

From: Aaron A Seligman [aaseligman@gmail.com]  
Sent: Thursday, November 17, 2016 12:58 PM  
To: licensing  
Subject: Olbrich biergarten - in favor

Categories: Eric

I wanted to write in favor of a recent proposal to have a biergarten at Olbrich park.

As a nearby homeowner and native east sider, I've loved olbrich park my whole life. As a kid, I played rec soccer on the fields and used the beach regularly in the summer. The first "long" bike ride I took was to Michael's Frozen Custard (I remember going the night it first opened, and having to wait for what seemed like an endless 20 minutes before they could make the chocolate in addition to the vanilla custard). It was worth it, and I was so proud of myself for biking up Olbrich hill on the way home.

Now as an adult, I see the possibility for the park to grow. I'm in my mid 30's, so I'm looking to have a drink or two, not to do anything excessive. I still play rec sports - softball, kickball, and Ultimate Frisbee and still enjoy playing at Olbrich. But with lots of friends and teammates who live downtown or on the west side, they often want to leave to go elsewhere after games. I'd love to be able to encourage them to stay at Olbrich and spend time (and \$) in my neighborhood, and the biergarten would be a great way to do it. Also, as the parent of a young daughter I'm always looking for places to get together with other parents, and the park would be a great place for that too. I have friends in Milwaukee who love the options they have in their parks, and I'm confident it would work for us too.

Best,  
Aaron

4201 Major Ave  
Madison

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Aaron A. Seligman  
608-628-1954

## Christianson, Eric

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**From:** Tom DeChant [tdmadtown@charter.net]  
**Sent:** Wednesday, December 21, 2016 1:40 PM  
**To:** licensing  
**Subject:** In support of Beer Garden in Olbrich Park

**Categories:** Eric

Dear ALRC Members:

As one who has enjoyed spending time in many of the Milwaukee County Park System's lovely beer gardens, I wish to strongly support testing this concept here in Madison. I think the selection of Olbrich Park as a location for this initial test is excellent because it is a highly visible community-wide park with beautiful lake views and great access by foot, bike, and bus as well as generous car parking. Its multiple game courts and boat launch also produce a ready audience for new amenities like a beer garden.

I am genuinely surprised by the negative response this excellent proposal has received from some immediate park neighbors. There appears to be a misunderstanding of beer garden culture, and how fundamentally different a beer garden is from a tavern or outdoor festival or any of the other 'nuisance' comparatives that have been suggested.

Here are a few thoughts:

- Beer gardens are family centric, multi-generational places to socialize. They're about conversation, not consumption. The atmosphere is congenial and low-key - more of a 'café' in the park, not a bar or tavern.
- Because the focus is on conversation, music levels are kept low – beer gardens don't produce a lot of noise.
- Milwaukee police have consistently reported *fewer* behavioral incidents in the parks that have beer gardens. The effect of more 'eyes on the park' typically acts to reduce behavioral problems, not create them.
- Beer gardens have produced significant revenue for the Milwaukee Co. park system, off-setting tax increases; and beer garden vendors have paid for significant capital improvements to the parks in which they operate.
- Olbrich Park is a *community-wide* park, and as such, Madison residents (and tax-payers) beyond the immediate neighborhood have a right to enjoy this amenity with desirable place-making improvements like a beer garden.
- Approval at this point might be considered as a 'test of concept.' The beer garden should be reviewed thoroughly after the first year, both by ALRC and the Parks Division, to determine if it is performing according to plan and if any of the problems neighbors anticipate actually arise. Approvals can always be withdrawn in the event that Madisonians aren't as cultured as our eastern neighbors.

Given the Milwaukee County Parks System's great success with its beer gardens over the last four years, I sincerely hope Madison's Alcohol Review and Licensing Committee will at least give this concept a try here in Madison. It is, as the historians among you might know, a concept that was once quite popular in our city (and still is, at the Union Terrace). 'Everything old is new again.'

Thanks for your consideration,

Tom DeChant

Coordinator, Friends of Olin-Turville (FOOT)  
Member, Madison Urban Design Commission

Alcohol License Review Committee  
Meeting of December 21, 2016  
Agenda Item #19 , Olbrich Biergarten, Legistar #44842

I urge the Committee to not recommend issuance of this license. Minors will not be able to be on the premises without a responsible adult, leaving minors unable to enjoy use of this space. The applicants look to Milwaukee County's success with beer gardens, but there are a number of difference between this application and Milwaukee beer gardens, including operator experience, locations that are more limited to cars, and gardens which are more isolated (e.g., off to a side of a building). The proposed Use Agreement gives the applicant the right to hold 4 special events, with up to 1,000 attendees. Yet this is not specified in the application – at a minimum, the premises would need to be expanded.

Layout of the proposed biergarten as reflected in the proposed Use Agreement.



## **Unaccompanied minors**

Mike Bare said minors will not be allowed in the biergarten unaccompanied and alcohol will not be permitted in areas outside of the garden itself.

<http://madisoncommons.org/?q=node/3153>

Under MGO 38.04(3), unaccompanied minors cannot "enter or be on any premises for which a license or permit for the retail sale of alcohol beverages has been issued." There are some exceptions. However, minors cannot purchase, receive or consume edibles or beverages which normally constitute activities of a customer of the premises. (The applicable ordinance, the state law, and the Department of Revenue list of exceptions are appended at the end of this letter.)

What are the "premises for which a license ... has been issued"? "Premises" means the area described in a license or permit. MGO 38.02. The premises, as described in the application, consists of the counter, the area in front of the counter, the "large, central storage room" where the alcoholic beverages are stored, the adjacent food prep area, the patio along the shore (seating 260 people) the patio along the west side of the building (seating 40 people), and the 50 foot long path to the large seating area.

An unaccompanied youth at the beach will not be able to buy an ice cream treat at the counter.

UW students biking around the lake will not be able to stop for a soda and brat. Nor will they be able to sit at the picnic tables and take a rest while enjoying the lake.

How will an unaccompanied minor get from the bike racks to the beach? Will signs be posted telling them to walk on the grass (in order to avoid the paved area around the counter that is part of the "premises")?

Will the restrooms be part of the licensed "premises"? If so, will minors using the beach need to make use of other restroom facilities (such as a port-a-potty)? Currently, access to restrooms is at each side (parking lot and beach) of the building. BKM does not "plan to separate the shower and changing areas from the bathrooms."

<http://www.lenamadison.com/neighborhood-news/olbrich-beach-biergarten-proposal#comments>

## **Based on Milwaukee's success**

"Milwaukee has allowed similar concessions in select parks for several years, and the BKM Group is basing much of its proposal on success there."

<http://isthmus.com/food-drink/beer/neighborhood-meeting-to-address-olbrich-biergarten-concerns/>

It might be worthwhile to review a license application hearing for one of those beer gardens. Estabrook Park Beer Garden was approved for a license in 2012.

<https://milwaukee.legistar.com/MeetingDetail.aspx?ID=180398&GUID=AA1BAC1C-8CB8-4510-8C76-4E3E1F3E1B65&Options=&Search=>

File #111406, click on video button at right

Differences between the Estabrook Milwaukee experience and the proposed Olbrich biergarten:

- The Milwaukee applicant had lots of alcohol license experience. At the time of the application he was even the agent and operator of a beer hall. BKM Group does not have alcohol experience. And from a Capital Times article:

BKM Group consists of [Mike] Bare, who's from Verona, Erik Kesting of Madison and Travis Mueller of Milwaukee. Bare's background is in politics and nonprofit organizations, Kesting has experience in corporate finance and Mueller is an attorney.

"We actually have not done anything like this in the past," Bare said. "This is a new kind of venture for all of us."

He said the trio plans to hire a "well-qualified operating manager" to run the business, which would not serve hard alcohol.

[http://host.madison.com/ct/news/local/city-life/madison-eyes-a-german-style-beer-garden-for-olbrich-park/article\\_34db7208-5665-552e-bb6e-cc0a01007b1a.html](http://host.madison.com/ct/news/local/city-life/madison-eyes-a-german-style-beer-garden-for-olbrich-park/article_34db7208-5665-552e-bb6e-cc0a01007b1a.html)

BKM Group does not even have experience working together in any business. BKM Group, LLC was organized June 20, 2016 in Wisconsin. (Proposals were due June 22, 2016.)

- The Milwaukee applicant said they would ID check at the time of service and have personnel observing what goes on in the beer garden. BKM Group does not appear to have addressed this issue.
- Milwaukee applicant had conducted two one-day beer gardens to ensure that everything went well. BKM has no experience with potential issues.
- The Estabrook beer garden is in a location primarily accessible by car. The Olbrich Biergarten is at a beach frequented by children, and is on a popular bike route.



Google maps

- The Milwaukee applicant stated that the parking lot is never full, other than for an annual bike race. Olbrich Park get lots of people parking for softball and other sporting events.
- The Milwaukee contract was a one-year vendor permit, with renewal completely at the discretion of the parks administration. (The Milwaukee applicant was hoping for a longer contract after having proven experience.) The BKM Group would get a three year contract (1/1/2017 through 12/31/2019), with renewal for up to two terms of two years each. Renewal is at Park's discretion, and will be based, at least in part, on BKM's performance.

- One of the Milwaukee licensing commissioners said it was not unheard of to have licensed establishments in county parks, and then went on to list 3-4 examples, saying that there were other examples. In contrast, this would be the City's first venture into alcohol sales in parks (other than for special events).
- All Milwaukee beer gardens have last call an hour before closing. Last call at Olbrich would be ½ hour before the park's closing.
- Most, if not all, Milwaukee beer gardens prohibit smoking and allow dogs.
- Milwaukee County employees staff the traveling beer gardens and also provide alcohol at special events. The county parks department has alcohol sales experience, while Madison Parks does not.

Milwaukee County has four other beer gardens in parks: The Landing at Hoyt Park; Craft Beer Garden in Humboldt Park; South Shore Terrace; and, Whitnall Park Beer garden.

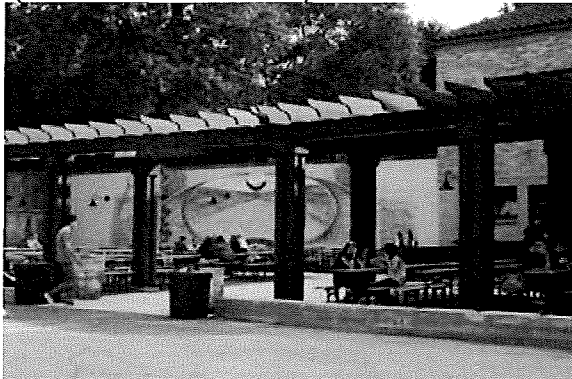
<http://county.milwaukee.gov/Parks/BeerGardens>

The Landing at Hoyt Park, operated by Friends of Hoyt Park and Pool (primarily car accessible and the beer garden is isolated from other uses -- brown rectangles to the right of the second photo are picnic tables).



Google Earth

South Shore Terrace, operated by Milwaukee County Parks in partnership with MillerCoors (walled in on three sides)



<http://onmilwaukee.com/bars/articles/southshoreterrace.html>

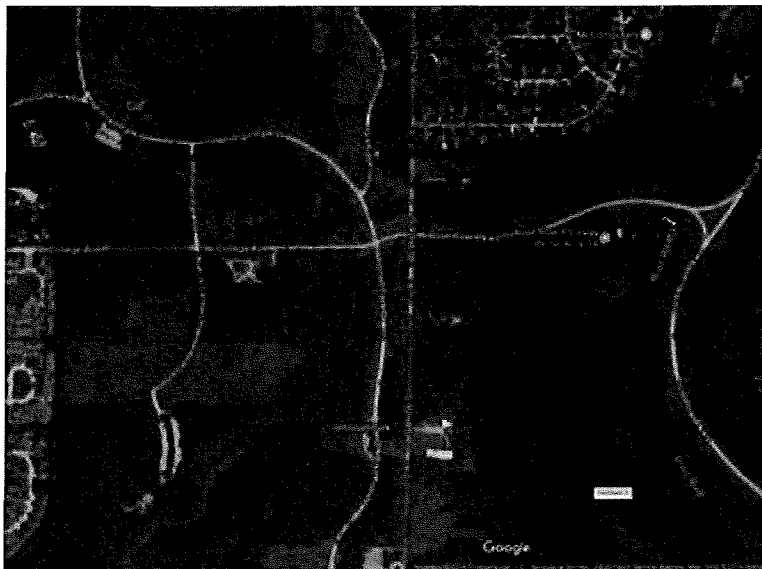
Humboldt Park, operated by Saint Francis Brewing (photo taken August 25, 2015 by Joey Grihalva).



<http://urbanmilwaukee.com/2015/08/28/weekly-happy-hour-public-beer-gardens-are-great-fun/nggallery/image/humboldt-park-beer-garden-4/>

Whitnall Park, operated by Milwaukee County Parks (large park, surrounded by the Root River Parkway, the black box approximates the area). Though this is listed on the county's website as a beer garden, it was actually a traveling beer garden in 2016.

[http://county.milwaukee.gov/ImageLibrary/Groups/cntyParks/media/2016-Press-Releases/2016\\_TBGScheduleFlyer.pdf](http://county.milwaukee.gov/ImageLibrary/Groups/cntyParks/media/2016-Press-Releases/2016_TBGScheduleFlyer.pdf)



Google Maps

## **Regulatory issues**

### **1. Additional businesses**

Applicant, in the license application question #43, stated that yard games such as bags and ring-toss, would be offered. The proposed Use Agreement states that BKM "may also include youth and family activities or a play zone" and that concessions at the Premises "may include food and beverage (alcoholic and non-alcoholic) sales and selling supporting merchandise or equipment at the Premises."

But City ordinances, and state law provide, that a Class B licensee cannot conduct other business on the premises.

MGO 38.05(9)(d)7.

- a. Limitations on Other Business; Class B Premises. No Class B license may be granted for any premises where any other business is conducted in connection with the premises, except that this restriction does not apply if the premises for which the Class B license is issued is connected to premises where other business is conducted by a secondary doorway which serves as a safety exit and is not the primary entrance to the Class B premises. No other business may be conducted on premises operating under a Class B license. These restrictions do not apply to any of the following:  
[None of the exceptions appear to be applicable.]

### **2. Special events**

The proposed Use Agreement gives the applicant the right to hold 4 special events per year, with attendance of 250-1,000 people (paragraph i on pages 6-7 of the proposed agreement). These special events must be approved by Parks. However, no mention is made of the need for ALRC approval. The premises would need to be expanded on these 4 days in order to accommodate 1,000 people. (When Plan B wanted to host special events, the ALRC granted them the right to expand the premises to include the parking lot for two events.)

Further, question 37 of the application states that applicant does not plan to have live entertainment. It would be unusual for a special event to not have live entertainment. Would live entertainment require an entertainment license?

### **3. Monitoring of customers.**

This appears to be counter service – order and pick-up at the counter and then take the purchase to the picnic tables. There will be 2 bartenders on a busy night, with a total of 5-7 wait staff (questions 46 and 48 of the application). There will be poles with string lights installed (Exhibit 2 of the proposed Use Agreement). Per the Lake Edge Neighborhood Association, these would be small globe lights.

<http://www.lenamadison.com/neighborhood-news/olbrich-beach-biergarten-proposal>

How well will string lights work for staff monitoring of the large beer garden? This garden is 50 feet away at its nearest point, and likely over 100 feet away from the counter at its furthest point. The other garden is on the side of the building and not visible from the counter.

Will landscaping work to contain the alcohol within the gardens? Will landscaping work to keep unaccompanied minors out of the gardens? It has been said that there will continue to be public access in the area between the beer garden and the shoreline.

## **Philosophical questions**

Should the City be making money off the sale of alcohol? Over 7 years, the City expects to reap \$234,800 in financial benefits. \$105,200 of those financial benefits would be earned during the first contract term of 3 years, with \$47,500 due to estimated capital improvements.

How much alcohol should children be exposed to and at what age? The Art Cart, for children ages 3+ uses Olbrich Beach during the summer. Olbrich Park has summer day camps. These events officially ended at 4:00 pm in 2016, which is the time that the biergarten proposes to open to customers.

Should City parks be used to make a private profit? To date, vendor contracts in City parks have been for park-related activities. At Wingra Park, Wingra Boats offers canoe, kayak and paddle boat rentals, along with lessons, memberships and kids camps. At Brittingham Park, Brittingham Boats offers rental of various watercraft including canoes, paddleboats and rowboats, storage of watercraft, lessons, outdoor movies, and concessions.

Should the City promote a private use of a City Park that excludes many residents from participation? Unaccompanied minors cannot use the picnic tables, purchase a soda, and, perhaps, not use the restrooms. Alcohol is banned in Olbrich Park – so the guy fishing along the shore cannot pop a Pabst at about \$0.95/can, but could spend \$5-6 and sit at a picnic table.

**Interesting information, though not directly relevant to the ALRC recommendation**

The request for proposal did not seem to include alcohol sales. RFP #: 8544-0-2016-BP, Services at City Parks, solicited proposals from qualified vendors for services at Olbrich Park. The Sample Agreement attached thereto specified:

3. Scope of Services. In entering into this Agreement, Permittee agrees to the following terms and conditions regarding the services being offered by Permittee at the Premises:
  - A. Services to be Provided. Permittee shall provide equipment for water sports rental, instructional programs for water sports, youth camps for water sports, and beverage and snack concessions at the Premises. *No alcoholic beverages* may be sold at the Premises.
  - ...
  - F. Product. All items offered for sale by Permittee, including, but not limited to, food, *non-alcoholic beverages* and confections, shall be approved by the Parks Superintendent, or his/her designee. All items for sale shall be individually listed on an inventory, a copy of which shall be filed with the Parks Division.  
(emphasis added)

David Wallner, president of the Board of Park Commissioners wrote the ALRC on November 16<sup>th</sup>, giving the biergarten his full support. (page 10 or 24 of *44842 ALRC Comments.pdf*). It is rather interesting that he could come to these conclusions before listening to public comments and concerns in the public hearing, which was held on December 14<sup>th</sup>.

Erik Kesting is one of the LLC members. Alder Sara Eskrich is married to an Erik Kesting.  
[http://host.madison.com/ws/news/local/govt-and-politics/elections/election-madison-city-council-district/article\\_ecd217d2-7acf-5545-8646-2d20a2dcc831.html](http://host.madison.com/ws/news/local/govt-and-politics/elections/election-madison-city-council-district/article_ecd217d2-7acf-5545-8646-2d20a2dcc831.html))

Applicant is adding "speakers for background music above beer garden." Proposed Use Agreement, Exhibit 2.

Respectfully Submitted,  
Linda Lehnertz

## Unaccompanied Minors

**MGO 38.04(3)** Presence of Underage on Licensed Premises. (Title Am. by ORD-13-00203, 12-10-13)

- (a) Restrictions. An underage person, not accompanied by his or her parent, guardian or spouse who has attained the legal drinking age, may not enter or be on any premises for which a license or permit for the retail sale of alcohol beverages has been issued, for any purpose except the transaction of business pertaining to the licensed premises with or for the licensee or his or her employee. The business may not be amusement or the purchase, receiving or consumption of edibles or beverages or similar activities which normally constitute activities of a customer of the premises. This paragraph does not apply to: ...

**Wis. Stats. 125.07(3)** PRESENCE IN PLACES OF SALE; PENALTY.

- (a) Restrictions. An underage person not accompanied by his or her parent, guardian or spouse who has attained the legal drinking age may not enter, knowingly attempt to enter or be on any premises for which a license or permit for the retail sale of alcohol beverages has been issued, for any purpose except the transaction of business pertaining to the licensed premises with or for the licensee or his or her employee. The business may not be amusement or the purchase, receiving or consumption of edibles or beverages or similar activities which normally constitute activities of a customer of the premises. This paragraph does not apply to:

The Department of Revenue's *Wisconsin Alcohol Beverage and Tobacco Laws for Retailers* explains these exceptions:

### **XIX. UNDERAGE PERSONS ENTERING LICENSED PREMISES**

A. An underage person accompanied by his or her parent, guardian, or spouse of legal drinking age may be on any licensed premises.

B. An unaccompanied underage person may enter a Class A alcohol beverage licensed premises to buy items other than alcohol beverages. The underage person may not stay on the premises after the purchase.

C. An unaccompanied underage person may also enter a licensed premises if:

1. He or she is an employee, resident, lodger, or boarder on the premises, or;
2. He or she enters to do business other than amusement or the purchase or consumption of food and beverages (see exception B above), or;
3. He or she enters to buy food in a restaurant whose "principal business" is serving food, or;
4. The premises is a hotel, drug store, grocery, bowling center, movie theater, painting studio, service station, indoor golf simulator facility, indoor golf and baseball facility on premises holding a Class "B" license, vessel, private tennis or soccer club, ski chalet, golf course or clubhouse, racetrack licensed under ch. 562, in-door or outdoor volleyball court, curling club, billiards center having 12 or more billiards tables, privately owned fishing business that is open to the public for a fee, car operated on a railroad, a regularly established athletic field or a county or municipally owned public facility as defined in sec. 125.51(5)(b), Wis. Stats., of the statutes, or a center for visual or performing arts, or;
5. The premises is in a state park or forest or a park owned by an agricultural society receiving state aid.

6. The premises has a Class "B" beer or "Class B" liquor license and the underage person is there to do business at an auction or flea market. In this case, the underage person may not enter any room where alcohol beverages are sold, furnished or possessed.

7. The premises has a Class "B" beer or "Class B" liquor license and the underage person is in a room where no alcohol beverages are sold, furnished, served, or consumed by anyone when the underage person is present. This applies only if the municipality adopts an ordinance allowing it. The local law enforcement agency must authorize, in writing, the presence of underage persons on the date of the authorization. A separate authorization is necessary for each date on which underage persons will be on the premises. (Sec. 125.07(3)(a)(8), Wis. Stats.)

8. The underage person is on Class "B" or "Class B" licensed premises, on a date specified by the license, when no alcohol beverages are consumed, sold, or given away. The licensee, the agent named on the license (if a corporation), or a person with an operator's license must be on the premises unless all alcohol beverages are in locked storage. The licensee must notify the local law enforcement agency, in advance, of when underage persons will be on the premises. (Sec. 125.07(3)(a)(10), Wis. Stats.)

9. The underage person enters and remains in a dance hall, or banquet or hospitality room attached to a Class B licensed premises, for the purpose of attending a banquet, reception, dance or other similar event.

10. The underage person is at least 18 years old, and is working under a contract with a licensee, permittee, or corporate agent to provide entertainment for customers on the premises.

11. The premises is issued a temporary Class "B" (picnic) beer license and the licensee is authorized to permit underage persons on the premises by the official or body of the municipality that issued the license, or, the premises is licensed as a temporary "Class B" (wine only) license and the licensee is authorized to permit unaccompanied underage persons, acting as designated drivers, who are provided a means of identification by the licensee, such as a wristband to be on the licensee's premise.

**Note:** When the purpose of the above exemptions (that is, bowling, dining, recreation, etc.) can be accomplished without the underage person being in the barroom or other areas where alcohol beverages are sold or consumed, the underage person may not enter or remain in such areas (State vs. Ludwig Lanes, 31 Wis. 2nd 690).

D. No retail licensee may permit an underage person, not accompanied by a parent, guardian, or spouse of legal drinking age, to enter any part of the licensed premises for any purpose except those stated on pages 10 and 11 [1 through 11 above].

E. You should demand proof of age of anyone entering the premises who appears to be under the legal drinking age. Wisconsin residents may prove age with either a valid Wisconsin identification card or a pictured Wisconsin driver's license. You or your employee should require anyone who has shown proof of legal drinking age to sign an ID register book, if the person's age is in question. Record the date of purchase, the identification used, the address, and the signature of the purchaser in the book. The book should be kept on the premises and available for inspection by any peace officer. (Sec. 125.07(7), Wis. Stats.)

<https://www.revenue.wi.gov/DOR%20Publications/pb302.pdf>

Alcohol License Review Committee  
Meeting of December 21, 2016  
Agenda Item #25, Frank Productions Concerts, LLC license, Legistar #45187

MGO 38.05(3)(a)12.

Statement of Intent. The applicant shall sign a statement of intent on a form to be provided by the City Clerk. This statement shall include a provision that the applicant intends to operate under the license within ninety (90) days of its granting by the Common Council and that the license shall be considered surrendered if the license is not issued within ninety (90) days of the granting of the license. This time may be extended by the Common Council when granting the license upon a finding that construction activities will delay the issuance. The applicant shall provide proof of such construction activities upon application. Upon such a finding, the Common Council shall set a time limit for the issuance of such license, and the license shall be considered surrendered if the license is not issued within such time. (Cr. by ORD-16-00072, 8-13-16)

1. The applicant only has a "Letter of Intent to Lease" the property.
2. There is not a statement of intent on Legistar.
3. Alcohol operations will not begin with 90 days. The license will not be used until the anticipated opening date in early spring 2018 – about a year longer than the 90 day limit.
4. The construction of the concert venue has not begun.

From the *Drafter's Analysis* for this ordinance change, this application seems to fall squarely into what the Council was seeking to prevent.

DRAFTER'S ANALYSIS: The amendment requires that an alcohol license must be picked up, paid for and put into use within 90 days of the license being approved by the Common Council. If the applicant fails to accomplish these things, the license is void. The applicant may request a longer time period at the time of application by providing proof to the Common Council that construction timelines will require a later opening date for the licensed establishment. The Common Council can then set a specific date by which these events must occur. This will end the practice of persons applying for licenses when their plans are more aspirational than they are realistic. Recently, a license was granted but was not paid for nor put into operation more than two years after it was approved.

Respectfully Submitted,  
Linda Lehnertz

## Christianson, Eric

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**From:** Christine Lindstrom [christine.lindstrom5@gmail.com]  
**Sent:** Wednesday, December 21, 2016 1:31 PM  
**To:** licensing  
**Subject:** German Style Beer Hall- Mike Bare

**Categories:** Eric

I am writing in support of Mike Bare's request for a license to open a German-style beer hall. Madison would greatly benefit from such a venue. Please accept my support.

Best,  
Christine Lindstrom

## Christianson, Eric

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**From:** Donna Magdalina [dmagdalina@gmail.com]  
**Sent:** Wednesday, December 21, 2016 2:06 PM  
**To:** licensing  
**Subject:** Olbrich Biergarten: great concept, but NOT in our publicly-owned parks!

**Categories:** Eric

Madison is not lacking in places and ways to feed ourselves with alcohol. Parks and libraries are the only remaining public, family-friendly places we can go to with friends and family members who struggle with alcohol issues. We sure can't invite them to our delightful Marquette/Atwood neighborhood festivals, of which I love and have been an organizer of.

I think the Biergarten concept sounds fun and a nice place to visit -- **but NOT in our publicly-owned parks!** Why not operate it next door at the East Side Club, a membership-based organization struggling to hold onto that land as a local lakeside live music, alcohol, and event venue open to the public rather than become redeveloped into condos for the monied class? Leave the beach alcohol-free. Besides, swimming and alcohol do not mix well.

Parks are our last refuge for those struggling to live alcohol-free. Don't take that away.

Donna Magdalina  
Schenk Atwood Starkweather Yahara (SASY) neighborhood community leader  
Former SASY council member

## Christianson, Eric

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**From:** Cynthia Watson [theollieorange@gmail.com]  
**Sent:** Wednesday, December 21, 2016 1:51 PM  
**To:** Witzel-Behl, Maribeth  
**Subject:** Petition to stop the Olbrich Biergarten  
**Attachments:** petitionagainst.pdf

**Categories:** Eric

Ms. Witzel-Behl,

Attached please find a pdf copy of the Petition Against the Olbrich Biergarten Proposa signed by members of the communityl. This petition was collected quite quickly despite the Holidays and inclement weather. Please provide notice to the ALRC of its existence.

Best,  
Cindy Watson

Petition Against the Olmsted Biergarten Proposal: The undersigned are opposed to the Olmsted Biergarten proposal (and/or as currently described) put forth by OLC, LLC. We respectfully request the Parks Department, Parks Commission, ALAC, and Madison Common Council to prohibit the proposal from moving forward.

# THE NEW YORK PUBLIC LIBRARY

# THE NEW YORK PUBLIC LIBRARY



THE UNIVERSITY OF CHICAGO

11

# SAVE OUR PUBLIC COUNSELORS - No Further Expansion of Clark Park

Pollion Against the Olbrich Biorgarten Proposal: I the undersigned am opposed to the Olbrich Biorgarten proposal (entirely or as currently described) put forth by SOM, LLC. I respectfully request the Parks Department, Parks Commission, ALRC, and Madison Common Council to prohibit this proposal from moving forward.

Name	E-mail	Address	Comments
Sarah Coyle	sarahcoyle@att.net	4005 Maple Ave	
David Wilson	dawilson@att.net	22410 17th Ave	
Nino Rodriguez	nino.rodriguez@gmail.com	102 N FARMERS ST STE 102, MADISON WI 53703	
Anne Hines	hinesaj@att.net	1301 E. Doughton St Madison WI 53703	
Michelle Becht	Michelle.Becht@gmail.com	1333 Johnson Rd Ste 100 Madison WI 53703	
Lisa Anderson		1514 Wagon Wheel Lane Madison WI 53703	
Ethan Pollard	ethanpollard@gmail.com	454 W Carpenter St Madison WI 53703	
Tate Akbar	tateakbar@gmail.com	1400 Martin St Madison WI 53703	
Arturo Hodge	arturohodge@gmail.com	700 E. 1st St Madison WI 53703	
Deborah Adkins	deborahadkins@gmail.com		
Dany Hand		2124 Kenwood Madison WI 53703	

1036  
1037  
1038  
1039

Petition Against the Olbrich Biergarten Proposal: I the undersigned am opposed to the Olbrich Biergarten proposal (entirely or as currently described) put forth by BKW, LLC. I respectfully request the Parks Department, Parks Commission, ALRC, and Madison Common Council to prohibit this proposal from moving forward.

Name (print + signature)	E-mail	Address	Comments
Nancy Leach	nleach@comcast.net	2229 International Court 53704	Not by Olbrich attached not at all
Bob Berman	p/a	3502 DENNETT DR APT 207 53714	NO CAMP
James Kappeler	jkappeler@gmail.com	3502 DENNETT DR APT 207 53714	NO CAMP
James Kappeler	jkappeler@gmail.com	3502 DENNETT DR APT 207 53714	NO CAMP
Helene J. Fischer	helenjfisher24@gmail.com	3502 DENNETT DR Madison 53714	Olbrich Park is beautiful & serene. We don't need another beer bar in the area.
Terry Shermisher	tshermishert@comcast.net	3502 DENNETT DR APT 207 53714	Olbrich should be alcohol free, children friendly
Wendy Waitovich	wendywaitovich@gmail.com	3502 DENNETT DR 53714	NO BEER BAR!





Petition Against the Olbrich Biergarten Proposal: The undersigned are opposed to the Olbrich Biergarten proposal (and/or as currently described) put forth by PKM, LLC. I respectfully request the Parks Department, Parks Commission, ALRC, and Madison Common Council to prohibit this proposal from moving forward.

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

**WILEY**



# ATTENTION

CHURCHMAN

# Full Circle

Petition Against the Olbrich Equestrian Proposal: I the undersigned am opposed to the Olbrich Equestrian proposal (entirely or as currently described) put forth by BKM, LLC. I respectfully request the Parks Department, Parks Commission, ALRC, and Madison Common Council to prohibit this proposal from moving forward.

Name	E-mail	Address	Comments
Robert P. Lee		3610 Adams Ave. 3501 Margaret St	
Laura Thumbe-Hen		3501 Margaret St	
Carol Commins		3513 Margaret St	
William Lloyd		2415 Sigel Ave 3719 Howard Ave	
John W. B. B.		3718 Howard Ave	
Elizabeth Godfrey		6 Bremley Circle	ELIZABETH GODFREY
Jason Reid		5004 Buckeye Road	Jason Reid



against the Otterlei Elargation Proposal. I do understand am opposed to the Otterlei Elargation proposal (namely of a currently described) put forth by EKM, LLC. I respectfully request the Parks Department, Parks Commission, ALRC, and Madison Common Council to prohibit this proposal from moving forward.

Name	Email	Address	Community
Stone, F. / Kasper	210740@gmail.com T. Kasper	3306 Alameda Ave	
Mary, F. / Kasper	210740@gmail.com	3306 Alameda Ave	
Daniel, S. / Kasper	210740@gmail.com	3306 Alameda Ave	
Daniel, B. / Kasper	210740@gmail.com	3306 Alameda Ave	
Paul, J. / Kasper	210740@gmail.com	3306 Alameda Ave	
William, H. / Kasper	210740@gmail.com	3306 Alameda Ave	
John, M. / Kasper	210740@gmail.com	3306 Alameda Ave	
George, K. / Kasper	210740@gmail.com	3306 Alameda Ave	
Raymond, P. / Kasper	210740@gmail.com	3306 Alameda Ave	
William, J. / Kasper	210740@gmail.com	3306 Alameda Ave	
Lucy, J. / Kasper	210740@gmail.com	3306 Alameda Ave	
James, M. / Kasper	210740@gmail.com	3306 Alameda Ave	
Susan, B. / Kasper	210740@gmail.com	3306 Alameda Ave	
David, S. / Kasper	210740@gmail.com	3306 Alameda Ave	

Petition Against the Olbrich Biergarten Proposal: I the undersigned am opposed to the Olbrich Biergarten proposal (entirely or as currently described) put forth by BKM, LLC. I respectfully request the Parks Department, Parks Commission, ALRC, and Madison Common Council to prohibit this proposal from moving forward

Name	E-mail	Address	Comments
Brad Van Dongen	brad.vandongen@gmail.com	3341 Pleasant St	
Caroline Wilson	theolbrichbiergarten@gmail.com	3726 Alameda	Against -
Barb Wagner		3491 Hargrave	Against
Joseph Anderson	andersonjoseph@gmail.com	12500 Sherman	Against
W.G. Boller		3909 Denver	Against
Paul Dempsey	stainedupont@yahoo.com		Against
Paula Isenhardt	heartpk@gmail.com	3709 Busse St	Against

Chile's Long Expenditure - No Budget Cuts - Billions of

Petition Against the Gilbert Extension Proposal: I the undersigned am opposed to the Gilbert Extension proposal (entirely or as currently described) put forth by ERM, LLC. I respectfully request that the State, Department of Parks, ALRC, and Madison Common Council prohibit this proposal from moving forward.

[illegible]

Petition Against the Olbrich Biergarten Proposal: I the undersigned am opposed to the Olbrich Biergarten proposal (entirely or as currently described) put forth by BKM, LLC. I respectfully request the Parks Department, Parks Commission, ALRC, and Madison Common Council to prohibit this proposal from moving forward.

Name	E-mail	Address	Comments
Susan Lovelock	landmark@verizon.net	3614 Harvard Ave	No Biergarten
Carol Nickles	nicklescarol@aol.com	3617 Busse St	No
Pauline Wilbertson	smallober@comcast.net	3601 Jarvis St	No
Peter Medley	145 Cumberland Lane	13 Dempsey Rd Apt 109	No
Jamiah Clavay	---	3601 Busse St	No
Stacy de Ray Kares	---	141 Bradford Ln	---
Miko Clavay	---	5405 Oakridge	53704
Cindy Kasher	---	---	---
---	---	---	---
---	---	---	---
---	---	---	---

[illegible]

**From:** Fritz Kroncke [<mailto:mr.frkroncke@gmail.com>]  
**Sent:** Wednesday, December 21, 2016 12:26 PM  
**To:** [edit@isthmus.com](mailto:edit@isthmus.com); Ahrens, David  
**Subject:** biergarten

Madison does a great job vetting park contract proposals and establishing requests for proposals. In fact, they go a little overboard to the point where possible renters might change their minds before the process is complete.

I know. I was responsible for all the parks contracts on the waters for many years. I found the process itself was destructive to the overall goals of the Park Division but some of it was necessary. To suggest something has been railroaded through is comical, even though I'm sure many things have changed since I retired.

One goal that has been consistent is to establish places where a small business might flourish in an underutilized park. James Madison, Warner, Brittingham, Marshall and Olbrich were targeted years ago to allow a business to take over a slumping park enterprise. Those facilities were built when swimming beaches were better attended and each had a park concession. Now some have been replaced successfully with a private concern.

More should be accomplished. Many examples come to mind but Olbrich has special needs. The beach parking lot was once a young person hangout to the point where the Sheriff's Department made an amphibious assault trying to catch underage drinkers and pot smokers. New park ordinances were enacted particularly for Olbrich, that fined persons with open beers in the lot but once on the curb they were legal. Our maintenance section installed the most successful gate ever so the lot would be closed in the evening, but it is not used.

I always wondered if the local residents, not at all close to the beach, wanted the group out of the lot and over near their homes.

Looking around this community, it doesn't take much imagination to see a bier garden would be a success, probably a place any of us would like to visit. In fact, when thinking about the philosophy the Park and Pleasure Drive Association had when they established their entity, hanging out along the lake watching sunset with a fresh brew for anyone who wanted that, not just those who own waterfront property, would have been a goal.

## Christianson, Eric

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**From:** Eric Britigan [ebritigan@gmail.com]  
**Sent:** Wednesday, December 21, 2016 3:58 PM  
**To:** Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; Bidar-Sielaff, Shiva; Skidmore, Paul; msd@foolproofplan.net; grades5@yahoo.com; sfletcher@uwsa.edu; tlc@mailbag.com; ferchocs@yahoo.com; Christianson, Eric; Allen, Roger  
**Subject:** Olbrich Biergarten

Hello,

I wanted to write to express my support for the Olbrich Biergarten being discussed tonight at the meeting of the ALRC. I think it will be an excellent addition to the neighborhood and provide a much needed setting to help foster connections in our community.

I also want to make it clear that the Eastmorland Neighborhood Association does not represent the views of everyone in the community.

Thank you,  
Eric Britigan

209 Silver Road  
Madison, WI

**Haar, Jennifer**

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**From:** Brian Fox [brianafox@gmail.com]  
**Sent:** Thursday, December 22, 2016 5:23 PM  
**To:** licensing  
**Subject:** Olbrich Biergarten

To Whom It May Concern,

I write in strong support of the proposed Biergarten in Olbrich Park. The establishment would provide both provide a fantastic amenity to the families who use the park and promote Wisconsin products to Wisconsin consumers. It would substantially enhance enjoyment of the park. I hope it's license is approved.

**Haar, Jennifer**

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**From:** marisa franco [vivalavidaa@gmail.com]  
**Sent:** Friday, December 23, 2016 12:56 PM  
**To:** licensing  
**Subject:** Regarding Olbrich Garden Biergarten

To whom it may concern:

I am writing to voice my support for the Olbrich Biergarten plan. I have enjoyed many Biergartens in Germany, and they are a safe and wonderful way to build public community. In a time when Madison needs that so much!

They are also a wonderful way to encourage people to enjoy the lake in a family-friendly environment.

Thank you for your consideration,  
Marisa Franco

**Haar, Jennifer**

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**From:** Edward Shelleby [shelleby@gmail.com]  
**Sent:** Monday, December 26, 2016 8:11 PM  
**To:** licensing  
**Subject:** Beer garden in Madison

To whom it may concern:

I'm writing to let you know that I enthusiastically support the idea of a beer garden in Madison. It's a place I could definitely see myself going. It would be a perfect addition. Hope you approve the idea. Many thanks.

Ed Shelleby

Sent from my iPhone

**From:** [Shelley Fite](#)  
**To:** [licensing](#)  
**Subject:** Love the biergarten idea  
**Date:** Saturday, December 17, 2016 6:52:23 AM

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I am writing to express my strong support for the Olbrich Park biergarten. I own a home in the SASY neighborhood, have two young kids, and don't drink much at all. But I love the idea of a special place that draws grown-ups to meet, talk, share food, etc., next to open space where kids can play!! My family frequently goes to the Eastside Club for this purpose (right next door to the park) but the proposed biergarten would be nicer because it would allow picnicking, and have a playground nearby. And also, it's just such a shame how infrequently the beautiful Olbrich Park is used in the summer!

Also, a friend in the Eastmorland neighborhood told me she likes the idea too, and thinks it's too bad that the neighborhood association came out against the project, as no one surveyed the neighbors. (I'm on the SASY listserv, so it's easier for me to follow this.)

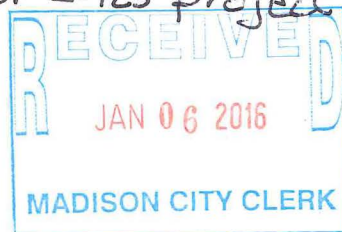
I hope you approve the project!

Shelley Fite  
2114 Center Ave.

Dear Members of the ALRC,

I want to extend my gratitude for your thoughtful consideration and evaluation of the issuance of a Liquor License for the proposed Olbrich Biergarten. I recognize the value of your time and appreciate your attention to the many community concerns. Your acknowledgment of BKM group's lack of experience and preparedness is a welcome change to the experiences I have had related to this project.

Thank you for your due diligence regarding the potential Liquor License for this project.



Sincerely,  
Jenn Jackson  
jennjackson@yahoo.com  
608-345-4036

**Haar, Jennifer**

---

**From:** Jessie Johanneck [jmjohanneck@gmail.com]  
**Sent:** Tuesday, January 10, 2017 11:15 AM  
**Subject:** Support of Olbrich Biergarten

Hello,

My husband and I are homeowners in the Eastmorland neighborhood/District 15 and have lived there for 10 years. We enjoy using Olbrich park and we are excited about the possibility of the Biergarten.

I am writing to let you know that our family is in support of the Biergarten and we hope that the approval will pass.

Thank you for your consideration!

Sincerely,

Jessie & Mark Johanneck  
Tulane Ave.



To ALRC members –

Thank you for your time and attention, both for reading this letter and for attending the very long meeting on December 21, about the proposed BKM Group LLC beer garden in Olbrich Park.

I have lived in the Eastmorland neighborhood for over 30 years, and this is the first City project that has made me actively protest the City's plan.

I ask the ALRC to deny the license, based on Quality of Life issues. I share the same concerns that you have already heard from many neighborhood residents:

- Parking & Traffic – I see high use of existing Olbrich parking spaces regularly in the summer, between softball leagues, boaters and fishermen, soccer moms and dads, tennis & basketball court users, Olbrich Garden overflow, etc. The proposed capacity of 270 patrons in the beer garden will cause bigger parking problems, and attract a lot of additional street traffic, if BKM LLC's marketing plans are successful. Some tavern patrons will have to cross Atwood Avenue to get to their cars in the parking lots by the softball diamonds, or get to the bus stop, risking accidents.
- Noise – This will increase noise pollution for all other park users, and to the Park's immediate neighbors off of Walter Street.
- Bathrooms - I have serious concerns about the adequacy of existing bathroom space to handle 270 tavern patrons in addition to all the existing park users (soccer teams, basketball players, swimmers and sunbathers, etc.), and the suitability of unaccompanied minors playing in the park having to share bathroom facilities with tavern patrons ; the ALRC should obtain conclusive evidence of the safety and suitability of bathroom arrangements, with time for public review and comment, before approving a beer garden in Olbrich Park.
- Private Use/Profit off Public Space – I am opposed to allowing private investors to attempt to make a profit by getting exclusive use of a portion of a public park and building near a beach. It reduces the scarce public space available to all, to enjoy a quiet sunset on the lakeshore. It prohibits the public use, of the licensed beer garden space, for unaccompanied minors.

East side residents who want to drink outdoors by the lake can patronize the East Side Club (formerly ESBMA) and its Tiki Lounge, only 240 feet east along Lake Monona's shoreline.

This proposal appears to be speeding through the City's committee process, and one wonders why. The Common Council voted to ban alcohol from Olbrich Park on October 20, 2015 (Ordinance 8.24 (1) (ee), M. G. O.). Alds. Dave Ahrens and Sara

Eskrich were two of the four co-sponsors for this action. So it is ironic that barely a year later, Ald. Ahrens is supporting BKM Group, LLC to obtain the exclusive right to sell alcohol for private profit in Olbrich Park, and the husband of Ald. Eskrich is one of BKM's private investors.

I want to point out that the RFP sent out by the Parks Commission in 2016 requested proposals which could include the sale of soft drinks and snack foods, but specifically stated no alcohol. This would be consistent with the Common Council's ban of alcohol in the park. So it is difficult to comprehend why BKM's bid for a beer garden was considered and endorsed by the Parks Commission. Apparently meetings between Park Commission members, city staff, some Alders, and FOOT neighbors took place in 2015 to discuss placing a beer garden in Olin Park. At a minimum, if the City wanted alcohol-vending proposals, it should send out a new RFP so other interested businesses could apply. There also should have been public input regarding the usage of the Olbrich beachhouse for a beer garden prior to procurement bid proposals.

It is easy to foresee that under the existing alcohol ban, many Olbrich Park users – soccer parents, young adults playing basketball/ultimate frisbee, boaters and fishermen – will not be pleased to learn they cannot bring their own alcohol into the park but can pay \$6 per glass to a private beer vendor. This will clearly cause law enforcement problems, and create an additional load on police resources.

BKM Group, LLC Partnership was created in June 2016, two days before submitting its bid on this contract. It appears to have no prior experience or activity in project development or management, and no experience in tavern/restaurant management. BKM has disclosed no experienced manager under contract to them.

Milwaukee County's beer gardens are operated by the Parks Commission, by "Friends of the Park" groups, or by established businesses (Miller-Coors, St. Francis Brewery, the Weissgerber restaurant family) in Milwaukee that operate successful hospitality businesses, that have earned a positive reputation in the community which could be damaged if they make a mess of their beer garden. By contrast, BKM Group LLC has no reputation, no track record in the hospitality industry, and no reputation to lose if it makes a mess of Olbrich Park.

The Parks Commission voted to support BKM Group, LLC before the neighborhood was fully informed of, and had the opportunity to discuss, the details of the plan. A majority of East side speakers at the hearing spoke against it, and identified the obvious concerns, but the Parks Commission approved it unanimously anyway.

I ask you to deny a license to BKM Group LLC for placement of a beer garden in Olbrich Park. The BKM LLC proposal has sped through channels without full neighborhood engagement. It is causing division between Eastside neighbors who either support or oppose it. I question whether the RFP process was properly followed. This is a major change to an individual park's rules and environment. The

process requires more in depth study, long range planning/implications, and much more education of, & input from, the neighbors most impacted. Placing beer in a community park next to a beach is precedent setting and needs a thorough review before moving forward.

Thank you for your consideration of my request to deny licensing alcohol sales at the Olbrich beachhouse.

Respectfully,

Pauline Gilbertson  
145 Cumberland LN  
Madison, WI 53714

**From:** [Christianson, Eric](#)  
**To:** [licensing](#)  
**Subject:** Fw: Olbrich Beer Garden  
**Date:** Thursday, February 09, 2017 11:39:05 AM

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Eric Christianson  
Madison City Clerk's Office  
Room 103,  
City-County Building,  
210 Martin Luther King Jr. Blvd. 53703  
TEL: (608) 266-4601  
TTY: (608) 266-6573  
FAX: (608) 266-4666 FAX: (608) 266-4666  
[Echristianson@cityofmadison.com](mailto:Echristianson@cityofmadison.com)

"We exist to assist"

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**From:** Bill Adolfsen <[badolfsen@gmail.com](mailto:badolfsen@gmail.com)>  
**Sent:** Thursday, February 9, 2017 10:18:07 AM  
**To:** Reyes, Gloria; james1771@frontier.com; KATHRYN HILL; Leslie Lang; Verveer, Michael; Bidar-Sielaff, Shiva; Skidmore, Paul; msd@foolproofplan.net; grades5@yahoo.com; sfletcher@uwsa.edu; tlc@mailbag.com; ferchocs@yahoo.com; Christianson, Eric; Allen, Roger  
**Cc:** Jessica Slind  
**Subject:** Re: Olbrich Beer Garden

Dear members of the Alcohol License Review Commission:

Just wanted to reiterate my email below that as a Resident of the Eastmorland neighborhood I support the olbrich beer garden and think it will be a great addition to the neighborhood. I encourage you to approve the project.

From recent newspaper articles, I understand that some residents still oppose the project for various reasons but it seems that these reasons are getting a little silly especially in light of BKM's efforts to be accommodating on several aspects of the project.

Thanks!

Bill  
3909 Tulane Avenue

On Fri, Dec 23, 2016 at 11:42 AM, Bill Adolfsen <[badolfsen@gmail.com](mailto:badolfsen@gmail.com)> wrote:  
Hi all:

Just read the recent capital times article on the proposed beer garden in olbrich park. I was concerned to hear that the proposal has been viewed as controversial by some and opposed by the Eastmorland Association. I live in the Eastmorland neighborhood and would like to voice my whole hearted supported for the project. I believe the project would be a great addition to the east side and especially a good use for a beach area that is hardly used.

I have also voiced my opinion to my alderman David Ahrens and the president of the Eastmorland Community Association.

Thanks for letting me throw in my two cents!

Best,

Bill Adolfsen  
3909 Tulane Avenue  
Madison WI 53714



## Madison Parks Division

210 Martin Luther King, Jr. Blvd., Room 104  
Madison, WI 53703  
608-266-4711  
[www.cityofmadison.com/parks](http://www.cityofmadison.com/parks)



October 18, 2016

Michael Bare  
BKM Group, LLC  
543 Harvest Lane  
Verona, WI 53593

Re: Intent to Lease

RFP 8544-0-2016-BP

City Park Services – Olbrich Park Site

Dear Mr. Bare:

This letter confirms that as part of BKM Group's co-award of RFP 8544-0-2016-BP for City Park Services, the City intends to lease to BKM Group property at 3527 Atwood Ave, Madison, WI 53714. Under the lease, BKM Group will be permitted to use portions of the beach house building, the west patio of the building, and additional outdoor space for seating along the shore of Lake Monona for the purposes of operating a biergarten on the premises.

Note that this is a notice of intent to contract and does not constitute a contractual agreement. Final contract award shall be contingent upon successful negotiation of any contract requirements and terms and conditions as well as final approval by the Madison Common Council.

You are welcome to share this letter with the Alcohol License Review Committee and the public as needed for the purposes of obtaining necessary permitting and licenses to operate a biergarten at the described premises.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Knepp".

Eric Knepp  
Superintendent  
Madison Parks Division



220 w. broadway, monona, wi. 53716

tel 608.223.9300

fax 608.223.9303

www.rutabaga.com

October 14, 2016

To whom it may concern;

I write this letter in strong support of Mr. Mike Bare and the BKM Group, those responsible for creating the new Olbrich Biergarten.

I find it serendipitous and fortuitous that Mr. Bare and my business, Rutabaga Paddlesports, both saw an opportunity to turn an unused building into a place where community can convene and enjoy the amazing beauty of Lake Monona.

It is our mission to get people outside to enjoy the natural world on the water. We're pleased that we will be able to create a synergy to draw people to enjoy Olbrich Park.

Rutabaga Paddlesports has worked closely with community centers on the east side of Madison to provide paddling opportunities for underprivileged youth. We look forward to expanding our programs, as well as offering opportunities to introduce families and individuals in the neighborhood.

We are delighted to be working in concert with the Olbrich Biergarten and I have confidence that this will be a major benefit to the park, the neighborhood, and to Madison.

Sincerely,

Darren Bush

Owner and Chief Paddling Evangelist

Rutabaga Paddlesports

**From:** [Rummel, Marsha](#)  
**To:** [Christianson, Eric](#)  
**Subject:** Fw: Olbrich Biergarten  
**Date:** Sunday, November 20, 2016 10:12:11 PM

---

Please add to legistar, Irene gave me permission to forward her email to the ALRC

---

**From:** Irene Olson  
**Sent:** Tuesday, November 15, 2016 9:15 AM  
**To:** Rummel, Marsha  
**Subject:** Olbrich Biergarten

I support the public Biergarten at Olbrich Park. I think people are looking for an enjoyable picnic spot in the breezes of Lake Monona. Olbrich has of late been an under-utilized major Madison Park - except for boat launch and soccer fields. There are ACRES of lakefront that are not accessible or underutilized in the park because soccer fields take precedence/or block access. I think its time the City of Madison took a good look at the usage of the entire park. Reasonable parking could be developed/improved on both sides of Starkweather Creek so people can easily picnic along the lakeshore.

Lake Monona did not stink this summer (!) and we had record numbers of folks picnicking and playing along the lake on Yahara Place Park. I think Olbrich Park could serve similar interests, but its current layout and lack of nearby-parking deters this.

Irene Olson

**From:** [David Younk](#)  
**To:** [licensing](#)  
**Subject:** Olbrich Biergarten  
**Date:** Wednesday, December 07, 2016 11:22:03 AM

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To whom it may concern,

I'm writing this email to voice my support for the Biergarten proposal for Olbrich Park. This concept has been successful in Milwaukee and their Parks System. I have many friends in that area who have frequented them and they love it. It's a great family atmosphere and a nice place to unwind on a warm summer evening. I believe the concept proposed will add to the area, not detract. I can see no negative outcomes from allowing this to happen. Please strongly consider allowing this project to go through.

Sincerely,

David A. Younk

Sent from my iPad

**From:** [Joshua S. Brown](#)  
**To:** [licensing](#)  
**Subject:** Fwd: Olbrich Park Development  
**Date:** Thursday, December 22, 2016 12:13:34 PM

---

To Whom It May Concern:  
Please see email below that I originally sent to Alder Eskrich in support of Olbrich Park biergarten development.  
Sincerely,  
Joshua Brown

----- Forwarded message -----

**From:** **Eskrich, Sara** <[district13@cityofmadison.com](mailto:district13@cityofmadison.com)>  
**Date:** Tue, Dec 20, 2016 at 8:27 PM  
**Subject:** Re: Olbrich Park Development  
**To:** Joshua Brown <[joshuasbrown@gmail.com](mailto:joshuasbrown@gmail.com)>

Hi Joshua,

Thanks for your email. I have personal conflict of interest regarding this proposal, so I am completely recusing myself from anything to do with the proceedings.

If you want to share your support with the ALRC, please forward your email to [licensing@cityofmadison.com](mailto:licensing@cityofmadison.com)

Happy holidays,

Sara

---

Sara Eskrich  
**DISTRICT 13 ALDER**  
CITY OF MADISON  
(608) 669-6979  
[district13@cityofmadison.com](mailto:district13@cityofmadison.com)

Subscribe to District 13 updates at [www.cityofmadison.com/council/district13/](http://www.cityofmadison.com/council/district13/)

---

**From:** Joshua Brown <[joshuasbrown@gmail.com](mailto:joshuasbrown@gmail.com)>  
**Sent:** Tuesday, December 20, 2016 10:53 AM  
**To:** Eskrich, Sara  
**Subject:** Olbrich Park Development

General Information  
Name: Joshua Brown  
Address: 914 High St. #2  
City: Madison  
State: WI

ZIP: 53715

Phone: [530-613-3151](tel:530-613-3151)

Work Phone:

Email: [joshuasbrown@gmail.com](mailto:joshuasbrown@gmail.com)

Should we contact you?: No

Message:

**Dear Alder Eskrich,**

**I am writing to voice my support for the proposed Olbrich Biergarten. I believe there are many positive that will come from creating a community space where neighbors can gather, that recognizes the cultural heritage of Wisconsin and that is likely to be a significant revenue generator for the Parks. While there are certainly risks as with any project, these are far outweighed by the benefits to the community and I ask that you support this project. As appropriate, please forward my support to the ALRC prior to the meeting on this topic.**

**Best regards,**

**Joshua Brown**

Recipient:

Sara Eskrich

--

Joshua S. Brown, OTD, OTR/L  
Pediatric Occupational Therapist  
Youth Theatre Educator

**From:** [Bill Adolfsen](#)  
**To:** [Reyes, Gloria](#); [james1771@frontier.com](#); [katsbigbox@gmail.com](#); [orrantia@wisc.edu](#); [Verveer, Michael](#); [Bidar-Sielaff, Shiva](#); [Skidmore, Paul](#); [msd@foolproofplan.net](#); [grades5@yahoo.com](#); [sfletcher@uwsa.edu](#); [tlc@mailbag.com](#); [ferchocs@yahoo.com](#); [Christianson, Eric](#); [Allen, Roger](#)  
**Subject:** Olbrich Beer Garden  
**Date:** Friday, December 23, 2016 11:42:26 AM

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Hi all:

Just read the recent capital times article on the proposed beer garden in olbrich park. I was concerned to hear that the proposal has been viewed as controversial by some and opposed by the Eastmorland Association. I live in the Eastmorland neighborhood and would like to voice my whole hearted supported for the project. I believe the project would be a great addition to the east side and especially a good use for a beach area that is hardly used.

I have also voiced my opinion to my alderman David Ahrens and the president of the Eastmorland Community Association.

Thanks for letting me throw in my two cents!

Best,

Bill Adolfsen  
3909 Tulane Avenue  
Madison WI 53714

**From:** [Cynthia Watson](#)  
**To:** [Verveer, Michael](#)  
**Cc:** [tlc@mailbag.com](#); [sfletcher@uwsa.edu](#); [Bidar-Sielaff, Shiva](#); [Allen, Roger](#); [Skidmore, Paul](#); [grades5@yahoo.com](#); [msd@foolproofplan.net](#); [orrantia@wisc.edu](#); [katsbigbox@gmail.com](#); [james1771@frontier.com](#); [Reyes, Gloria](#); [ferchocs@yahoo.com](#); [Christianson, Eric](#)  
**Subject:** Opposition to Olbrich Biergarten  
**Date:** Friday, December 16, 2016 2:53:57 PM

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To whom it may concern;

I'm writing today to voice my opposition to licensing of the Olbrich Biergarten. We as a community asked for alcohol to be banned from the park. Now, a private business with no experience in the hospitality industry is being granted the opportunity to sell alcohol on a huge scale. Currently, Olbrich Park is one of the few places I can enjoy with my children and not have to worry about the casual consumption of alcohol. Especially casual consumption on such a large scale in an open environment. Granting this license will drastically alter the entire park and surrounding areas in a negative way. Not every place made to attract people needs alcohol. This particular place already attracts large numbers of people without the need for alcohol.

There are already at least eight other establishments selling alcohol within a mile of the park despite this being a mainly residential area. One is even located adjacent to the park. Dane County's most current study published in 2014 shows that "Higher density of alcohol retail outlets are correlated with higher rates of: -Violent crime, including domestic abuse, assault, and sexual assault. -Alcohol poisoning and illness related to alcohol -Lost worker productivity". Adding this large outdoor bar will do more harm than good for the community by Dane County's own standards. That study also shows the current ratio of alcohol establishments to residents at 1:403. We do not need another establishment selling alcohol. Not only will granting this license cut off a large section of the park to underage park users but it's been suggested to remedy that by allowing unaccompanied underage users access anyway. Where does this stop? Do we allow minors in every establishment licensed as a Tavern without a legal guardian or just make the exception for this private company?

Granting the developers special events will put even further strain on the community by allowing access to up to 1000 patrons. 300 people are difficult enough to control in ideal circumstances. Controlling 1000 patrons many of whom are drinking is ambitious especially for developers with no experience, no authority to remove people from the park, no on site security and no barriers to the drinking area. Every day operations will already put an undue burden on the safety of the surrounding area. The special events could prove disastrous.

Adding alcohol to a situation is rarely a good solution to anything. Adding it in to a public park continues to add into the prevalent perception in Madison that drinking is expected and necessary. I implore you to help break that stereotype while preserving a safe and family friendly environment I and many others enjoy.

Please take my concerns into consideration and do not grant this alcohol license.

Sincerely,  
Cindy Watson

**From:** [Carl Landsness](#)  
**To:** [Reyes, Gloria](#)  
**Cc:** [Rummel, Marsha](#); [Ahrens, David](#); [Wallner, David](#); [Knepp, Eric](#); [Yahoogroups](#); [Yahoogroups](#)  
**Subject:** Follow-up to Wednesday's ALRC meeting re Olbrich Beach Beer Garden  
**Date:** Saturday, December 24, 2016 12:01:27 PM

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Dear ALRC members and stakeholders...

I was very "sobered" at [Wednesday's ALRC meeting](#) (as I write to many Olbrich stakeholders: [here](#))...

challenged and drained by Madison's growing dependence on and investment in alcohol, indulgence and distraction (vs. more soul-serving endeavors and investments)...

while I waited four hours to speak three minutes (instead of attending a soul-feeding "Songs of the Soul" interfaith gathering at Gates of Heaven).

I honor you committed souls who are willing to commit so much time and energy to community service...

and empathize with your patience and endurance (wondering how the heck you do it).

I intend to address such issues at an Imagine Madison forum on Sat. Jan. 28th at James Reeb UU (behind East High)...

with the [Imagine Madison](#) planners presenting and responding to many east side organizations and neighborhoods...

plus catalyzing many other gatherings and interactions before then.

These placemaking proposals present pregnant possibilities for **profound** placemaking...

and **peacemaking**...

transcending the fear, anger, blame and avoidance I see poisoning our people and places...

local to global.

I hope that I, you and *We The People* find the courage to face and embrace them with wisdom.

Carl Landsness

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**From:** Carl Landsness  
**To:** Alcohol License and Review Committee  
**Cc:** Marsha Rummel ; David Ahrens ; David Wallner ; Eric Knepp ; Yahoogroups ; Yahoogroups  
**Sent:** Tuesday, December 20, 2016 3:00 PM  
**Subject:** Re Olbrich Beach Beer Garden

Dear ALRC members...

I write as a Madison native, current elder, child of Olbrich Beach and board member

of Eastside Planning Council, Friends of Starkweather Creek and Goodman Community Center advisory council (but not speaking **for** them).

Olbrich Beach is very dear to me (as I wrote Madison Parks Commissioners below)... as my primary beach and park as a youth in the 50's and 60's... and now as a re-**fired** public steward.

After 30 years away from my Madison roots... my return (in 04) stimulated half joy and half grief:

- Joy for the many life-serving improvements and connections
- Grief for the many soul-stifling indulgences and decay

Bike paths, green spaces, placemaking and festivals gave me joy. Excessive drinking, entertainment, sports and polarization gave me grief.

Attending three presentations re the bier garden proposal for Olbrich gives me mixed feelings:

- Liking the city intentions, Milwaukee experiments and bier garden proposal/proposers
- Uncomfortable with neighbors' concerns, city responses and unaddressed concerns of others (e.g. Friends of Starkweather: attached; my own concerns: below)

Given recent state and national events that have stunned, terrified and angered many...

I find it synchronistic to see a "Hail Mary" applicant on Wednesday's ALRC agenda... and your meeting falling on the winter solstice (the longest night).

Perhaps we need a "Hail Mary" to bring new light to our dark night of despair and denial...

exploring win/win ways to work with our fears, tensions, terror and adversaries... vs. the numb, dumb and run (or blame, bash and bully) tactics that excessive alcohol can tempt, test or torment.

I will elaborate at [Wednesday's meeting](#).

Carl Landsness

Madison native son, prodigal son, placemaker, peacemaker, troublemaker and steward (e.g. [here](#) and below)

**From:** Carl Landsness

**To:** Eric Knepp

**Cc:** David Wallner ; Mike Bare ; Darren Bush ; David Ahrens ; Marsha Rummel ; Yahooogroups ; Yahooogroups ; Yahooogroups

**Sent:** Wednesday, December 14, 2016 3:53 PM

**Subject: Comments re beer garden and canoe rentals at Olbrich beach**

Dear Park Commissioners,

Olbrich Park and beach are very dear to me...  
as my primary park and beach growing up in the 50's and 60's...  
and now as a board member of Friends of Starkweather Creek, Eastside Planning Council, Goodman CC Advisory Council and re-fired placemaker, peacemaker, troublemaker and steward (throughout my beloved roots in Madison).

When I returned to my Madison roots in 04 (after 30 years out west in hi-tech yuppiedom)...

I celebrated half and grieved half the changes I saw...  
including the Olbrich and Starkweather area.

As a youth, the Olbrich beach, skating rink and toboggan hill were primary social centers for all ages.

In 2004, I cried when swimming in the deserted pea soup waters of Olbrich...  
and skated in the almost empty skating rink.

Yet...

canoeing up Starkweather Creek (with Friends of Starkweather champions) did more to help me heal from depression than any expert, pill or process...  
inspired by what the Friends had done (with city help)...  
and by the hidden gifts of urban wilderness and human stewardship...  
the ideal antidote to [Nature Deficit Disorder](#).

Now...

such connection and stewardship (through the Friends in collaboration with city and Goodman CC) gives me hope for humanity **and** Madison...  
especially when introducing young children (e.g. Goodman CC youth) to such gifts...  
and receiving the gifts of wonder, awe and glee from **them**.

Re the beer garden and canoe rentals at Olbrich beach...

I have mixed feelings...

but willing to explore win/win ways to synergize and serve both people and place...  
balancing inner and outer, personal and collective, people and nature, practical and magical.

While I am wary of adding yet another place of indulgence and drinking to the numb, dumb and run behaviors of Madison that concern me...

I like the feel of the process and people I've heard so far.

I felt badly for the very adversarial and angry energy at the Lake Edge Church session...

yet can empathize with the fears and frustrations of neighbors (for diverse reasons).

I personally want city parks, planning, engineering, health and water to revisit the master plan for the entire Olbrich area (with all stakeholders)...

**and** the entire Starkweather watershed (reaching beyond the airport and East Towne).

I (and others) see huge opportunities (some way out of the box) for this area... addressing a broad range of social, political, educational economic and environmental issues now depressing and destroying people and place... especially recently:

- Restoring or reinventing many of the flat filled areas of Olbrich to a more natural area that naturally cleanses and balances toxins and nutrients (per former Nelson Institute grad student Steve Thomforde: attached)
- Distributing "floating islands" in the lake and up the creek to rebalance and beautify nature and landscape ([here](#) and [here](#))
- Creating an enclosed traffic arch and art peace on Atwood by Olbrich Gardens... to silence noise, frame the garden view corridor and extend the gardens to the lake (with children's play fountains, art and horticulture)
- Integrating the Garver/Baum proposal with an innovative vision by UW grad student Parker Jones for the 26 acre "North Plat" (attached).
- Revisit leaf, salt and fertilizer usage and disposal throughout the watershed (much already in process)...

along with the city proposal for phosphorus removal at Voit pond

I will elaborate further at [tonight's meeting](#).

In search of sanity, serenity, serendipity and **synergy**,  
Carl Landsness (not speaking for any organization I'm part of)

PS My incoming email has been down since last night (so may be writing without current info).

*The future will belong to the nature-smart:  
those individuals, families, businesses, and political leaders who develop a deeper  
understanding of the transformative power of the natural world and who balance the  
virtual with the real.*

*The more high-tech we become, the more nature we need.*

—[Richard Louv](#)



**From:** [Samantha Link](#)  
**To:** [Gloede, Carl](#); [Christianson, Eric](#); [ferchocs@yahoo.com](mailto:ferchocs@yahoo.com); [Reyes, Gloria](#); [james1771@frontier.com](mailto:james1771@frontier.com); [katsbigbox@gmail.com](mailto:katsbigbox@gmail.com); [orrantia@wisc.edu](mailto:orrantia@wisc.edu); [Verveer, Michael](#); [msd@foolproofplan.net](mailto:msd@foolproofplan.net); [grades5@yahoo.com](mailto:grades5@yahoo.com); [Skidmore, Paul](#); [Allen, Roger](#); [Bidar-Sielaff, Shiva](#); [sfletcher@uwsa.edu](mailto:sfletcher@uwsa.edu); [tlc@mailbag.com](mailto:tlc@mailbag.com)  
**Subject:** Thank you- ALRC- Biergarten  
**Date:** Saturday, December 24, 2016 6:25:52 PM

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Dear ALRC Commissioners,

Hello, my name is Samantha Link and I am a resident of the Eastmorland Community District. I am against the Biergarten proposal because I believe that it would have an adverse effect on my community.

I attended the meeting on Wednesday night, when you decided to defer the Biergarten's application for licensure until next meeting.

I would like to thank you for listening to our concerns and then proceeding to have a substantive discussion about them. It felt so good to know that our concerns as a community were being heard. Finally, it felt like someone else was validating that our worries in regards to this project were real. This is the first time I have ever taken a strong stand on an issue in local politics. After the Parks Commission unanimously supported the project after a lot of neighborhood testimony in opposition, I felt demoralized. I felt as if our voices would not be heard and this project would be foisted upon us without any regard to what we said to the contrary. I now feel a renewed sense of hope in our democracy and that the Biergarten proposal can now be discussed more openly.

So, I would like to thank you and I hope that you all have a Happy Holiday.

Best Regards,  
Samantha Link

**From:** [Ross Snover](#)  
**To:** [Reyes, Gloria](#); [james1771@frontier.com](#); [katsbigbox@gmail.com](#); [orrantia@wisc.edu](#); [Verveer, Michael](#); [Bidar-Sielaff, Shiva](#); [Skidmore, Paul](#); [msd@foolproofplan.net](#); [grades5@yahoo.com](#); [sfletcher@uwsa.edu](#); [tlc@mailbag.com](#); [ferchocs@yahoo.com](#); [Christianson, Eric](#); [Allen, Roger](#)  
**Subject:** Biergarten  
**Date:** Thursday, December 29, 2016 12:04:09 PM

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Dear ALRC,

I would like to voice my support for the proposed biergarten at Olbrich park. I am a community member of Eastmorland living at 702 Dempsey Rd.

There is nothing wrong or illegal about responsible drinking. Zero tolerance laws, rules, and prohibitions rarely work. Or if they do, they just push the issue into more unregulated and secretive places. Until recently drinking was allowed in Olbrich. It was banned last year mostly as a thinly veiled measure to get rid a few homeless people. The ban didn't take into account the majority of us who sipped a few beers at softball or had some wine with a picnic lunch or dinner on the lake. Do you think those homeless people and their underlying issues just disappeared?

Living in a city requires compromise. We all have neighbors who annoy us in some way. But we take the bad with the overwhelming good. The community, the activities, the amenities, the friends. While I didn't agree with the alcohol ban in Olbrich I can live with it. If I can live with that, why can't my neighbors live with a highly regulated common sense way to allow people who do enjoy a couple of beers in the park? The parks don't just belong to people who do drink or people who don't drink. They don't just belong to dog owners or non dog owners. They don't just belong to the rich or to the poor. But are parks have a way of singling out certain types of residents.

I am a teacher and I have an 8 month old son. I like a couple of beers by the lake or during a Packer game. Does that make me a bad person? The Eastmorland Neighborhood Association is a small group of the 1500+ people who call Eastmorland home. They have a way of taking uncompromising positions that don't reflect the way the majority of us feel. Please don't give their concerns more weight than the support given by the other two affected neighborhood associations or the majority of us here on the near east side.

Thank you,  
Ross

**From:** [Russell Knudson](#)  
**To:** [Reyes, Gloria](#); [james1771@frontier.com](#); [katsbigbox@gmail.com](#); [orrantia@wisc.edu](#); [Verveer, Michael](#); [Bidar-Sielaff, Shiva](#); [Skidmore, Paul](#); [msd@foolproofplan.net](#); [grades5@yahoo.com](#); [sfletcher@uwsa.edu](#); [tlc@mailbag.com](#); [ferchocs@yahoo.com](#); [Christianson, Eric](#); [Allen, Roger](#)  
**Subject:** Proposed Olbrich Biergarten  
**Date:** Monday, January 02, 2017 9:59:59 AM

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Hello,

We are writing to express favor and approval for the proposed biergarten in Olbrich Park. We own a home and are raising a family approximately two blocks from the proposed location. I have read opposing questions that were put forth by opposition to the project as well as the developer's responses to the questions. I feel that the responses by the developers were adequate and that the proposed project has great potential to add value to the surrounding area.

We are happy to speak further on this issue and appreciate your consideration and diligence in this matter.

Russell and Kaitlin Knudson,  
238 Walter St. Madison, WI

**From:** [Andy Olsen](#)  
**To:** [Gloede, Carl](#); [Christianson, Eric](#); [ferchocs@yahoo.com](mailto:ferchocs@yahoo.com); [Reyes, Gloria](#); [james1771@frontier.com](mailto:james1771@frontier.com); [KATHRYN HILL](#); [Leslie Lang](#); [Verveer, Michael](#); [msd@foolproofplan.net](mailto:msd@foolproofplan.net); [grades5@yahoo.com](mailto:grades5@yahoo.com); [Skidmore, Paul](#); [Allen, Roger](#); [Bidar-Sielaff, Shiva](#); [sfletcher@uwsa.edu](mailto:sfletcher@uwsa.edu); [tlc@mailbag.com](mailto:tlc@mailbag.com)  
**Cc:** [Ahrens, David](#)  
**Subject:** Please pass Olbrich Biergarten Approval and bring back pitchers  
**Date:** Tuesday, January 17, 2017 9:20:55 PM

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Dear members of the ALRC:

Please pass the proposal for the proposed Biergarten for Olbrich Park and please reverse previously passed restrictions.

I previously wrote to you asking for a delay in acting on the proposed Biergarten for Olbrich Park. Thank you for doing so. Since then I have researched the proposal and found my concerns were addressed.

Also since then conditions have been added that increase costs to citizens to use the facility, including a prohibition against pitchers. More local citizens can use the Biergarten with more economical pitcher pricing. Pitchers for the people!

There are calls for a fence for the Biergarten. Please resist those calls. We're not cattle and we don't need to be herded into a stock yard. This is another change that would drive up costs and reduce Biergarten feasibility. Likewise, closing hours should be returned to 10 PM.

Thank you,

Andy Olsen  
608-334-1456

On Wed, Nov 16, 2016 at 4:57 PM, Andy Olsen <[andyo1960@gmail.com](mailto:andyo1960@gmail.com)> wrote:  
Dear Members of the ALRC:

Following press reports I became aware of the proposed Biergarten for Olbrich Park. Due to a conflict I cannot attend your meeting this evening. After review of the application, I have concerns as follows and ask you to send this back to the Parks Commission for more review:

- In our neighborhood (see Cottage Grove Road) we already have plenty of opportunities to find local private businesses that serve beer. A publicly subsidized competitor is not needed to serve the beer-drinking public.
- The functions of the proposed Biergarten are already served, and served better, by the East Side Club, a community-run facility adjacent to the park. The ESC is run by volunteer citizens, including many Madison residents and has served the community for generations and is open to the public.

Please consider moving the Biergarten site to Law Park, next to Monona Terrace. Your reaction might understandably be "but that would detract from Monona Terrace." Exactly my point as regards the ESC.

With so much lake shore in Madison, why must the city place this so as to provide subsidized competition, right next to a prized community facility? Madison has miles of lake front to choose from.

- The plans for the facility seem inadequate as regards trash. Trash pickup will be voluntary. It seems very likely we will have beer cups and other trash littering Olbrich Park and the lake.
- With all that concentrated foot traffic in one area we can probably expect loss off grass cover. The plans in the application are literally sketchy and vague. Who has responsibility for maintaining that area to prevent loss of ground cover? Taxpayers? Loss of ground cover can also lead to soil erosion into the lake.

There are other questions. There is plenty of time before a spring opening for this matter to be given more careful and deliberate consideration. I ask you to send decline or delay this application to better protect the public interest.

Thank you for your attention.

Andy Olsen

--

**Andy Olsen**  
4108 Hegg Ave  
Madison WI 53716  
[608-334-1456](tel:608-334-1456)

--

**Andy Olsen**  
4108 Hegg Ave  
Madison WI 53716  
608-334-1456

**From:** [Carol Nickles](#)  
**To:** [licensing](#); [Witzel-Behl, Maribeth](#)  
**Cc:** [Jennifer Laack](#); [Jenn Jackson](#); [Kathy Soukup](#); [Pauline Gilbertson](#); [Julia Sherman](#)  
**Subject:** Opposition to Olbrich Park Bier Garden Proposal  
**Date:** Tuesday, January 17, 2017 10:54:59 PM

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Good Evening,

I'm writing to first share an overdue thank you to the ALRC committee members for listening to mine and my neighbors' testimony on 12/21/2016 against the Bier Garten. I also am grateful to those of you who clearly heard us, recognized our concerns, and verbalized them to the BKM developers. I went home feeling very heard. Thank you again so much.

The City Parks Commission listened to all of this testimony and we did not feel heard at all--then they passed it with a unanimous vote at the 12/14/16 meeting. We were definitely not heard at all and were lectured that change is hard. This BKM Bier Garten proposal has been on a fast track and I was first notified about it at the end of November. I then called Kathy Soukup, the Eastmorland Neighborhood President and began attending meetings including the 5+ hour long ALRC meeting on 12/21/16.

I have lived in the Eastmorland neighborhood on Busse Street near the intersection of Busse and Dennett Drive for 27 years. I moved here from the Chicago suburbs and fell in love with the green and blue spaces of Madison and Dane County with its higher quality of life. I have enjoyed Olbrich Park from inside my house (with open windows) and in my yard in the warmer seasons as I hear the sounds of children playing sports, boats motoring on the lake and the laughter of families enjoying this beautiful park. I have also enjoyed it from my many years as a young mom taking my son and daughter to the beach, to the art cart, to picnic, their soccer games, to fish and enjoy beautiful sunrises and sunsets. As my children grew up, Olbrich Park became my refuge to walk, do yoga, meditate, take photographs and take a quiet break from my fast paced and often stressful work life as a full time school social worker and as a part time therapist.

I have also experienced the chaos, noise, slammed parking, and utter frustration of people littering in my yard and a few who trespassed in my second lot to urinate when there are special events like this past summer's fireworks at Olbrich Park and when the East Side Club has had overflow from their special events. If this bier garden proposal is approved, there goes my quality of life. Instead I will be dealing with noise, non stop parking, litter, drunken patrons in the park and in my neighborhood seven days a week. Olbrich Park will no longer be my refuge. I feel strongly that the City Parks Commission are not being good stewards of Olbrich Park with this proposal. It does not align at all with their mission statement and values. This is also going against the decision in 2015 to ban alcohol in city parks. So why the flip flopping now? Again it makes no sense.

I enjoy the high quality of life in my neighborhood and as you learned and listened, many of my neighbors feel the same way. I would also like to share that I disagree with the Parks Commission alleging that this is an underutilized park due to the beach house being in poor condition. This is simply false and their assertion is based on their myopic view to get this bier garden approved. Does the beach house need to be replaced? Absolutely! But just because we have a deteriorating beach house

does not mean the short sighted answer is to put in a bier garten. This makes no sense. If the City of Madison wants input on improving the beauty, utilization and safety of our parks, then ask the people who live near them. My neighbors and I are a very caring, creative passionate group who would not only share ideas but roll up our sleeves and help make things happen. For example, I am confident that there would be grass roots fundraising done toward building a new beach house.

The developers of this bier garten and the Madison City Parks Commission should be considering parks that are not right next to residential neighborhoods. I heard that Olin Park neighbors wanted this bier garten yet they insist on placemaking in Olbrich Park. I would like them to consider placemaking a huge experiment such as a bier garten in a park by making it a traveling bier garten. I am tired of hearing how this is what they do in Milwaukee. Madison is a much smaller city compared to Milwaukee. The comparisons to Germany are interesting too. My response is that Germany does not have a binge drinking reputation of alcohol abuse--Wisconsin has a major reputation and I for one would like to see the culture change for the better in my lifetime. Our youth deserve a better culture that values the enjoyment of the beautiful outdoors without pairing it with a bar.

Thank you for your continued work on this matter and for all you do.

Gratefully Yours,

Carol Nickles  
3617 Busse Street  
Madison WI  
225-3194

**From:** [Naomi Kroth](#)  
**To:** [licensing; Park Commission](#)  
**Subject:** Olbrich Bier Garten  
**Date:** Wednesday, January 25, 2017 7:55:59 AM

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I am writing in support of the Olbrich Bier Garten. I live at 528 Atwood Avenue in the SASY neighborhood, and I think the Bier Garten would be a wonderful addition to the east side. Given the two beautiful lakes we are situated between, it is a shame that Madison does not have more lake shore dining and public socializing options. I can count on one hand the number of Madison restaurants with a lake view. The Bier Garten is a great opportunity to increase that number.

Many cities, including Chicago and Milwaukee have been successful with public/private partnerships helping to leverage and fund their parks divisions. I know some people are worried about the alcohol consumption, but if you look at the German history of Bier Gartens, they were about public socializing, a place to meet up with friends and spend time together in a public place (hence then name public houses, aka pubs). If the real concern is over-consumption and noise, I'd be more worried about the neighboring bars, like the Eastside Club or Jade Monkey, that stay open and serve until 1am.

I for one am very excited at the prospect of the Bier Garten. I hope the atmosphere will be like that of the Memorial Union. A fun place where I can bring my kids to enjoy the lake shore and purchase food and drink, and play a game. Maybe it is a little more colorful later in the evening, but with a closing time of 10pm, I can't see it getting out of hand.

Thank you for your consideration,

--

Naomi

**From:** [Heather Driscoll](#)  
**To:** [licensing](#)  
**Subject:** Olbrich beer garden  
**Date:** Monday, January 30, 2017 2:57:05 PM

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Hello,

I wanted to let you know that as a homeowner and resident of Oakridge Ave, I'm very supportive of the proposal to build a beer garden at Olbrich park. In fact, I'm really looking forward to it! I think it will be a wonderful addition to the east side.

Thanks!!

Heather Driscoll

**From:** [Allison Moseley](#)  
**To:** [licensing; Park Commission](#)  
**Subject:** Olbrich Beer Garden  
**Date:** Monday, January 30, 2017 3:01:39 PM

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To Whom it may Concern,

I am writing to express my support for the Olbrich Beer Garden project. We live in the Lake Edge neighborhood and would love to see the underutilized lake front developed in a way that would bring the community together and offer outdoor activities. I really enjoyed when the Central Park Sessions were held in that area and would appreciate the beer garden and kayak rentals.

Please don't let a vocal group of naysayers prevent this project from moving forward. I think if you asked the majority of people in the neighborhood they would express support for the project.

Thank you,

Allison Moseley

**From:** [Ivy Garlynd](#)  
**To:** [licensing](#)  
**Subject:** Olbrich Beach Biergarten  
**Date:** Sunday, February 05, 2017 5:30:49 PM

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To the Members of ALRC,

I am writing to request that you do not grant a liquor license to the BKM Group, LLC. I walk through Olbrich park on a daily basis. It is my sanctuary. I do not see the need for yet another alcohol selling establishment in that area. Thank you for considering my opinion.

Sincerely,  
Ivy Garlynd

*Let the Beauty we Love be what we do*  
Rumi

**From:** [David Silbernagel](#)  
**To:** [Verveer, Michael](#)  
**Cc:** [tlc@mailbag.com](#); [sfletcher@uwsa.edu](#); [Bidar-Sielaff, Shiva](#); [Allen, Roger](#); [Skidmore, Paul](#); [grades5@yahoo.com](#); [msd@foolproofplan.net](#); [orrantia@wisc.edu](#); [katsbigbox@gmail.com](#); [james1771@frontier.com](#); [Reyes, Gloria](#); [ferchocs@yahoo.com](#); [Christianson, Eric](#); [licensing@cityofmadison.com](#)  
**Subject:** Opposition to Biergarten  
**Date:** Friday, December 16, 2016 12:10:16 PM

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To Whom it May Concern,

I am writing to voice my opposition to the alcohol licensing of a private business in Olbrich Park. Adding alcohol back into this park and in such a large scale will drastically change the entire atmosphere of the park. Instead of a vibrant, yet peaceful, park that I and countless others enjoy with their friends and families there will be one of Madison's largest bars spilling into the park and surrounding area.

Does this bar even have its own form of security? Does it have the authority to remove those who have consumed too much? Three hour parking will be enforced, will those who drove but chose alternate ways home after imbibing too much then face tickets or their cars towed? What authority are we willing to give a private business doing such complicated work in our public parks? This also is exclusionary to anyone who is underage. If we make exceptions to let people into this bar who are underage without a proper guardian why not to every bar? How many concession do we give to these developers make this work?

Not every place needs a bar to be enjoyable or bring people together. This bar offers nothing for my young sons other than the opportunity to see people drinking, thus making alcohol consumption even more normalized. This is not the example I want to set for my boys.

Please take my concerns into consideration and do not grant this alcohol license.

Respectfully,  
Dave Silbernagel

**From:** [jason.garlynd](#)  
**To:** [licensing](#)  
**Subject:** In opposition of Olbrich Beirgarten  
**Date:** Sunday, February 05, 2017 6:19:15 PM

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Dear Members of the Alcohol License Review Committee,

I am a 25+ year resident of Madison's eastside. Granting a liquor license to the BKM Group, LLC to operate in Olbrich Park would not be in the interest of our wonderful city. The variety and severity of the potential negative consequences of establishing a beer tent on public land adjacent to the boathouse at Olbrich Beach Park demands rejecting the proposal. The three concerns listed below by themselves create a situation in which granting a liquor licence for operation of the beer tent would be a lapse in the trust that Madison citizens have vested in this committee.

- The parking lot is already utilized extensively by both informal and league soccer and ultimate sports teams. Putting additional demand for parking during weekend hours will create competition between recreational users and the paying customers of the beer tent for limited parking spaces. This request will be supporting a private enterprise who is going to be putting strain on the greater public utilizing public resources.
- Intentionally increasing the inebriated pedestrian traffic, especially during twilight hours, on this section of Atwood Avenue is a risky decision.
- BKM Group LLC has no experience or practical expertise with supervising responsible alcohol consumption, managing the potential for carry ins, or maintaining secure boundaries of the beer tent. The open layout of the park makes these tasks formidable even for seasoned bar owners.

Please consider carefully the issues of public safety and appropriate placement and location of new venues for alcohol sales and consumption in the city of Madison when considering this license requests. I urge you to reject the establishment of a beer tent in Olbrich Park.

Sincerely,

Jason Garlynd  
709 Rogers St.  
Madison, Wisconsin  
53703

**From:** [jason.garlynd](#)  
**To:** [licensing](#)  
**Subject:** In opposition of Olbrich Biergarten  
**Date:** Tuesday, February 07, 2017 8:30:54 PM

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Dear Members of the Alcohol License Review Committee,

I am a 25+ year resident of Madison's eastside. Granting a liquor license to the BKM Group, LLC to operate in Olbrich Park would not be in the interest of our wonderful city. The variety and severity of the potential negative consequences of establishing a beer tent on public land adjacent to the boathouse at Olbrich Beach Park demands rejecting the proposal. The three concerns listed below by themselves create a situation in which granting a liquor licence for operation of the beer tent would be a lapse in the trust that Madison citizens have vested in this committee.

- The parking lot is already utilized extensively by both informal and league soccer and ultimate sports teams. Putting additional demand for parking during weekend hours will create competition between recreational users and the paying customers of the beer tent for limited parking spaces. This request will be supporting a private enterprise who is going to be putting strain on the greater public utilizing public resources.
- Intentionally increasing the inebriated pedestrian traffic, especially during twilight hours, on this section of Atwood Avenue is a risky decision.
- BKM Group LLC has no experience or practical expertise with supervising responsible alcohol consumption, managing the potential for carry ins, or maintaining secure boundaries of the beer tent. The open layout of the park makes these tasks formidable even for seasoned bar owners.

Please consider carefully the issues of public safety and appropriate placement and location of new venues for alcohol sales and consumption in the city of Madison when considering this license request. I urge you to reject the establishment of a beer tent in Olbrich Park.

Sincerely, Jason Garlynd

709 Rogers St.  
Madison, WI. 53703

**From:** [Christianson, Eric](#)  
**To:** [licensing](#)  
**Subject:** Fw: Support for Olbrich Biergarten  
**Date:** Thursday, February 09, 2017 11:38:53 AM

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Eric Christianson  
Madison City Clerk's Office  
Room 103,  
City-County Building,  
210 Martin Luther King Jr. Blvd. 53703  
TEL: (608) 266-4601  
TTY: (608) 266-6573  
FAX: (608) 266-4666 FAX: (608) 266-4666  
[Echristianson@cityofmadison.com](mailto:Echristianson@cityofmadison.com)

"We exist to assist"

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**From:** Jessica Slind <[jessica.slind@gmail.com](mailto:jessica.slind@gmail.com)>  
**Sent:** Thursday, February 9, 2017 10:43:16 AM  
**To:** Reyes, Gloria; [james1771@frontier.com](mailto:james1771@frontier.com); KATHRYN HILL; Leslie Lang; Verveer, Michael; Bidar-Sielaff, Shiva; Skidmore, Paul; [msd@foolproofplan.net](mailto:msd@foolproofplan.net); [grades5@yahoo.com](mailto:grades5@yahoo.com); [sfletcher@uwsa.edu](mailto:sfletcher@uwsa.edu); [tlc@mailbag.com](mailto:tlc@mailbag.com); [ferchocs@yahoo.com](mailto:ferchocs@yahoo.com); Christianson, Eric; Allen, Roger  
**Subject:** Support for Olbrich Biergarten

Dear members of the Alcohol License Review Commission,

As an Eastmorland neighborhood resident, I just wanted to voice my strong support for the Olbrich Biergarten. I think this will be a great addition to our neighborhood and the park. This large park and lovely shoreline isn't utilized to its full potential. I frequent this park on a regular basis with my 2 small children and I believe the biergarten will be a great meeting place for neighbors, friends, and families. I've always enjoyed the Terrace at Memorial Union and I believe the Olbrich Biergarten can provide a similar venue right in our own backyard. Thus, I strongly encourage you to approve this project.

Thank you for your time,  
Jessica Slind  
3909 Tulane Avenue  
Madison, WI 53714

**From:** [Christianson, Eric](#)  
**To:** [licensing](#)  
**Subject:** Fw: Olbrich Beer Garden  
**Date:** Thursday, February 09, 2017 11:39:05 AM

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Eric Christianson  
Madison City Clerk's Office  
Room 103,  
City-County Building,  
210 Martin Luther King Jr. Blvd. 53703  
TEL: (608) 266-4601  
TTY: (608) 266-6573  
FAX: (608) 266-4666 FAX: (608) 266-4666  
[Echristianson@cityofmadison.com](mailto:Echristianson@cityofmadison.com)

"We exist to assist"

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**From:** Bill Adolfsen <[badolfsen@gmail.com](mailto:badolfsen@gmail.com)>  
**Sent:** Thursday, February 9, 2017 10:18:07 AM  
**To:** Reyes, Gloria; james1771@frontier.com; KATHRYN HILL; Leslie Lang; Verveer, Michael; Bidar-Sielaff, Shiva; Skidmore, Paul; msd@foolproofplan.net; grades5@yahoo.com; sfletcher@uwsa.edu; tlc@mailbag.com; ferchocs@yahoo.com; Christianson, Eric; Allen, Roger  
**Cc:** Jessica Slind  
**Subject:** Re: Olbrich Beer Garden

Dear members of the Alcohol License Review Commission:

Just wanted to reiterate my email below that as a Resident of the Eastmorland neighborhood I support the olbrich beer garden and think it will be a great addition to the neighborhood. I encourage you to approve the project.

From recent newspaper articles, I understand that some residents still oppose the project for various reasons but it seems that these reasons are getting a little silly especially in light of BKM's efforts to be accommodating on several aspects of the project.

Thanks!

Bill  
3909 Tulane Avenue

On Fri, Dec 23, 2016 at 11:42 AM, Bill Adolfsen <[badolfsen@gmail.com](mailto:badolfsen@gmail.com)> wrote:  
Hi all:

Just read the recent capital times article on the proposed beer garden in olbrich park. I was concerned to hear that the proposal has been viewed as controversial by some and opposed by the Eastmorland Association. I live in the Eastmorland neighborhood and would like to voice my whole hearted supported for the project. I believe the project would be a great addition to the east side and especially a good use for a beach area that is hardly used.

I have also voiced my opinion to my alderman David Ahrens and the president of the Eastmorland Community Association.

Thanks for letting me throw in my two cents!

Best,

Bill Adolfsen  
3909 Tulane Avenue  
Madison WI 53714

## Christianson, Eric

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**From:** Pauline Gilbertson [gilby52@tds.net]  
**Sent:** Tuesday, February 14, 2017 2:48 PM  
**To:** Witzel-Behl, Maribeth; licensing  
**Subject:** BKM, LLC proposal for Olbrich Biergarten  
**Attachments:** To the Board of Estimates.docx; Dear Parks Com corrected.docx  
  
**Categories:** Eric

In addition to the ALRC letter, which you already have on file, I have sent letters to The Parks Commission and to the Board of Estimates. I have attached these 2 word documents to this email. Please make these documents part of the public licensing file for the BKM, LLC proposal.

Thank you for your time and assistance, Pauline Gilbertson  
145 Cumberland LN  
Madison, WI 53714



Dear Board of Estimates:

Having studied BKM, LLC's latest contract proposal, I will outline several issues I feel need to be addressed:

Cost/Benefit Analysis:

-Will minimal fees be enough of a benefit to the city?

I recommend you add a sliding scale fee, or profit sharing, based on BKM's earnings/revenue.

-What are additional costs/expenses for the city of Madison?

Increased use of city personnel:

Park Rangers and Police for enforcement of: no drinking outside of leased premises; underage drinking violations; possible impaired driving while boating/driving; 3 hour parking rules during park's heaviest usage; potential disruptions because of the inequity of only allowing park drinking via beer garden sales (other park users would not be allowed to bring their own beer to the park).

-What has been the cost thus far, in the future, for city department personnel working on this? Ex: Parks Department; Planning; Engineering; Parking; Traffic (pedestrian safety)

Will BKM or the city pay for digging up sod and replacing with crushed stone?

Operational Costs:

There still appears to be questions regarding the responsibility for maintaining the beach house restrooms and who is paying for the electric costs.

Beach house upgrades:

Are the "improvements" that BKM plans to make necessary for general beach/park users or truly to benefit the business?

The Park Superintendent Eric Knepp has publically stated that the beach house has been neglected: why is the city not properly using my tax dollars to maintain our parks instead of privatizing a public park building?

Other Areas of Concern:

-Liability Issues: Will city insurance costs rise to cover the risk of accidents, if any over consumption should ever occur? And will BKM be required to carry insurance?

-Recommend an escrow account be required to cover any potential damages or unforeseen expenses.

-Length of the permit: I see anywhere from 2 to 7 year agreements being discussed for BKM. I believe that Milwaukee uses a one-year vendor permit and their beer garden vendors have an established history in the beverage industry. BKM, LLC was formed in June 2016 and has no experience in beverage/food vending, nor in managing any project.

-Concern that there was no open bidding for a private beer vendor in a public park. This beer garden concept was originally proposed in 2015 for Olin-Turville Park. It was not an original concept when BKM, LLC found the RFP online in 2016.

-Daily sales of alcohol, in a public park, is precedence setting for the city of Madison. I do not understand why it has raced through the system without going through the typical planning stages to examine the proposal through the lens of Equity, Health, Environmental Impact, and Cultural & Social Implications. The community has not been fully educated nor engaged in this process. I recommend putting on the brakes for this proposal and give it the full vetting that a policy change of this magnitude deserves.

-Why beer sales to raise park's revenue? Why not a non-alcohol concession stand selling ice cream, treats, sodas, water, etc? Why not non-profits like Boys & Girls Club or the Goodman Center partner with the city to run concessions? There are so many directions this could go without promoting alcohol.

Thank you for your consideration of the topics I have raised.  
Sincerely,

Pauline Gilbertson BA,MBA,MS  
145 Cumberland Lane  
Madison WI 53714  
(608) 246-2655

Dear Parks Commission:

Please reconsider your 2016 approval of the Olbrich Park biergarten proposal.

I have recently attended 2 of the City Visions planning meetings. The Olbrich biergarten does not appear to align with City Planning's 4 elements of Equity, Health, Sustainability and Adaptability. The biergarten takes away people's right to use Olbrich Park and beach without having to hear amplified music and the noise of up to 240 beer drinkers. Unaccompanied minors and those with alcohol issues will be denied access to public space. Other park users may not see the fairness of paying for craft beer while not being allowed to carry in their own less expensive beer.

If the Park Commission truly wanted a beer vendor in a city park then at the minimum it should have posted the opportunity as an open bidding process. Established Madison businesses with tavern experience might have been interested. I don't understand why an investment group with no prior track record was given exclusive rights to this concession.

The recently revised BKM proposal shows the footprint of used park space is much larger than its original proposal. The original proposal estimated leased space to be around .35 to .48 acre. The most recent draft shows the proposed space to be .58 acre. I have concerns with the additional loss of green space and the impact on the environment & habitat. This also further shrinks usable space for the healthier recreational lawn sports (soccer/Frisbee/catch/etc).

The draft contract with the City proposes that the watersport rental company is responsible for bathroom cleaning and stocking, but the biergarten will be open until 10 p.m. There will be times the watersport rental company is closed and the bathroom needs cleaning/supplies due to biergarten patron usage.

BKM's proposal calls for a 7-year option to earn private profits using public parkland on a daily basis from spring through fall. By contrast, Warner Park and Breese Stevens park use is for special-events, not daily use. Placing a private beer vendor in a public building next to a public beach is precedent setting and needs to be better vetted. Was the REQUIRED Park Master Plan amendment done "if a new recreational amenity will displace an existing recreational amenity"?

Many Olbrich area residents were not aware of the biergarten proposal, and did not have time to review and comment upon it, when the Parks Commission initially approved BKM's proposal on December 14, 2016. It is clear there is substantial opposition to the biergarten in the Olbrich neighborhood. According to City of Madison Parks Value Statement "The Madison Park System believes that our success is based on the following value(s):...We encourage public participation through outreach and community relations..." This outreach was severely lacking.

BKM's proposal certainly does not meet the Parks Vision Statement: "To provide the ideal system of parks, natural resources and recreational opportunities which will enhance the quality of life for everyone." Many neighborhood residents have come forward to express concern with the impact on their quality of life. A beer garden will only provide entertainment for a few at the expense of many. If people truly want to drink a beer by the lakefront then they only have to walk from the beachhouse, 240 feet down the shoreline, to the Tiki Lounge at the Eastside Club.

Please do not approve using public park space to sell beer on a daily basis. Drinking for recreation sends a wrong message to youth playing in the fields next to the biergarten.

I would encourage you to revisit the Mission Statement for Madison Parks. This proposal runs counter to all 5 parts of the mission statement.

Thank you for your time and consideration.

Pauline Gilbertson  
145 Cumberland Lane  
Madison, WI 53714

## Christianson, Eric

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**From:** Jenn Jackson [jennjackson@ymail.com]  
**Sent:** Tuesday, February 14, 2017 3:42 PM  
**To:** Gloede, Carl; Christianson, Eric; ferchocs@yahoo.com; Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; msd@foolproofplan.net; grades5@yahoo.com; Skidmore, Paul; Allen, Roger; Bidar-Sielaff, Shiva; sfletcher@uwsa.edu; tlc@mailbag.com  
**Subject:** Opposition to the Olbrich Biergarten  
**Categories:** Eric

Dear Members of the Alcohol License and Review Committee,

I am writing to you regarding my opposition to the Olbrich Biergarten alcohol license application.

In a State that has more than enough alcohol generated problems it is sad that the Parks Department has elected to champion another project that requires alcohol. I believe we can and should do better.

The Olbrich biergarten is inherently exclusive. It is a licensed tavern that must adhere to Wisconsin Liquor laws. As you are aware, this means grandparents cannot bring their grandchildren unless they are legally recognized as the child's guardian. It means a childcare provider or nanny cannot bring in children. It means 17 year old basketball players cannot cool down with a snack and water after their game.

It's obvious that craft beer is popular; it's also obvious that in our community this popularity is reflected in a predictably non diverse population, one that can afford to spend \$7 per beer. A person can bring in their own food and non-alcoholic beverages but they can't bring in their own alcohol. If I can't afford the prices I can't enjoy the same opportunity as my neighbors sitting next to me in a public park.

Although they excluded the community from the development of the RFP for the biergarten, the Parks Department indicates that this is a project for the community. There are many people in the community who choose not to be around alcohol, some struggling to do so. Yet this community gathering project relies on alcohol as a social lubricant and in doing so it eliminates the inclusion of individuals who do not drink.

I am very frustrated that the Parks Department awarded this project to a brand new developer. I've heard the argument on multiple occasions that it's necessary to hire new businesses or—how else would people start a business? Here's how, learn about the field you're interested by attending classes and working in the industry. BKM Group formed in June 2016, they do not have any relatable development or service industry experience. It is not our job to nurture, develop and support a brand new business venture. Certainly, we want to be a business friendly City and we've struggled with this issue for decades. Being business friendly doesn't mean we need to hire and serve as mentor to new businesses. Were this project awarded to an established industry leader such as the Food Fight group or the Great Dane I believe the operational and security concerns would have been addressed and eliminated immediately.

I've heard Superintendent Knepp, Alder Ahrens and Claire Oleksiak say this is the most vetted project in the history of projects. While I imagine the Monona Terrace will forever own that award I do know that a lot of time has been spent on this project. Unfortunately, I don't believe the hours have been

enough to set this pilot project up for success. This isn't ready; it isn't likely to ever be ready. We should have been working with industry experts who could implement best practices and bring industry expertise to this project especially as it is a pilot project that future biergarten plans will rely on.

Thank you considering my thoughts and concerns regarding this license application. Like Staff members have been reporting, I too have put in a lot of hours on this project, I stopped counting at 300. I certainly have gathered even more appreciation for everyone who serves on City Committees, Commissions and Boards, you have my gratitude.

Sincerely,

Jenn Jackson  
3730 Busse St.

## Christianson, Eric

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**From:** Carl Landsness [earthchild@rebirththeearth.org]  
**Sent:** Wednesday, February 15, 2017 1:49 AM  
**To:** Reyes, Gloria  
**Cc:** Rummel, Marsha; Ahrens, David; Wallner, David; Knepp, Eric; Oleksiak, Claire; Imagine Madison  
**Subject:** Re Olbrich beer garden  
**Categories:** Eric

Dear ALRC members...

I wrote you (below) and testified (3:35:00 of [this video](#)) in December re the Olbrich beer garden... and wish to add more (after much listening, reading, pondering and praying).

I find it very ironic and synchronistic for three profoundly (and prophetically) different and paradigm-shifting proposals to be on your Feb. agenda:

- Visions... the only nude entertainment within Madison (because of grandfather clause)
- Olbrich beer garden... the first bar in a Madison city park (and on prime lakefront)
- Hail Mary sports bar... weaving 'prayer', booze and sports (in a former church)

What **IS** our vision (and **values**) for Madison?

**Did WSJ writer Rickert nail Madison's motto** re solving problems: "When in doubt, add beer"? **Maybe we DO need a 'Hail Mary'** (the prayer part)... to save our decaying city values.

Ironically...

Mother Mary played a key role in this non Catholic's mid-life meltdown and wakeup (in 88)... when I resonated deeply with a book about Mother Mary's message to children in Medjugorje, Yugoslavia pleading to pray, pray, pray... and then **went** to Medjugorje (**twice**) with my wife and children... praying the Hail Mary often... when my humbled ego pride and intellect couldn't see a way through... and needed to be held by a divine feminine nurturing energy.

I'm **very** concerned that ego pride and fear is blinding most of Madison...

using numb, dumb, run (or blame, bash, bully) methods (e.g. excessive addictive alcohol, sex and other indulgences to cope with the massive messes we've created or allowed).

Only by surrendering my precious pride to a higher power, purpose and perspective (e.g. soul) did I find hope...

and do I see hope now...

for Madison...

and humanity.

I hope you choose wisely and soulfully...

**including prayer.**

Carl Landsness

Friends of Starkweather board member (but not speaking for the friends; our letter attached)

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**From:** Carl Landsness  
**To:** Alcohol License and Review Committee  
**Cc:** Marsha Rummel ; David Ahrens ; David Wallner ; Eric Knepp ; Yahooogroups ; Yahooogroups  
**Sent:** Saturday, December 24, 2016 11:59 AM  
**Subject:** Follow-up to Wednesday's ALRC meeting re Olbrich Beach Beer Garden

Dear ALRC members and stakeholders...

I was very "sobered" at Wednesday's ALRC meeting (as I write to many Olbrich stakeholders: [here](#))... challenged and drained by Madison's growing dependence on and investment in alcohol, indulgence and distraction (vs. more soul-serving endeavors and investments)... while I waited four hours to speak three minutes (instead of attending a soul-feeding "Songs of the Soul" interfaith gathering at Gates of Heaven).

I honor you committed souls who are willing to commit so much time and energy to community service... and empathize with your patience and endurance (wondering how the heck you do it).

I intend to address such issues at an Imagine Madison forum on Sat. Jan. 28th at James Reeb UU (behind East High)... with the Imagine Madison planners presenting and responding to many east side organizations and neighborhoods... plus catalyzing many other gatherings and interactions before then.

These placemaking proposals present pregnant possibilities for **profound** placemaking... and **peacemaking**... transcending the fear, anger, blame and avoidance I see poisoning our people and places... local to global.

I hope that I, you and *We The People* find the courage to face and embrace them with wisdom.

Carl Landsness

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**From:** Carl Landsness  
**To:** Alcohol License and Review Committee  
**Cc:** Marsha Rummel ; David Ahrens ; David Wallner ; Eric Knepp ; Yahooogroups ; Yahooogroups  
**Sent:** Tuesday, December 20, 2016 3:00 PM  
**Subject:** Re Olbrich Beach Beer Garden

Dear ALRC members...

I write as a Madison native, current elder, child of Olbrich Beach and board member of Eastside Planning Council, Friends of Starkweather Creek and Goodman Community Center advisory council (but not speaking **for** them).

Olbrich Beach is very dear to me (as I wrote Madison Parks Commissioners below)...  
as my primary beach and park as a youth in the 50's and 60's...  
and now as a re-fired public steward.

After 30 years away from my Madison roots...  
my return (in 04) stimulated half joy and half grief:

- Joy for the many life-serving improvements and connections
- Grief for the many soul-stifling indulgences and decay

Bike paths, green spaces, placemaking and festivals gave me joy.  
Excessive drinking, entertainment, sports and polarization gave me grief.

Attending three presentations re the bier garden proposal for Olbrich gives me mixed feelings:

- Liking the city intentions, Milwaukee experiments and bier garden proposal/proposers
- Uncomfortable with neighbors' concerns, city responses and unaddressed concerns of others (e.g. Friends of Starkweather: attached; my own concerns: below)

Given recent state and national events that have stunned, terrified and angered many...  
I find it synchronistic to see a "Hail Mary" applicant on Wednesday's ALRC agenda...  
and your meeting falling on the winter solstice (the longest night).

Perhaps we need a "Hail Mary" to bring new light to our dark night of despair and denial...  
exploring win/win ways to work with our fears, tensions, terror and adversaries...  
vs. the numb, dumb and run (or blame, bash and bully) tactics that excessive alcohol can tempt, test  
or torment.

I will elaborate at Wednesday's meeting.

Carl Landsness

Madison native son, prodigal son, placemaker, peacemaker, troublemaker and steward (e.g. [here](#)  
and below)

**From:** Carl Landsness

**To:** Eric Knepp

**Cc:** David Wallner ; Mike Bare ; Darren Bush ; David Ahrens ; Marsha Rummel ; Yahooogroups ; Yahooogroups ;  
Yahooogroups

**Sent:** Wednesday, December 14, 2016 3:53 PM

**Subject:** **Comments re beer garden and canoe rentals at Olbrich beach**

Dear Park Commissioners,

Olbrich Park and beach are very dear to me...  
as my primary park and beach growing up in the 50's and 60's...

and now as a board member of Friends of Starkweather Creek, Eastside Planning Council, Goodman CC Advisory Council and re-fired placemaker, peacemaker, troublemaker and steward (throughout my beloved roots in Madison).

When I returned to my Madison roots in 04 (after 30 years out west in hi-tech yuppiedom)...

I celebrated half and grieved half the changes I saw...

including the Olbrich and Starkweather area.

As a youth, the Olbrich beach, skating rink and toboggan hill were primary social centers for all ages.

In 2004, I cried when swimming in the deserted pea soup waters of Olbrich...

and skated in the almost empty skating rink.

Yet...

canoeing up Starkweather Creek (with Friends of Starkweather champions) did more to help me heal from depression than any expert, pill or process...

inspired by what the Friends had done (with city help)...

and by the hidden gifts of urban wilderness and human stewardship...

the ideal antidote to Nature Deficit Disorder.

Now...

such connection and stewardship (through the Friends in collaboration with city and Goodman CC) gives me hope for humanity **and** Madison...

especially when introducing young children (e.g. Goodman CC youth) to such gifts...

and receiving the gifts of wonder, awe and glee from **them**.

Re the beer garden and canoe rentals at Olbrich beach...

I have mixed feelings...

but willing to explore win/win ways to synergize and serve both people and place...

balancing inner and outer, personal and collective, people and nature, practical and magical.

While I am wary of adding yet another place of indulgence and drinking to the numb, dumb and run behaviors of Madison that concern me...

I like the feel of the process and people I've heard so far.

I felt badly for the very adversarial and angry energy at the Lake Edge Church session...

yet can empathize with the fears and frustrations of neighbors (for diverse reasons).

I personally want city parks, planning, engineering, health and water to revisit the master plan for the entire Olbrich area (with all stakeholders)...

**and** the entire Starkweather watershed (reaching beyond the airport and East Towne).

I (and others) see huge opportunities (some way out of the box) for this area...

addressing a broad range of social, political, educational economic and environmental issues now depressing and destroying people and place...

especially recently:

- Restoring or reinventing many of the flat filled areas of Olbrich to a more natural area that naturally cleanses and balances toxins and nutrients (per former Nelson Institute grad student Steve Thomforde: attached)
- Distributing "floating islands" in the lake and up the creek to rebalance and beautify nature and landscape ([here](#) and [here](#))

- Creating an enclosed traffic arch and art piece on Atwood by Olbrich Gardens... to silence noise, frame the garden view corridor and extend the gardens to the lake (with children's play fountains, art and horticulture)
- Integrating the Garver/Baum proposal with an innovative vision by UW grad student Parker Jones for the 26 acre "North Plat" (attached).
- Revisit leaf, salt and fertilizer usage and disposal throughout the watershed (much already in process)...

along with the city proposal for phosphorus removal at Voit pond

I will elaborate further at tonight's meeting.

In search of sanity, serenity, serendipity and **synergy**,  
Carl Landsness (not speaking for any organization I'm part of)

PS My incoming email has been down since last night (so may be writing without current info).

*The future will belong to the nature-smart:  
those individuals, families, businesses, and political leaders who develop a deeper understanding of  
the transformative power of the natural world and who balance the virtual with the real.  
The more high-tech we become, the more nature we need.*  
—Richard Louv

## Christianson, Eric

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**From:** Cindy Watson [theollieorange@gmail.com]  
**Sent:** Wednesday, February 15, 2017 2:25 AM  
**To:** licensing  
**Subject:** Opposition to Olbrich Tavern  
**Categories:** Eric

To whom it may concern:

I'm writing to voice my continued opposition to BKM's tavern in Olbrich Park.

There is still a safety concern considering there are so many unknown elements to this plan. The developers have refused to listen to the neighbors requests thus far.

If you must grant this license please put the following conditions on it: Two scheduled days closed every week and last serve at 8:30 pm.

Thank you,  
Cindy Watson  
Atwood Ave

## Christianson, Eric

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**From:** David Silbernagel [dsilbernagel@uwalumni.com]  
**Sent:** Wednesday, February 15, 2017 2:31 AM  
**To:** licensing  
**Subject:** Continued opposition to Biergarten  
**Categories:** Eric

To whom it may concern,

I'm writing to voice my continued opposition to the Olbrich Biergarten. The same issues that were present the last time I wrote still have not been addressed but the city continues to push this plan through.

If you chose to grant them the privilege of taking over a section of the park for a bar please put the following restrictions on the license: 1. Closed two days a week. Scheduled days, not rain days. 2. Last serve at 9pm.

Please include this in the official record.

Thank you,  
Dave Silbernagel  
Eastmorland Resident

Dear Ladies & Gentlemen of the ALRC.

As a concerned constituent, I am writing asking for your NO VOTE on the alcohol license for the proposed biergarten in Olbrich Park due to the following considerations:

**Size** (240 capacity, among the largest taverns in Madison) It's too large for the proposed area.

**Safety/Drunk driving** (swimming, shared bathrooms, pedestrians, biking, drunk driving, increase in traffic, boaters)

**Concerns about patrons being over-served** When people are over served, it creates safety issues in and around the park and city streets.

**Park alcohol ban** - This was worked on and implemented in the last 2 years it has been successful in addressing behavior issues. Reintroduction of alcohol conflicts with family friendly spaces, etc.)

**Intoxicated/unruly patrons being removed into the park.** The bar managers can force a patron to leave the establishment, but they cannot kick the patron out of the park. They would be forcing a drunk or problematic patron into the park.

**Impacts to nearby residents** I'm concerned that the bar will have a negative impact on the surrounding neighborhood. Many residents would not have expected Olbrich Park would open a bar for seating of up to 240 patrons when they purchased their homes, condos or rented their apartments, not to mention the impending traffic congestion

**Role modeling** - The park is consistently advertised as family friendly space; a biergarten would be a disruption of a family atmosphere.

**Solving the need for 'placemaking' with alcohol instead of activities.**

**Bar in a Park** adding a bar in a park changes its character in a way that negatively impacts families, children, and the current park users (this connects to alcohol consumption in general and the message we're sending our kids) Eastside Club with a bar on the lake all summer- ¼ block away.

**Days and hours** (Monday-Thursday from 4:00 PM—10:00 PM, Friday 3:00 PM—10:00 PM, Saturday and Sunday 12:00 PM—10:00 PM, *open until 10 every day*) \* these hours have been minimally changed

**Season:** Open daily from April/May—October, is a very long season.

**Inexperience** (BKM plans to hire a very qualified manager, is this enough to make up for their complete lack of experience?)

**Strain on Park/Police Resources:** Since BKM Group, LLC will only have the ability to control patrons within the Biergarten they will need to rely on Park Rangers or Police Officers to deal with any issues created by this project that end up outside of the Biergarten but in the park, parking lots, sidewalks, lake and streets.

**Negative impact of alcohol consumption-** loud, overt behavior, public urination, etc.

**Safety** - Everyone should feel comfortable and safe and not have to be in a drinking atmosphere.

**Exclusive-** it would take up a lot of public green space. The shoreline closest to the parking lot and a large area of the green space by the parking lot.

Thank you for your attention to this matter. Respectfully submitted, your concerned constituent,

Ms. Joy A. E. Morgen, 1901 Dondee Road, Madison, WI 53716

**From:** [Lance Wilde](#)  
**To:** [licensing](#)  
**Subject:** Olbrich Biergarten support  
**Date:** Friday, December 16, 2016 9:36:07 AM

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Hi, I am a nearby resident. I do not drink myself, but I think it sounds nice and "gemuetlich" for those who do.

Thank you, Lance Wilde 4102 Drexel Ave Madison 608-244-4175

## Christianson, Eric

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**From:** Etnier, Janet Louise [DETNIER@uwec.edu]  
**Sent:** Tuesday, February 14, 2017 12:54 PM  
**To:** Gloede, Carl; Christianson, Eric; ferchocs@yahoo.com; Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrant19@wisc.edu; Carter, Sheri; sfletcher@uwsa.edu; tic@mailbag.com; Verveer, Michael; Skidmore, Paul; Bidar-Sielaff, Shiva  
**Cc:** msd@foolproofplan.net; Allen, Roger; grades5@yahoo.com  
**Subject:** Proposed Olbrich Biergarten  
**Categories:** Eric

As a resident of Madison, I am opposed to the Olbrich Biergarten, not because I'm opposed to beer but for the precedent this sets of using public land for private gain.

Also this project presents a myriad of problems, many relating to alcohol.

- the capacity of the biergarten at 240 is huge.
- there is no additional parking for those patrons in an already bustling, highly utilized park.
- noise from amplified music and voices of 240 patrons. Even with speakers turned west toward the lake, the prevailing winds are usually from the west and already carries the sound of music and visiting from the East Side Club deep into the neighborhood. Imagine amplified music not just occasionally as in the East Side Club but DAILY for 6 MONTHS OF THE YEAR (from April or May into October)!
- safety issues including pedestrians crossing busy Atwood Ave., bicycle safety and impaired driving due to alcohol.
- without an enclosed area, BMK cannot control who enters and leaves (with a beer to wander the park). The area is used by families so this proves to be a problem.
- the number of taverns in the surrounding neighborhood is certainly adequate.
- the time of the last servings and the closing of the park will prove difficult to manage as there is no alcohol allowed in the park. Who will police this? Law enforcement officers with experience have said that this project is rife with problems.

The list of top concerns given to the Parks Board to work out a compromise also involves the ALRC. We asked for:

- A maximum capacity of 150
- Be closed for two pre-scheduled days per week
- BMK must keep a log of complaints and concerns that is made public
- BMK's manager must be approved by the ALRC
- Weekend hours would open at 4 pm
- Last served drinks end at 9 pm

Thank you for serving your community on this important board.

Sincerely,  
Jan Etnier

## Christianson, Eric

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**From:** Helen Fischer [helenjfischer24@gmail.com]  
**Sent:** Tuesday, February 14, 2017 2:40 PM  
**To:** Gloede, Carl; Christianson, Eric; ferchocs@yahoo.com; Reyes, Gloria; james1771@frontier.com; KATHRYN HILL; Leslie Lang; Verveer, Michael; msd@foolproofplan.net; grades5@yahoo.com; Skidmore, Paul; Allen, Roger; Bidar-Sielaff, Shiva; sfletcher@uwsa.edu; tlc@mailbag.com; Helen Fischer  
**Subject:** ALRC 2/15/17 / BIERGARTEN OPPOSITION  
**Categories:** Eric

Good Afternoon, Commissioners:

Following is the testimony I am planning to present at the ALRC hearing this week:

I am a Madison resident with four young grandchildren who live in town and frequent Olbrich Park. I continue to oppose the use of Olbrich Park as a site for an open Tavern.

I have three major concerns to discuss:

1. The plan at present is for the Olbrich Park Biergarten to have a huge capacity. Concerned citizens requested a maximum capacity of 150 patrons, already a large number.

The developers are planning for 240 patrons at 30 tables. They call this "a compromise" - really ?

2. Concerned Madison taxpayers requested two (2) scheduled days closure per week.

The developers offered instead a seven (7) days per week / 51 hour schedule with no days off.

Their "compromise" : 2 days without amplified music.

Their rationale: Any reduction in business hours " significantly increases their financial risk" which would keep them from signing the Use Agreement for this venture.

3. Madison Residents and Neighbors concerned about Noise coming from hordes of beer-drinking patrons as well as amplified sound, and concerned about minors having easy access to alcohol, requested a physical barrier around the perimeter of the biergarten.

I suggested to BKM that they install a green perimeter enclosure of closely-spaced evergreens. This could have an interior fence to clearly demarcate the premises boundary. I recall that a fence around the premises boundary was an issue that the ALRC spoke to at the previous hearing on the biergarten.

The developers' response to me was: "there are already some trees there". They completely missed the point of an enclosure.

Now they are reportedly considering a permeable boundary comprised of some benches and planters. Easy in; Easy out - into a park where there is a ban on alcohol consumption.

So, we are concerned that these inexperienced developers, with no experience or expertise in alcohol sales, have seemingly wooed the Parks Department into allowing them to establish a beer bar in our public park with minimal financial investment and at maximal risk for our community.

To conclude: My hope is that the cooler, more knowledgeable heads at the ALRC ,will prevail to eliminate the multiple liabilities posed by this ill-conceived project.

Thank you for your attention to this important matter.

Respectfully,

Helen J. Fischer

3502 Dennett Drive  
Madison 53714

The use agreement permits subcontracting and permits the applicant to sell "related merchandise" – neither of which are permitted under alcohol laws/ordinances.

The use agreement is deficient in that it does not address access to the premises during hours of non-operation and does not provide for adequate checking of identification.

The use agreement clearly permits employees to drink on the job. Though legal under Wisconsin law, the Committee may want to consider whether this is appropriate since such activity would take place on City owned property.

### **1. Subcontractors**

It seems that subcontractor language is common in the Parks use agreements. Subcontractors are mentioned throughout the biergarten use agreement. The most substantive provision is Clause 8: "Permittee shall not assign or subcontract any interest or obligation under this Agreement without City's prior written approval, including any lease, other than space in a boat storage rack, or exclusive use of the Premises."

MGO 38.05(3)(l)1. requires Council approval to transfer a license and to transfer any rights under the license. Subcontracting a business that is at least 70% alcohol sales (per the application) would seem to be a transfer of rights under the license.

### **2. Scope of business**

The agreement would give the applicant permission to "operate a biergarten at the Premises, including selling alcoholic and non-alcoholic concession products, and other related products, at the Premises. ... Any other uses of Olbrich Park by Permittee not covered by this Agreement shall be subject to Parks Division approval and may require additional permits or agreements with the City."

The use agreement does not seem to restrict items that the applicant could sell:

"Upon request by the Parks Superintendent or designee, the Permittee will provide a list of items offered for sale at the Premises by Permittee, including, but not limited to, food, beverages and confections, and *related merchandise*." (emphasis added)

The use agreement gives the Parks Division authority to approve uses in addition to sales of food/beverages/confections.

However, in general, a licensed premise cannot conduct other business. "No other business may be conducted on premises operating under a Class "B" license or permit." Wis. Stats. §125.32(3m), MGO 38.05(9)(d)7.a. There are limited exceptions, none of which seems to be applicable.

### **3. Underage persons**

The use agreement provides that a "parent, guardian or spouse over 21 must accompany individuals under 21 in the Biergarten." This language is tagged onto a bullet point that discusses catering (Olbrich Biergarten Rules).

The use agreement does not discuss whether underage persons can use the biergarten during off-hours. However, Parks staff has indicated elsewhere that this is an appropriate use.

"Unaccompanied underage individuals will not be allowed in the premises during operating hours by law and accompanied underage individuals will be prohibited from consuming alcohol. Any park users will be able to use the space during non-operating hours."

<https://www.cityofmadison.com/parks/documents/City%20of%20Madison%20Parks%20Division%20Q%20%26%20A.pdf>

In general, under State law, unaccompanied minors cannot be on the premises at all – whether or not alcohol is being served/consumed makes no difference.

Wis. Stats. §125.07(3) generally prohibits the presence of underage persons on a licensed premise. There are exceptions. One exceptions allows underage persons on the premises if: no alcohol is being served or consumed; the municipality has an ordinance permitting underage persons to enter and remain; and, law enforcement issues a written authorization.

§125.07(3)8. An underage person who enters or remains in a room on Class "B" or "Class B" licensed premises separate from any room where alcohol beverages are sold or served, if no alcohol beverages are furnished or consumed by any person in the room where the underage person is present and the presence of underage persons is authorized under this subdivision. An underage person may enter and remain on Class "B" or "Class B" premises under this subdivision only if the municipality which issued the Class "B" or "Class B" license adopts an ordinance permitting underage persons to enter and remain on the premises as provided in this subdivision and the law enforcement agency responsible for enforcing the ordinance issues to the Class "B" or "Class B" licensee a written authorization permitting underage persons to be present under this subdivision on the date specified in the authorization. Before issuing the authorization, the law enforcement agency shall make a determination that the presence of underage persons on the licensed premises will not endanger their health, welfare or safety or that of other members of the community. The licensee shall obtain a separate authorization for each date on which underage persons will be present on the premises.

How will weekday access to the restrooms be handled? The only entry, other than from the licensed premises, is from the sandy beach. Will the restroom doors be locked from the parking lot side of the building when the biergarten is not open?

How will underage unaccompanied minors know that they cannot enter the premises during off-hours? The applicant will not be installing a fence, and no mention is made of 24-hour security to shoo minors away. If signs are modified to clarify that unaccompanied underage persons can never use the premises, would that create an enforcement problem? If the City opts not to enforce the law at the biergarten, would that create any selective enforcement concerns should the City want to enforce the law at other licensed premises?

The use agreement provides that the "Permittee shall have the exclusive use and possession of the Premises at all times during the term of this Agreement." It is the applicant's duty and responsibility to ensure that underage persons are never on the premises.

#### **4. ID Checks**

Without a fence, there is not a central point for ID checks. Only those buying alcohol will have an ID check. (Responsible Alcohol Consumption Action Plan, #8.) How does this ensure that underage persons will not be on the premises?

The perimeter of the biergarten is about 570 feet. Can biergarten staff adequately monitor 570 feet to ensure that an underage person does not sneak onto the premises?

## **5. Drinking Staff**

Biergarten staff can drink while working as long as BAC remains at .04 or lower (item #4 on Exhibit 3, the Responsible Alcohol Consumption Action Plan).

Since biergarten patrons are visiting a Madison park, shouldn't the City have more concern about the potential impairment of staff? For example:

According to the Centers for Disease Control (CDC), a person with a BAC between .02—.05 experiences impaired judgment, lowered alertness, and a decline in their ability to perform two tasks at the same time. Even when only mildly impaired, servers may be less likely to recognize intoxication in others, carefully review ID for age or respond appropriately in an emergency.

[https://law.wisc.edu/wapp/final\\_sober\\_server-1.pdf](https://law.wisc.edu/wapp/final_sober_server-1.pdf)

Sober Server and Impaired Server Ordinances in Wisconsin, Wisconsin Alcohol Policy Project, February 6, 2014.

Further, MGO Sec. 38.06(8) prohibits the licensee or any employee from being "under the influence of an intoxicant, or a controlled substance or a combination of an intoxicant and a controlled substance, while performing services on the licensed premises." "Under the influence" means "not only all the well-known and easily recognized conditions and degrees of intoxication, but any abnormal mental or physical condition which is the result of indulging to any degree in alcohol beverages and which tends to deprive a person of the clearness of intellect and control of himself or herself which he or she would otherwise possess." MGO Sec. 38.02.

Approval of this use agreement allowing .04 BAC could mean that a .04 BAC does not qualify as "under the influence."

## **6. Other issues/concerns**

The only path from the parking lot to the beach house leads to the biergarten. How will beach goers know that they can only use about 1/2 of that path and then must veer off onto the grass?

There is a demarcated (soccer?) field extremely close of the boundary of the premises (as shown on the first draft agreement).

The premises includes "a portion of the men's lobby on the western side of the building that will be converted into a separately restricted space." Yet Exhibit 1 does not appear to use any of the men's lobby. The Committee may wish to review a layout of the inside of the building.

At the last ALRC meeting, discussion included whether a fence is needed (e.g., like downtown beer gardens). The use agreement does not provide for a fence: "Permeable demarcation of the Premises, which may include planters, benches, signs, etc."

The applicant claimed that they would be withdrawing the application for a wine license, but would be selling beer and hard cider. See #27 of:

<https://www.cityofmadison.com/parks/documents/BKM%20Group%20-%20Q%20%26%20A.pdf>

MGO 38.02 includes cider under the definition of "wine."

The application reflects 30% food and 70% alcohol sales. That means that for every 11 beers sold (\$6 each, for \$72 total), 3 giant pretzels (serves 2) along with mustard cups and cheese spreads need to be sold (or 7 1/2 mini bratwurst orders, or 15 sports drinks). With the elimination of the patronage of unaccompanied underage persons, the non-alcoholic portion of sales has likely decreased. When a fact set out in an application changes, the applicant must report that change within 10 days. Wis. Stats. 125.04(3)(h).

## Conditions

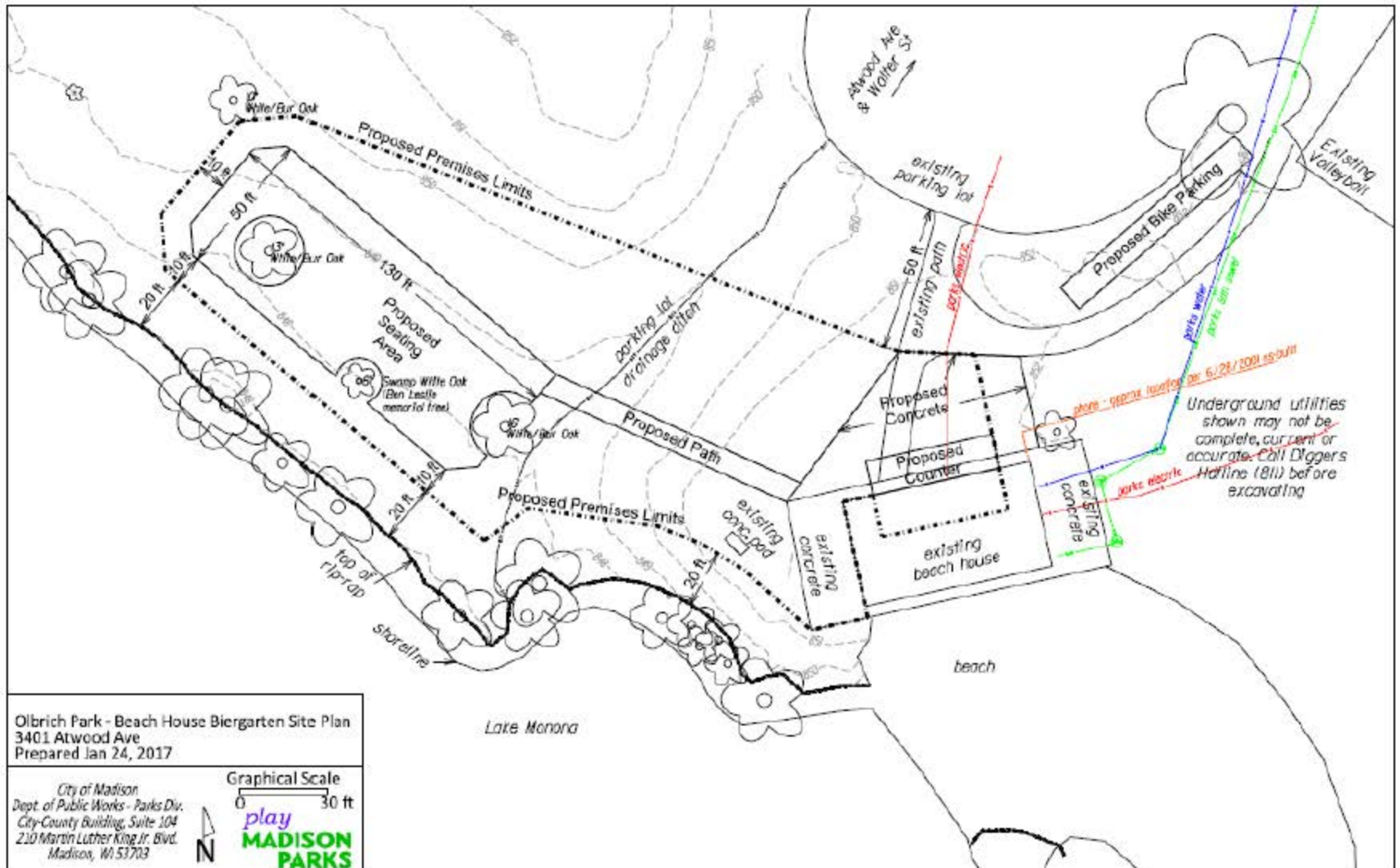
Should the ALRC recommend that a license be issued, I urge careful consideration of conditions and a full list of conditions that the ALRC deems necessary. The conditions/requirements in the use agreement can be changed by the Board of Park Commissioners, or its staff designees. It is only those conditions imposed by the ALRC that the Board cannot change. Clause 5 (Conditions of Use), paragraph g.

Potential conditions:

- Last call at 9 p.m., no alcohol dispensed after 9:30 p.m.
- Set the earliest opening hours (use agreement only provides up to 51 hours/week).
- Set capacity.
- ALRC approval of the Operations Agent. Clause 13 of the use agreement provides that an operations agent will be appointed (the person primarily responsible for the day-to-day operation of the Permittee's activities at the Premises). Notification of name and contact information is required, but approval is not required.
- Amplified music can only be played 5 days per week. (Clause 5, paragraph h.) Specify the two days per week days that amplified music will not be played. Or make it two days in row that are specified at the beginning of the season (or some other advance time period). Should the noise prove bothersome to neighbors, they should be able to plan their own events for times when biergarten music will not be intruding.
- Make the results of underage compliance checks a document to be filed with the ALRC (and be made public). Also put limits on when such checks can be performed (e.g., Sunday at noon would not yield useful information). Require that such compliance checks also include underage persons trying to access the premises (not just underage persons trying to buy beer/cider). Exhibit 3 of the use agreement provides: "We will contract with an outside vendor to conduct at least two unannounced alcohol age compliance checks each year."
- Require a written record of any/all neighbor/patron complaints/concerns and require that such record be filed with the ALRC (and be made public) each July and October.
- Specify subcontracting is not allowed.
- Specify that the applicant cannot engage in other business, including the sale of products other than food/beverages without permission of the ALRC.
- Require that the posted rules give separate emphasis (perhaps a separate bullet point, or larger letters in bold) that unaccompanied underage persons are excluded from the premises, and make it clear that the restriction applies whether or not the biergarten is open for business.
- Require a .00% BAC of staff.
- Require a separate path be constructed to give non-biergarten users a path to the beach house.
- Have the amplification of music on a trial basis for the first season only, with an evaluation in connection of license renewal to determine whether amplification can continue.
- Require a minimum staffing level (high enough to ensure that the perimeter is not breached by unaccompanied underage persons).

Respectfully Submitted,  
Linda Lehnertz

# Biergarten at Olbrich Park Layout



# Biergarten at Olbrich Park

## Measurements

- initial estimate of the picnic table pad was up to 5800 sq. ft.
- Initial the total area with buffer of .35 to .48 acres of land
- The new pad 6400 - 6450 sq. ft , because of trees, usable = 5195 sq. ft.
- New final footprint is .58 acres of land
- Footprint = 2% of open space south of Atwood Ave (area surface not covered by concrete/asphalt)

## Christianson, Eric

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**From:** Jeanie Verschay [jeanie@tds.net]  
**Sent:** Wednesday, February 15, 2017 3:16 PM  
**To:** Gloede, Carl; Christianson, Eric; ferchocs@yahoo.com; Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; msd@foolproofplan.net; grades5@yahoo.com; Skidmore, Paul; Allen, Roger; Bidar-Sielaff, Shiva; sfletcher@uwsa.edu; tlc@mailbag.com  
**Subject:** Re: beer garden proposal for Olbrich Park

Dear Committee Members,

I am contacting you to ask you to reject the proposal to lease part of Olbrich Park to private developers to set up a beer garden. This planning process hasn't included community input, there was no assessment of park use, and no racial equity analysis or health impact study done. All summer, many families come to this park including Latino, Hmong, and African-American families. People are picnicking, playing soccer, playing basketball, enjoying the beach, walking by the lake, etc... - enjoying being together by the lake. In the spring through the fall, children from Schenk and Whitehorse Schools come for field trips and the Goodman Community Center has a youth and nature program where students frequently come to the park to learn. This proposal would take a large portion of lakefront and green space (that is most accessible from the parking lot), limit public access and change the atmosphere of the park-- it would no longer be a safe place for all people to come including people who aren't comfortable in a drinking environment for any reason including religious reasons and personal reasons.

At this time, when the city is 'stepping up' to support and protect its residents (responding to Trump's actions) we should be more aware of plans and actions that don't include all. In informally using one of the city's racial equity assessment tool's, it clearly shows that this plan would negatively impact the present park users (many of whom already don't enjoy equal access and opportunities in this city).

There are many other concerns-- the developers are inexperienced and looking at this as a purely profit-making venture-- and profit they will. Minimal cost for beautiful lakefront space with a 7-year lease. The improvements they are counting include the cost of gravel, their tables, the building facade (for the German look) with minimal repairs to the building. A group of community members is willing to donate money and raise funds to repair and refurbish the beach house. There are community groups and individuals who want to offer and support free activities that would focus on health and nature and fitness and be open to all. Research shows that children exposed to green spaces are linked to improved cognitive development in school children and also that the percentage of green space in people's living environment has a positive association with the health of the residents. The overall relationship is somewhat stronger for lower socio-economic groups.

The developers do not have a responsible plan and haven't responded to concerns from the community. To move forward on providing them with a beer license would not "enhance public safety and quality of life", not to mention taking away public green space that many depend on.

Thank you,  
Jeanie Verschay  
608-516-0378

February 15, 2017

Dear Members of the Madison Alcohol License Review Committee:

I am writing on behalf of the Midwest Environmental Justice Organization to express opposition to the BKM Group LLC Olbrich Biergarten proposal, for reasons outlined below.

### **Inadequate public engagement process**

It is very clear that many people in the immediate neighborhood around the proposed project do not want it and were not adequately engaged in decisions about it. These neighbors have extensively and articulately outlined their concerns about the inadequate engagement process and the potential negative impacts of the project on their neighborhood and Olbrich Park in previous months. We agree with these concerns.

The developer responded to neighbors' concerns saying that they had adequately engaged the neighborhood—admittedly, only after their proposal had been chosen as the “winner” by the city. So the decisions to even consider a biergarten in this public park, and the city's evaluation of the proposals, were made behind closed doors. In response to neighbors' concerns about this, the developer explained that they “would not have shared information about our proposal before the RFP process closed as it would tip other responders and we could have lost a competitive advantage in that process.”

The developer's answer illustrates the erosion of democracy that occurs when private interests enter public places where the private entities hope to make profits. Citizens are shut out of what should be democratic processes—in this case, decisions about what they want (or do not want) in public parks, which they collectively own. In official city meetings, held after the city had decided to accept the BLK proposal, Madison residents were given the usual three minutes to frantically spit out their concerns about the project, which were largely dismissed. In sum, developers clearly received priority, and had more power, in the city decision-making process. Is this democratic?

### **Increasing privatization and commercialization of public parks**

Related to the above, Olbrich Park is one of few public places for people living in the increasingly dense urban east side to enjoy solitude, quiet, and the natural world. This is among the main purposes of urban public parks. Placing a commercial establishment whose main purpose is to profit from beer consumption in the midst of this public park changes this dynamic significantly—and sets a dangerous precedent for Madison's public parks. As the Eastmorland Neighborhood Association asked in previous comments to the city, “why are we allowing development of open green space for private business?”

In recent years Madison is becoming more welcoming to permanent private enterprises (drinking & music/party venues) in public parks and spaces. Who is benefiting from this? Is this really what the community wants? Are decisions about this being made democratically? Is this good for the environment? For wildlife? Is it equitable and just? Does it exacerbate existing race and class disparities in the city? These are important questions for the whole city, and all Madison residents should have an opportunity to meaningfully engage in decisions about them—e.g., more than token three minute comment periods at city meetings after the developers' proposals have already been approved behind closed doors.

### **No need for more places to drink in the area near Olbrich**

The East Side Club is very close to the proposed Biergarten; it has beer, music, and outdoor patio, and a view of the lake. There are several bars and restaurants on Atwood Avenue not far from the park. Why does this area need another drinking establishment?

### **No consideration of environmental impacts**

Has any environment impact analysis been done for this project as to its potential detrimental effects on the trees and other vegetation there? Will any trees be affected (including root systems)? Will any trees need to be removed? What kinds of trees, and how many? Madison has lost many trees in recent years due to the emerald ash borer problem. Further loss of healthy trees should be prevented everywhere here, especially in urban parks. Trees and vegetation not only provide beauty, shade, healthier soil, sound buffers, cleaner air, and wildlife habitat, they provide important buffers to prevent runoff into waterways from adjacent parking lots and other surfaces.

Has any analysis been done on the impacts of this project to Lake Monona and Starkweather Creek? Both waterways are already highly impaired by phosphorus, metals, petroleum compounds, PCBs, and other pollutants from urban runoff. Even a small development along the lake will only add to these problems—more impervious surface, more cars (with petroleum runoff, etc.), trash, etc. The Olbrich beach is already closed frequently due to bacteria and algae. What further impacts will the biergarten have on this? Will beer drinkers really want to sit next to this beach when it reeks and is clogged with toxic blue-green algae and weeds?

The areas above are just a few of the potential environmental impacts this project could have. A full environmental assessment should be done, and fully discussed with the public, before deciding whether to approve or deny the project.

### **No consideration of race/class inequities or environmental justice**

Who is this project benefitting and who might it shut out? In our extensive field work in Madison, we have found that public parks along waterways here are used more by people of color and low income people (for picnicking, gathering, and subsistence fishing) than by white, more privileged people. Olbrich Park is one of the areas along Madison lakes where minority subsistence anglers (Hmong, African American, Latino) go to fish along the shore. This venue may drive them away from fishing at this location, in part because of drinking, music, and other noise, and also because it involves a white Western European cultural tradition (biergartens) they are not familiar or comfortable with. Further, the alcohol and food that will be sold at the biergarten is too expensive for many low-income people. In sum, this project will benefit the developers and primarily white, privileged people who can afford to visit the biergarten, and potentially drive away from the park lower income people and minorities who cannot afford it and/or are not comfortable there. These potential race and class disparities should be considered in the decisions about this project, especially in light of Madison's nascent "equity lens."

Thank you for considering these comments.

Maria Powell, PhD

President, Midwest Environmental Justice Organization

Madison, WI 53704

[mariapowell@mejo.us](mailto:mariapowell@mejo.us), [mejo.us](http://mejo.us)

## Christianson, Eric

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**From:** Jennifer Laack [laackjennifer@yahoo.com]  
**Sent:** Wednesday, February 15, 2017 3:36 PM  
**To:** Gloede, Carl; Christianson, Eric; ferchocs@yahoo.com; Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; msd@foolproofplan.net; grades5@yahoo.com; Skidmore, Paul; Allen, Roger; Bidar-Sielaff, Shiva; sfletcher@uwsa.edu; tlc@mailbag.com  
**Subject:** Opposed to Olbrich Biergarten

Dear Members of the Alcohol License Review Committee:

I am writing to you to express my opposition to the proposal for a Biergarten at Olbrich Park. This will be the first meeting regarding this project that I will have missed since this project came before you in November. I had prepared to testify this evening, but was hospitalized overnight with the flu.

I know it is very short notice, but I hope you can glance over my concerns regarding this project.

Myself, and over fifty Madison residents that live in Eastmorland, Lake Edge and SASY neighborhoods have been meeting regularly to discuss our concerns about this project. We have tried to find compromise with the developer, BKM Group, LLC, as well as with the Parks Department regarding this project. We were never allowed a seat at the table in terms of negotiations for this project, and could only provide our recommendations. As a group we had a significant list of concerns about the project. However, as a group we prioritized the list and only asked BKM Group, LLC and the Parks Department for 5 changes to the plan. Of this number, we were told one change is a requirement of the ALRC, therefore, we only asked for four changes.

The list was provided in order of priority, with our two top priorities being: 1. reduced capacity to 150 and 2. having the business closed two scheduled days per week. After providing these request for these changes to both BKM and the Parks Department we were told that we would be informed about any project changes when the final user agreement was published. We were not allowed to participate in any discussions about modifications, and were simply sent the user agreement when it was finalized.

In response to these two items, BKM further reduced capacity to 240, and instead of closing two nights per week, will not have amplified music two nights per week. We do not believe that either change was done in the spirit of compromise, nor did it address the request. I am begging you to please consider a further reduction in capacity on their license and some mandatory days closed. Even at the capacity of 150, this bar would be double the capacity of all other near by venues: Jade Monkey, Next Door Brewing, One Barrel Brewing Company. Additionally, the developer received some substantial financial concessions from the Parks Department for reducing capacity. Regarding the days closed per week, not having amplified music two days per week is hardly a compromise. The developer stated that weather will force closures, so any additionally scheduled closures would not be financially viable. I believe this is an unfair compromise, in the spirit of give in take. Being closed one scheduled day per week would be a good faith gesture. According to the developer, their business plan cannot absorb the financial risk of this request. I find this troubling, and wonder how many aspects of this business will be determined by money, instead of doing the right or responsible thing.

Since moving into the area many years ago, the number of alcohol establishments on Atwood has increased tremendously. There is One Barrel Brewing Company, Next Door Brewing, Jade Monkey, Alchemy, and now the proposed Biergarten. The density is staggering and I don't think another bar is needed or warranted. I personally enjoy a good beer now and again, but there is no shortage of places already available, and continuing to open drinking establishments has an impact on the neighborhood.

Personally, I hope this project is not continued, but if it must, please consider restricting capacity, and mandating at least one day closed per week.

Thank you,  
Jennifer Laack

February 15, 2017

Members

Alcohol License Review Committee

210 Martin Luther King Jr. Blvd.

Madison, Wis. 53703

Re: Item 44842 New License BKM Group LLC • dba Olbrich Biergarten

Members of the Madison Alcohol License Review Committee:

Thank you for considering our application for a Class B liquor license.

Since you last considered our application on December 21:

1. We have conducted additional public outreach and engagement;
2. We have made several adjustments to our application based on feedback we have received from the Alcohol License Review Committee (ALRC), the Board of Park Commissioners, the City Attorney's office, and members of the public.
3. The Board of Park Commissioners approved the attached use agreement; and
4. The Board of Estimates approved the attached use agreement.

The attached use agreement has been changed to respond to eleven identified specific concerns made by members of ALRC and the City Attorney's office:

1. Changing our name to "The Biergarten at Olbrich Park," which has been agreed to by the Executive Committee of the Olbrich Botanical Society;
2. Adding an exclusive use provision that puts liability for the premises on us;
3. Reducing the number of operational hours per week from 55 down to 51 (a 7% reduction) to match our proposed hours;
4. Setting "last call" at 9:00pm with alcohol sales prohibited after 9:30pm, along with a provision to move the end of service to 9:00pm if necessary;
5. Limiting amplified music to only a PA1 level that must end by 9:00pm and we will not have amplified music two nights per week;
6. Adding a requirement for daily litter collection;
7. Removing the bathrooms from the alcohol premises so that they may be accessed by 1) park users of any age who do not possess alcohol when unlocked and 2) our patrons who do not possess alcohol during our operating hours;
8. Ensuring the premises will be open to park users of any age for legal uses during our non-operating hours;
9. Adding a precise map of the alcohol premises that was created by a Parks Division surveyor.
10. Allowing for a "permeable demarcation" of the premises, including benches, planters, signs, landscaping, etc.; and
11. Reducing our maximum capacity by 20% from 300 people down to 240 people. This will both reduce any potential noise and reduce the burden on the Park's parking lots. Both the Fire Department and Building Inspector approved this number.

Working with staff, we have made a large number of other changes to the attached use agreement to respond to concerns from members of the public, members of the Board of Park Commissioners, and alders. Those changes include:

1. Adding a 20 foot buffer between the shoreline riprap so that park users of any age may access the shore without entering the alcohol premises;

2. Requiring BKM Group to present to the neighborhood associations (if requested) and to the Board of Park Commissioners by February 15 of each year on the operation during past year, plans for the upcoming year, concerns from neighbors, and to answer questions;
3. Conforming the seasonal opening and closing of the Biergarten to the Parks Division's winterization schedule; and
4. Removing the four special events allowance that had included an increase in capacity.

We have also addressed seven specific concerns shared by the small group of individuals who are opposed to this proposal in meaningful ways:

1. "Seating Capacity at 150;"
  - a. We are proposing a capacity of 240 (20% reduction from the originally proposed 300) that has been approved by the Building Inspector and Fire Department. Any further reduction would not be viable for this business plan.
2. "Close 2 days per week;"
  - a. Our operation is a weather dependent operation. The Madison airport experiences measurable precipitation on 120 days of the year on average since the 1940s. That's one out of every three days. Closing on additional scheduled days simply would not be viable for this business plan. We have agreed to have no amplified music on two nights per week in the attached agreement.
3. "Last call at 9pm;"
  - a. We agree to do "last call" at 9pm and end service at 9:30pm. The attached use agreement includes a provision that would move the end of service to 9pm if necessary.
4. "Manager approved by ALRC;"
  - a. We are open to this condition being placed on our liquor license. It's also a requirement of the attached use agreement that we have an operations manager and notify the Parks Division. We do already plan to change our registered agent to our operations manager, which ALRC will have to approve.
5. "Keep and produce a log and present to ALRC monthly;"
  - a. We will keep a log of incidents. The attached use agreement requires us to hold a public session with the neighborhood associations and to appear before the Board of Park Commissioners annually to report on the operation and plans for the coming year. We are open to ALRC having our application for renewal in 2017 separated for discussion by ALRC at its annual renewal meeting.
6. "Do not increase the footprint during the agreement;" and
  - a. We agree and this is not allowed by the attached use agreement and any change to the premises would require ALRC approval.
7. "Set dates for seasonal open and close."
  - a. The attached agreement indicates our seasonal dates will follow the Parks Division's winterization schedule. Set dates would have actually have been a longer potential season than the winterization schedule. Reality is that we can't operate without the water on, so that dictates the season.

The staggering amount of public engagement and outreach we have done goes above and beyond the requirements usually placed on any liquor license applicant. We have offered neighbors and other members of the community numerous opportunities to ask questions and provide feedback. We have thoroughly answered questions in person, at public events and hearings, and via email and telephone. And we have made meaningful adjustments to our proposal in response to fair concerns.

## ***The BKM Group***

The amount of public outreach and engagement we have done, along with these proposed changes to our plan, prove that we will be a responsible Parks vendor that is both accountable to and a benefit to the City of Madison, taxpayers, Olbrich Park users and stakeholders, and neighbors.

Finally, we retract our application for a Class C wine license. We respectfully request you approve our application for a Class B liquor license.

Sincerely,



Michael Bare  
Co-Owner, BKM Group, LLC, d/b/a Olbrich Biergarten  
(608) 620-3001  
[mike.bare83@gmail.com](mailto:mike.bare83@gmail.com)  
<http://www.olbrichbiergarten.com>

Enclosures:

- 1) Copy of use agreement passed by the Board of Park Commissioners on 2/8/17 and by the Board of Estimates on 2/13/17;
- 2) Copy of agreement that shows changes from operational concept approved by the Board of Park Commissioners at its December 2016 meeting;
- 3) Slides to be presented to ALRC on 2/15/17

**USE AGREEMENT FOR THE OLBRICH BEACH HOUSE FOR 2017-2023**

Between the City of Madison and BKM Group, LLC

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THIS AGREEMENT, entered into by and between the City of Madison, a municipal corporation (hereinafter referred to as “City”), and BKM Group, LLC (hereinafter referred to as “Permittee”), is effective as of March 1, 2017.

WITNESSETH:

WHEREAS, for many years, vendors have entered into agreements with the City allowing vendors to provide recreational, placemaking and concession services to City residents and visitors at City shelters and facilities located at numerous City parks, which agreements are in the public’s interests as they facilitate greater access and enjoyment of the City’s parks, lakes and recreational opportunities; and,

WHEREAS, the vendors provide services to City residents and visitors, such as canoeing, kayaking, and boating lessons, watercraft rentals, kids camps, and food and general concessions, that the City does not, and cannot, otherwise provide at these, or other, locations, but that are in the public’s interest, which services help the City with its placemaking efforts at the City’s parks; and,

WHEREAS, it is in the City’s interest to have only one vendor of these recreational and concession services at each Park to ensure that general public’s use of the Park is not interfered with, and that the vendor complies with general standards of safety and care in its dealings with the public; and,

WHEREAS, in 2016, following a Request for Proposals Process, Permittee was selected to provide placemaking services at the Olbrich Beach House in Olbrich Park, consisting of food and alcohol concessions in a biergarten setting; and,

WHEREAS, there are some needed capital investments to the Olbrich Beach House grounds and facilities that need to be made to provide the best and safest services possible, and these improvements can only be made by the Permittee if there is a contract confirming the relationship between the City and the Permittee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Permittee to use a portion of the Olbrich Beach House and the surrounding area in Olbrich Park (hereinafter, the “Premises”) to conduct food and alcohol concessions.

The Premises is described as follows:

Portions of the Olbrich Beach House and surrounding lands, located within Olbrich Park, in the City of Madison, and more particularly described as follows: the existing large storage room, a portion of the men's lobby on the western side of the building that will be converted into a separately restricted space, the concrete pad on the western side of the building, the designated grounds adjacent to the western side of the building (provided that the grounds included in the Premises shall at no point be closer than 20 feet from the shoreline riprap so that park users have access to the shore and water without crossing the Premises), and the concrete pad (including a potential extension thereof) and front of the building on the western two-thirds (approximately) of the north side of the building.

A map depicting the Premises is attached hereto as Exhibit 1.

2. Term; Renewal. The initial term of this Agreement shall be from March 1, 2017 through December 31, 2019. Thereafter, Permittee may renew this Agreement for up to two additional terms of two-years each if mutually agreed to by the City and the Permittee, running from January 1, 2020 through December 31, 2021 and from January 1, 2022 through December 31, 2023. To renew this Agreement, Permittee must, no later than October 1 in the final year of the then-current term, provide the City Parks Division with written notice of its intent to renew the Agreement. The City's decision to renew or not renew the Agreement will be based upon mutual agreement including the Permittee's performance under this Agreement during through the renewal request. The decision to renew or not renew the Agreement is not reviewable, and solely that of the Parks Superintendent, or his/her designee. The City will notify Permittee in writing of its decision to renew or not renew this Agreement no later than December 1 in the final year of the then-current term.
3. Grant. City does hereby grant to Permittee permission to operate a biergarten at the Premises, including selling alcoholic and non-alcoholic concession products, and other related products, at the Premises, as set forth in this Agreement, with such operations having a patron capacity of up to 240 persons, or such lesser number as may be the maximum amount permitted by applicable law. Alcohol will be sold for consumption at the Premises only. The City will retain all riparian rights at the Premises and in no way does the Agreement transfer any riparian rights at Olbrich Park to the Permittee. As part of this grant of authority, Permittee shall have the exclusive use and possession of the Premises at all times during the term of this Agreement. Any other uses of Olbrich Park by Permittee not covered by this Agreement shall be subject to Parks Division approval and may require additional permits or agreements with the City. In addition, Permittee and its invitees shall have the non-exclusive right to use the bathrooms and other common areas of the Beach House, provided that alcoholic beverages shall not be possessed in such bathrooms or common areas.
4. Capital Improvements. The Parties agree that improvements, repairs and upgrades to the Premises ("Improvements") will be necessary or may be desirable in order to facilitate

Permittee's offering of services at the Premises. Regarding these Improvements, the Parties agree as follows:

- a. Timeline. The Parties will have the goal of completing the Improvements listed on Exhibit 2 by May 1, 2017. If the Improvements are not completed in all material respects to enable the opening of the Premises by Memorial Day 2017, the Parties shall determine a reasonable corresponding deferral of Permittee's payment obligations under this Agreement. The City and Permittee will cooperate and discuss in good faith the specific details of, and timeframe for completing, all such Improvements such that they are completed in a reasonable manner that is mutually acceptable to both the City and Permittee.
- b. Capital Investment. The Permittee agrees to make Improvements to the Premises with values of no less than \$62,500 in the aggregate over the lifetime of this Agreement (by Dec. 31, 2023).
- c. Improvement Planning. The City and Permittee will conduct annual inspections of the facility to identify any planned Improvements and establish schedules for such work.
- d. Plans and Approval. Prior to making any Improvement, Permittee must notify the Parks Superintendent, or representative, in writing of the anticipated Improvement. Except for Improvements to the electrical, plumbing, or other utility services to the Premises, or repairs under \$5,000, Permittee shall present the plans for the Improvements to the Board of Parks Commissioners, who shall either approve the Improvement, or reject the Improvement. If rejected, Permittee has no appeal rights, but may present a modified plan to the Board for reconsideration at a later date. Depending on the nature of the proposed Improvement, the Board of Parks Commissioners may require, before approving or rejecting the Improvement, an advisory opinion from the Board of Public Works. Notwithstanding the foregoing, the Improvements set forth on Exhibit 2 hereto are hereby approved by the City and Board of Parks Commissioners (the "Preapproved Improvements"), in each case subject to reasonable review and approval by Parks Division staff.
- e. Joint Participation. Upon notification of a proposed Improvement, the City may elect to participate in the project. If the City does elect to participate in an Improvement project, the Parties shall agree on each Parties' respective shares. If the City determines that public bidding requirements are applicable, the City shall manage and oversee the project, accepting Permittee's financial contribution to the Improvement prior to the start of construction. On any such City managed Improvement project, the City and its contractor shall coordinate the work schedule and plans with Permittee, and keep Permittee reasonably informed of the status of the project. The City has elected to contribute a portion of the electrical line system servicing upgrade to the Beach House in the amount of \$17,500, which the Parties acknowledge and agree has been taken into account in establishing the Use Fee set forth in Section 5.t below.

- f. Construction. Except as provided in the foregoing Subsections a. and e., the funding and construction of any Improvement under this Section is entirely the responsibility of the Permittee, who shall be responsible for obtaining any required permits, licenses, and approvals for the improvement.
  - g. Donation and Acceptance of Improvements. Once the Improvements are complete, Permittee shall notify the Parks Superintendent, or designee, who shall then have the Improvement inspected. If the Parks Superintendent, or designee, is satisfied that the Improvement is consistent with the approved plans, and there appear to be no obvious defects or deficient workmanship, the City will accept the Improvement, which will be considered a donation by Permittee to the City for the use and enjoyment of City residents who use the Premises.
  - h. Warranties and Representations. Permittee agrees that when making Improvements, it will ensure that any and all warranties and representations made to Permittee by the builder, contractor, manufacturer, etc., regarding the Improvement, shall also extend to the City, who shall assume ownership of the Improvement once completed.
  - i. Accounting. Upon the acceptance of the Improvement by the City, Permittee shall supply City with a final accounting of the costs of the Improvement, which amount will be applied towards Permittee's requirements under Subsection b.
  - j. Ownership of Improvements. Any Improvements made to the Premises pursuant to this Section shall be the property of the City upon completion and acceptance, where required, regardless of the source(s) of financial contributions for the improvement, except that the following items shall remain the property of Permittee and may be removed by Permittee from the Premises at the end of the term of this Agreement: coolers and refrigerators, stoves (if any) and tap system. While Permittee may use the Improvements pursuant to the terms and conditions of this Agreement, Permittee has no ownership right in any of said Improvements.
5. Conditions of Use. In entering into this Agreement, the Parties agree to the following terms and conditions regarding the Permittee's use of the Premises
- a. Services to be Provided at Premises. Permittee shall provide equipment and services to facilitate concessions at the Premises. This may include food and beverage (alcoholic and non-alcoholic) sales and selling supporting merchandise or equipment at the Premises. Alcohol will be sold for consumption at the Premises only. Permittee's services may also include youth and family activities or a play zone. A list of products and services will be provided to the City upon request by the Parks Division. Permittee shall provide these services for up to 51 hours per week at a minimum from Memorial Day weekend through Labor Day.
  - b. Co-Occupancy of Beach House; Change in Status. Permittee is expected to occupy the Olbrich Beach House with another party during the lifetime of this Agreement (the "Co-Occupant"), provided that Permittee shall have exclusive use

of all areas constituting the Premises. The Co-Occupant shall have the exclusive use of the existing refreshment and concession area along with the adjoining small storage/closet, as well as the non-exclusive use of the bathrooms and other common areas within the Beach House along with the concrete pad and beach area on the eastern side of the buildings, as identified on Exhibit 1. Co-Occupant is expected to conduct water sport equipment rental and instructional programs, run day camps, sell non-alcoholic concession products, and related products at the Premises, under the terms of a separate use agreement with the City. In lieu of Co-Occupant paying for utilities, Co-Occupant shall be responsible for cleaning and stocking the restrooms at the Beach House.

Permittee and the Co-Occupant shall both agree to act in good faith toward each other and not interfere with the other's use of the Beach House or surrounding area. Permittee agrees not to sell any products that are competitive with the products sold by Co-Occupant. Moreover, as part of the use agreement with the Co-Occupant, the City will not permit the Co-Occupant to sell food and beverage products that are competitive with the food and beverage products sold by Permittee. Should there be any issues between the Permittee and the Co-Occupant that cannot be resolved by Permittee and the Co-Occupant on their own, the Parks Division shall attempt to mediate the issue. If the Co-Occupant's agreement with the City is terminated for any reason prior to the end of this Agreement, Permittee and the City will discuss any changes that may be necessary to the terms of this Agreement. Co-Occupant and Permittee may enter into an agreement between them to set forth their respective rights and obligations with respect to the Olbrich Beach House.

- c. Permits and Licenses. Subject to Section 27.b., Permittee agrees, at its own expense, to obtain and keep current all licenses and permits necessary for the operation of Permittee's business, including an annual Parks Vending Permit under Madison General Ordinances Sec. 8.17 and a Class B alcohol license, and to comply with all Federal, State and City statutes, ordinances, rules and regulations applicable to Permittee's business. Permittee agrees to obtain all inspections by the Health Department, Fire Department or any other governmental agency that are required to operate the services authorized under this Agreement. Permittee shall provide the Parks Division with proof of such compliance upon request. Failure to comply with this provision shall be a default under this Agreement.
- d. Equipment. City shall be responsible for providing access to the Premises, access to water and electrical service, and functioning bathrooms at the Premises. Permittee shall provide all other equipment necessary to operate the facility, including, but not limited to, all kitchen equipment, safety equipment, exterior seating, concessions, products, refrigerators, freezers, microwaves, and cash registers. The Permittee and Co-Occupant shall be jointly responsible for the entire cost of cleaning supplies, soap, and paper products for the public bathrooms at the Olbrich Beach House. Permittee may place other equipment related to the operation of the Premises by the Permittee consistent with this Agreement in

locations approved by the Parks Superintendent, or his/her designee. Permittee may, solely at Permittee's expense, or along with Co-Occupant, install a security system at the Premises. Permittee may install or use other equipment with the written permission of the Parks Superintendent, or his/her designee. Upon request, Permittee shall provide the Parks Superintendent, or designee, with a current list of all the Permittee's equipment at the Premises.

- e. Utilities. Permittee is responsible for 100% of water, sanitary sewer, stormwater and gas and electric costs at the Premises. City will provide Permittee with the relevant meter data for the Premises. The failure to pay these bills by the due date is a default under Section 27. If Permittee fails to pay these utility bills and the City terminates this Agreement, the unpaid utility bills will be deducted from any remaining security deposit under Subsection s below.
- f. Product. Upon request by the Parks Superintendent or designee, the Permittee will provide a list of items offered for sale at the Premises by Permittee, including, but not limited to, food, beverages and confections, and related merchandise.
- g. Alcohol Sales. Permittee is permitted to sell food and beverages, including alcoholic beverages at the Premises. Permittee will be required to have a valid Class B license for the Premises. Permittee's operation is a fair-weather operation scheduled to be open up to 51 hours per week within Park open hours, weather permitting. Permittee shall not dispense or distribute alcohol after 9:30 p.m. with "last call" not later than 9:00 p.m. The times of operation may be modified upon the written approval of Permittee and the Parks Superintendent, or his/her designee, subject to any conditions of the Permittee's Class B license. In addition, if ceasing to dispense or distribute alcohol at 9:30 p.m. results in repeated issues of customers not leaving the Premises by Olbrich Park closing time, Permittee may be required to cease dispensing or distributing alcohol at 9:00 p.m.

It is the responsibility of Permittee to manage the distribution of alcohol in compliance with all applicable laws, and Permittee is solely responsible for any incidents arising from any violation by Permittee of any such law(s). Permittee shall monitor the service of alcoholic beverages, make sure no one under the age of twenty-one (21) is drinking alcohol, and refuse service to people who appear to be intoxicated or using poor judgment in their drinking. In addition, Permittee shall comply in all material respects with the terms of the Responsible Alcohol Consumption Action Plan attached hereto as Exhibit 3, as the same may be revised from time to time with the approval of the Board of Parks Commissioners (or its staff designees) and/or any conditions placed on the liquor license by the City of Madison Alcohol License Review Committee.

- h. Amplified Music Restriction. No amplified music requiring a PA2 permit shall be allowed. Acoustic and background amplified music at a PA1 permit sound level is allowed to provide background music at the Premises, provided that no amplified music will be played after 9:00 p.m. And provided further that during at

least two days per week there shall be no amplified music played (which limitation the parties may revisit after the first year in connection with a review of operations for such year). PA1 permits have a sound limit of 75 decibels at 150 feet from the source.

- i. Equipment Safety. Permittee shall maintain all of Permittee's equipment, including safety equipment, in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof.
- j. Storage. Permittee may store equipment at the Premises necessary to provide the services set forth in this Agreement. The Permittee may store equipment inside the western side common area of the Beach House, outside the western side of the Beach House and inside the bathrooms during the 'off season' in a neat, orderly, and attractive manner as long as it does not interfere with utility or fire access, the use of the Beach House by Co-Occupant, or is otherwise a public nuisance.
- k. Maintenance. Permittee shall be responsible for maintaining the Premises in a clean, safe and attractive condition when the Premises is in operation or use, including keeping the grounds immediately adjacent to the Premises picked up of all paper and debris. Permittee agrees that should the Parks Division determine that the maintenance requirements of this Subsection are not being met after written notification to Permittee and reasonable time to rectify, the Parks Division may perform or have performed additional cleaning or maintenance, and charge the actual costs of such work to Permittee, payable within thirty (30) calendar days of the issuance of the invoice, or as a charge against the Permittee's security deposit.

Any custodial services, and any chemicals, trash-liners, soap and paper used by the Permittee pursuant to its obligations under this Subsection, are required to be in accordance with the City's Green Cleaning Program and comply with the green product standards, specifications and practices of this Program. Permittee is required to be familiar with the applicable standards of the City of Madison's Policy for a Sustainable Green Cleaning Program during the permit year. These standards are set forth in the City of Madison's Administrative Procedure Memorandum No. 4-6, available at <http://www.cityofmadison.com/mayor/apm/4-6.pdf>. The failure to abide by the requirements of this Program shall be a default subject to Section 27 of this Agreement; provided that if such failure is caused by Co-Occupant in connection with its cleaning of the restrooms, Permittee shall be permitted to cure such failure as set forth in Section 27.a.

- l. Disposal of Fats, Oils and Grease. Permittee shall take measures to keep leftover fats, oils, grease and other food scraps ("FOG") from going down the drains at the Premises, including, if necessary, a grease control device ("GCD"). Large amounts of FOG should be collected and stored in drums or barrels for recycling. Small amounts can be poured into a sealed container and thrown away. Permittee should scrape or wipe FOG from dishware and cookware and put it in the trash. The City shall have the right of entry into the Premises at any time to make

inspections, observation, measurements, sampling, testing, or records review of the GCD or Permittee's operations to ensure that the Permittee is in compliance with this Section. Operational changes, maintenance and repairs requested by the City to ensure compliance with this Section shall be implemented by Permittee at Permittee's sole expense.

- m. Refuse. Permittee is responsible for refuse disposal and recycling of waste from the Premises, which shall include daily litter collection and removal from the Premises and the immediately surrounding area. Permittee may enter into an agreement with Co-Occupant to address this responsibility. The placement and manner of servicing of any dumpsters in Olbrich Park shall be subject to the approval of the Parks Superintendent or designee, such approval not to be unreasonably withheld.
- n. Alterations to Premises. No modifications of any kind, or fixtures, additions or removals shall be made to the Premises without the permission of the Parks Superintendent, or his/her designee. Any modifications shall be submitted in writing to the Parks Superintendent, or his/her designee, outlining the need, plan, cost, desire for financial or physical assistance and if the alteration will be considered an Improvement as set forth in Section 4 above. Notwithstanding the foregoing, the Preapproved Improvements detailed in Exhibit 2 are hereby consented to by the Parks Superintendent.
- o. Signage. All signs and banners, including menu boards, shall be approved by the Parks Superintendent or designee and the Zoning Administrator. Additionally, the Permittee shall post a readily observable sign at the Premises stating the Permittee's name, the Operating Agent and contact information as set forth below in Section 22.
- p. Weapons Prohibition. Permittee shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Agreement, other than while at the Permittee's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Agreement, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. Sec. 175.60(15m).
- q. Dates of Operation. The seasonal opening and closing dates of the Permittee's activities at the Premises shall be determined by Permittee, but such dates shall not occur outside the Park Division's building winterization schedule, unless arrangements for winterizing of the Premises have been made by Permittee.
- r. Surrender of Premises. Upon the termination of this Agreement under Section 27, or, in the event that this Agreement is not renewed or expires under Section 2, Permittee shall vacate and remove all personal property no later than the end of the Agreement. However, with the Superintendent's written consent, the

Permittee may have additional time beyond the end of the Agreement to remove all equipment and property from the Premises.

The Permittee will deliver the facility to City in as good condition as the Premises was in at the commencement of the Agreement, with the exception of unavoidable wear and tear through careful use and with the exception of damage by fire, vandalism, natural disasters or other casualty beyond the control of Permittee. Permittee may be granted additional time to surrender the Premises under this Subsection by written agreement with the Parks Superintendent, or his/her designee.

Any damages to the Premises during the term of this Agreement beyond normal and expected wear and tear, or as a result of damage by fire, vandalism, natural disasters or other casualty beyond the control of Permittee, shall be the responsibility of the Permittee. If these damages are not repaired by the Permittee before surrender of the Premises to the City, the City shall cause the repairs to be made and charge the cost thereof against the security deposit as set forth in Subsections below. Any balance still owing by Permittee in excess of the security deposit shall be due within thirty (30) calendar days of the invoice.

All equipment and other property of the City on the Premises shall remain the property of the City after the termination of this Agreement. No fixtures, whether or not purchased by Permittee, shall be removed from the Premises without the permission of the City. An inventory of City property and equipment will be performed before release. Any property of Permittee remaining on the Premises thirty (30) calendar days after surrender of the building will become the property of the City. Notwithstanding the preceding, Permittee must immediately surrender the Premises and remove all property therefrom in the event Permittee no longer meets the insurance requirements of Section 17.c.

- s. Security Deposit. The Permittee shall provide the City a security deposit in the amount of \$3,000 prior to occupying the Premises. To satisfy this security deposit requirement, the City agrees to either hold a check issued during each calendar year of the Agreement from Permittee for \$3,000 (in which case, upon receipt of a new check for a particular year, the City shall return or destroy any prior checks issued by Permittee pursuant to this Section), or hold Permittee's credit card information and an authorization to charge up to \$3,000. If, at the time of surrender of the Premises there are any damages or other assessable costs under this Agreement, City is permitted to either cash the check, deduct for any charges and return the balance to Permittee, or charge Permittee's credit card the assessable amount, up to \$3,000. Permittee must provide the Parks Division with a new check or an updated credit card authorization within fifteen (15) business days of changing banks. In cases where the damage and other assessable costs are greater than \$3,000, Permittee shall pay to the City the remaining balance within 30 calendar days of the invoice from the City. If it is discovered that the Permittee's check and/or credit card authorization are unable to satisfy the \$3,000 security deposit amount, the City is authorized to take possession of any personal

property of Permittee remaining on the Premises and sell this property to satisfy the security deposit requirement.

- t. Use Fee. For the use of the Premises and the right to provide the services set forth above herein, and in addition to the annual Parks Vending Permit under Madison General Ordinances Sec. 8.17, the utility costs imposed under Subsection e above, as well as the security deposit under subsections above, Permittee agrees to pay the City a use fee ("Use Fee") for each calendar year of the contract, according to the schedule set forth below. The Use Fee for each year shall be paid as follows: 1/3<sup>rd</sup> of the Use Fee is due by June 15 of such year, with the remaining 2/3<sup>rd</sup>s of the Use Fee is due by November 15 of such year. In addition, the Parties acknowledge and agree that the Use Fee set forth below is determined based on Permittee obtaining an alcohol license that permits a capacity of 240 people and operation 7 days per week for up to 51 total hours per week, and that if such capacity and permitted operating hours is in the future increased or decreased in any material respect, the parties shall negotiate in good faith a reasonable adjustment to the Use Fee to account for anticipated increased or decreased revenue as a result of such capacity and/or operating hours adjustment.
- u. Payment Schedule. Permittee shall make all payments required under this agreement. A payment will be considered late, and a default of the terms of this Agreement, if not received within five (5) business days of the due date.

The following is a projected schedule of annual payments based on the currently anticipated capital improvement plans and permit fees.

<b>Year</b>	<b>Est. Capital Improvements</b>	<b>Vending Permit</b>	<b>Use Fee</b>	<b>Financial Benefit to City</b>
2017	\$37,500	\$900	\$12,350	\$50,750
2018	\$5,000	\$900	\$18,500	\$24,400
2019	\$5,000	\$900	\$23,500	\$29,400
2020	\$15,000	\$900	\$25,000	\$40,900
2021	N/A	\$900	\$27,000	\$27,900
2022	N/A	\$900	\$29,000	\$29,900
2023	N/A	\$900	\$30,000	\$30,900
<b>Totals</b>	<b>\$62,500</b>	<b>\$6,300</b>	<b>\$165,350</b>	<b>\$234,150</b>

6. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties. In the event of a conflict between the terms of this Agreement and the terms of any document attached or incorporated herein, the terms of this Agreement shall control and supersede any such conflicting term.
7. Status of Permittee. It is agreed that Permittee is an independent contractor and not an employee or representative of the City and that any persons who Permittee utilizes and provides for services under this Agreement are employees of Permittee and are not employees of the City of Madison. In addition, it is agreed that by granting Permittee the right to use the Premises for the purposes set forth herein, that the City is not granting Permittee the right to sell or distribute any City goods or services nor is there a community of interest, as that term is defined at Wis. Stat. Sec. 135.02(1), between the City and Permittee arising from this Agreement. The Parties both acknowledge that this Agreement does not create a dealership under Wis. Stat. Ch. 135.
8. Assignability and Subcontracting. Permittee shall not assign or subcontract any interest or obligation under this Agreement without City's prior written approval, including any lease, other than space in a boat storage rack, or exclusive use of the Premises. All of the

services required hereunder shall be performed by Permittee and employees of Permittee. If Permittee is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Permittee's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in Permittee as of the date hereof.

9. No Realty. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a grant to Permittee of the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public, pursuant to Madison General Ordinances, Section 8.17.
10. Access to Premises. City, by its representatives, shall have access to Premises at any reasonable time provided such entry shall not interfere with Permittee's conduct of business. In case of emergency, the circumstances of which to be solely determined by City, City shall enter the Premises with or without force, as necessary, without assuming any liability for such entry and without affecting Permittee's obligations under this Agreement. In addition, to the extent permitted by the City of Madison ordinances Section 38.04(3)(a) and Wisconsin Statutes Chapter 125.07(3)(a) and other applicable law, and subject to compliance therewith, Permittee shall permit public access for persons of all ages to the Premises during times that (a) Olbrich Park is open and (b) Permittee's operation is not open.
11. Annual Updates. No later than February 15 of each year during the term of this Agreement, a representative of Permittee shall attend a meeting of the Board of Parks Commissioners to provide a summary of Permittee's operations for the prior year, plans for the upcoming year, concerns from residents of the adjacent neighborhoods and to answer questions from the Board. Prior to the presentation at the Board of Parks Commission meeting and if requested by a neighborhood association, Permittee shall attend one community meeting, at which all neighborhood associations adjacent to Olbrich Park will be invited, to provide a summary of Permittee's operations for the prior year, plans for the upcoming year, concerns from the neighborhood and answer questions.
12. Designated Representative. Permittee shall designate a Contract Agent with primary responsibility for the oversight of this Agreement. In case the Contract Agents are replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agents, Permittee will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section 22.
13. Operating Agent. Permittee shall designate an Operating Agent of Permittee's activities at the Premises, who shall be the person primarily responsible for the day-to-day operation of the Permittee's activities at the Premises. Permittee shall provide the name and contact information of a new Operating Agent to the Parks Superintendent, or his/her

designee, within forty-eight (48) hours of any changes to the Operating Agent or the Operating Agent's contact information.

14. Advertising. It is understood that in the operation and conduct of this Agreement, City does not grant Permittee the right to sell or distribute any goods or services provided by City, nor does City grant Permittee the right to use a City trade name, trademark, logotype, advertising, or other commercial symbol without permission of the Park Superintendent or their designee. Notwithstanding the foregoing, the City acknowledges that Permittee will do business as "The Biergarten at Olbrich Park" and the City consents to Permittee's use of such name. In any commercial advertisement or announcement, Permittee may use the names of Olbrich Park, but any such advertisement or announcement must also indicate that Permittee's activities are not associated with or affiliated with the City.
15. Amendments. This Agreement shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person other than the parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent or agents of the Permittee and the Parks Superintendent, or his/her designee.
16. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Permittee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Permittee therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
17. Indemnification and Insurance.
  - a. Indemnification. The Permittee shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Permittee's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.
  - b. Hazardous Substances; Indemnification. Permittee represents and warrants that its use of the Premises will not generate any hazardous substance, and it will not

store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. Permittee further agrees to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of the City, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property.

c. Insurance.

- (1) Required Insurance. The Permittee will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Permittee shall not commence work under this Agreement, nor shall the Permittee allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
  - (a) Commercial General Liability. During the life of this Agreement, the Permittee shall procure and maintain Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, products and completed operations, in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Permittee's coverage shall be primary and noncontributory, and list the City of Madison, its officers, officials, agents and employees as additional insureds. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary and noncontributory basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
  - (b) Liquor Liability Insurance. Liquor Liability insurance in the amount of coverage of at least \$1,000,000 per occurrence listing the City of Madison, its officers, officials, agents and employees as additional insureds.

- (c) Automobile Liability. Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria. This insurance shall be required for the full term of the Agreement and any renewal periods.
  - (d) Worker's Compensation. During the life of this Agreement, the Permittee shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. The Permittee shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease - Each Employee, and \$500,000 Disease - Policy Limit. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance.
  - (e) Umbrella Liability. During the life of this Agreement, the Permittee shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Liquor Liability, Business Automobile Liability and Employers Liability with minimum limits of \$2,000,000 per occurrence and aggregate.
  - (f) Property Insurance. Permittee shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. The City shall not be liable for any damage to or loss of property of Permittee or others located on the Premises or within Olbrich Park except to the extent such damage or loss was caused by the City's sole negligence or willful act.
- (2) Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A~ (A minus) and a Financial Category rating of no less than VII.
- (3) Proof of Insurance, Approval. The Permittee shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Permittee shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Risk Manager. The Permittee shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

- (4) Notice of Change in Policy. The Permittee and/or Insurer shall give the City thirty (30) calendar days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.
- (5) Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, Permittee shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Risk Manager consistent with the requirements of this Section.
- (6) Risk Manager. All information required to be provided to the Risk Manager should be addressed as follows:

City of Madison  
Attention: Risk Manager, Room 406  
210 Martin Luther King Jr. Blvd.  
Madison, WI 53703

- 18. Non-Discrimination. In the performance of the services under this Agreement the Permittee agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Permittee further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
- 19. Nondiscrimination Based on Disability. Permittee shall comply with Section 39.05, Madison General Ordinances, "Nondiscrimination Based on Disability in City-Assisted Programs and Activities." Under Section 39.05(7) of the Madison General Ordinances, no City financial assistance shall be granted unless assurance of compliance with Section 39.05 is provided by Permittee prior to the granting of the City financial assistance. Under Section 39.05(3)(b)4, "City financial assistance" includes any arrangement by which the City provides or otherwise makes available assistance in the form of the lease of, and the permission to use, City property.

Permittee assures that, in providing any service at the Premises, it shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:

- a. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
- b. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service, or the City facility, that is not equal to that afforded others;

- c. Provide a qualified person with a disability with a City facility or an aid, benefit, or service that is not as effective as that provided to others;
- d. Provide different or separate City facilities, or aid, benefits, or services to persons with a disability or to any class of persons with disabilities unless such action is necessary to provide qualified persons with a disability with City facilities, aid, benefits, or services that are as effective as those provided to others;
- e. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to any agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- f. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or
- g. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service from a recipient, or by others using City facilities.

Permittee shall post notices in an accessible format to applicants, beneficiaries, and other persons, describing the applicable provisions of Sec. 39.05 of the Madison General Ordinances, in the manner prescribed by section 711 of the Civil Rights Act of 1964 (42 USCA Sec 2000e-10).

- 20. Taxes and Assessments. Permittee agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Permittee's right of appeal) against the personal property and services of Permittee on the Premises during the term of this Agreement.
- 21. Severability. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.
- 22. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

City: Superintendent of Parks  
City Parks Division  
P.O. Box 2987  
210 Martin Luther King, Jr. Blvd. #104  
Madison, WI 53703

Permittee: Mike Bare  
BKM Group, LLC  
543 Harvest Lane  
Verona, WI 53593  
608-620-3001  
Mike.bare83@gmail.com

23. Third Party Rights. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
24. Audit and Retaining of Documents. The Permittee agrees to provide a detailed summary report of all sales activities and a financial reconciliation of all amounts owed and paid to the City, which information shall be provided within fifteen (15) business days after the Permittee receives the City's written requests, unless the Parties agree in writing on a longer period. Records shall be retained by the Permittee for a period of three (3) years after completion of all work under this Agreement, in order to be available for audit by the City or its designee.
25. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within Dane County, State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
26. Compliance with Applicable Laws. The Permittee shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Permittee and its agents and employees. The Permittee's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 27 of this Agreement.
27. Default/Termination.
  - a. In the event Permittee shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Permittee, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Permittee, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Permittee under this Agreement.

- b. The City acknowledges that Permittee's performance under this Agreement is subject to Permittee's ability to obtain certain licenses, permits, consents and other approvals, and Permittee shall use its commercially reasonable efforts to obtain all such licenses, permits, approvals, authorizations and consents. If, by March 31, 2017, Permittee has not received all licenses, permits, approvals, authorizations and consents (including, without limitation, a Parks Vending Permit, a Class B alcohol license, permission from the Parks Superintendent to serve alcohol and have it consumed by customers in the designated areas in Olbrich Park in compliance with City Ordinance 8.24(1)(ee), Dane County Food and Drink License, conditional use approval from the City of Madison Plan Commission, and Madison Urban Design Commission approval for material building upgrades and landscaping), the City and Permittee will discuss in good faith and determine (1) a reasonable deferral of Permittee's investment and payment obligations under this Agreement until such time as Permittee is able to obtain all such licenses, permits, approvals, authorizations and consents and (2) an appropriate proration of the Use Fee for year 2017 (it being acknowledged that the proration will be generally based on the number of days Permittee is actually able to operate relative to the total number of days Permittee plans to operate as of the effective date of this Agreement). If, despite Permittee's commercially reasonable and continued efforts, it becomes clear that Permittee will be unable to obtain all required licenses, permits, approvals, authorizations and consents, Permittee may by written notice to the City terminate this Agreement, and in such case all rights and obligations of the Permittee under this Agreement shall cease (other than any liabilities arising from a breach by Permittee of this Agreement prior to the termination date).
28. Authority. Permittee represents that it has the authority to enter into this Agreement. If the Permittee is not an individual, the person signing on behalf of the Permittee represents and warrants that he or she has been duly authorized to bind the Permittee and sign this Agreement on the Permittee's behalf.
29. Counterparts; Electronic Delivery. This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

FOR BKM GROUP, LLC

\_\_\_\_\_  
Michael Bare, Manager

\_\_\_\_\_  
Date

FOR THE CITY OF MADISON

\_\_\_\_\_  
Paul Soglin, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

Countersigned:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Veum, Risk Manager

\_\_\_\_\_  
Date

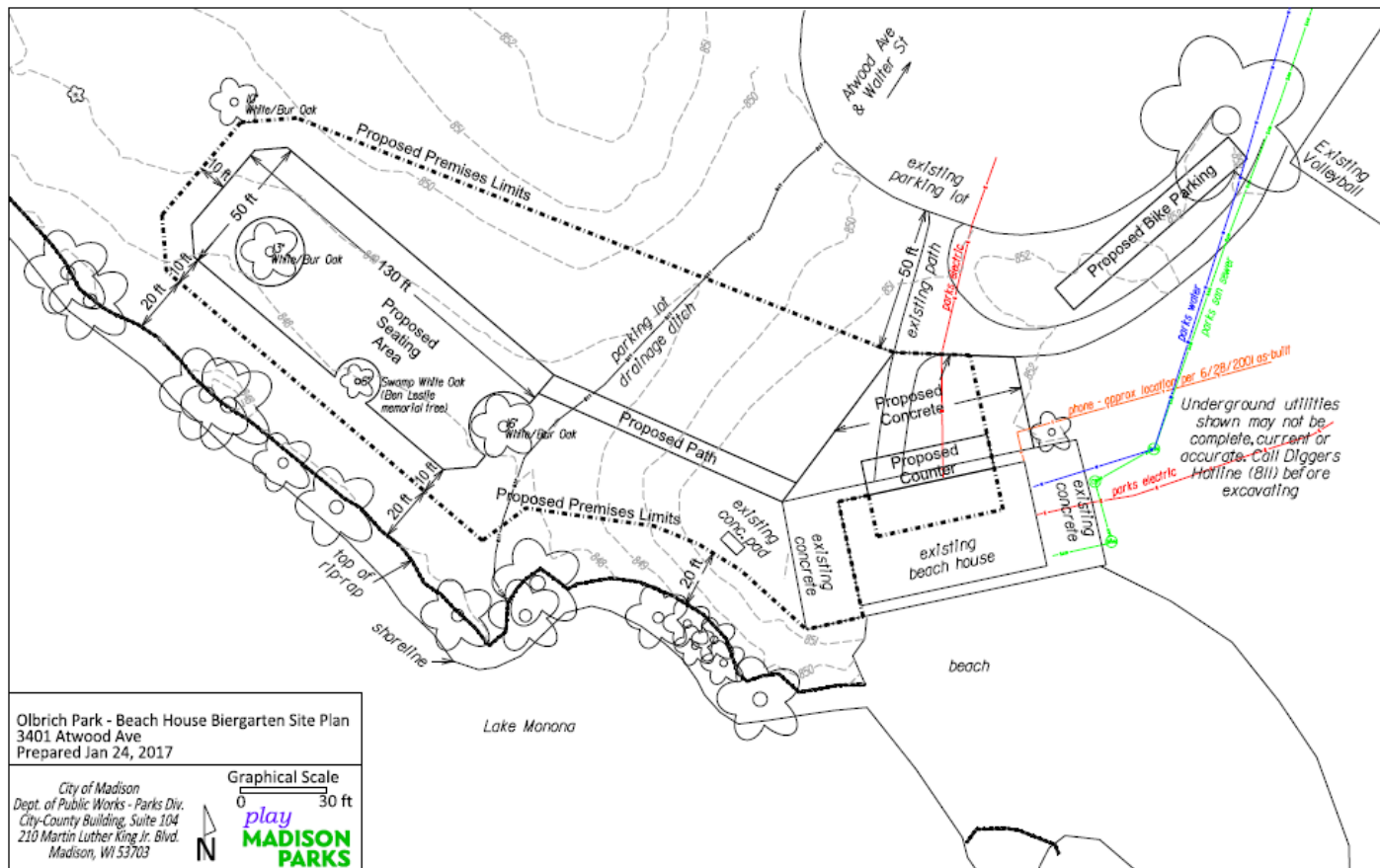
Approved as to form:

\_\_\_\_\_  
Michael P. May, City Attorney

\_\_\_\_\_  
Date

Execution of this Agreement by City is authorized by Resolution Enactment No. RES \_\_\_\_\_ ID No. \_\_\_\_\_ adopted by the Common Council of the City of Madison on \_\_\_\_\_ and approved by the Board of Parks Commissioners at its meeting on \_\_\_\_\_.

## Map of Premises



## **EXHIBIT 2**

### Improvements at Olbrich Beach House

#### Electricity and utility room:

- Install 200 amp feeder from the street.
- Upgrade circuit boxes/etc. in utility room.
- Add a wall between utility room and storage room so both Permittee and Co-Occupant have access to the electrical boxes.

#### Outside (front):

- Install new concrete/asphalt pads in front of the building to better support foot traffic to the bathrooms and service counter.
- Movable counters (that go inside at night) for service and food prep and pouring drinks.
- Taps on the front of the building coming from the cooler inside the storage room.
- Potentially install a sink outside for employee hand-washing.
- New or additional bike racks.
- Install security cameras

#### Outside (east and north fronts of building):

- Clean and paint.
- Restore or paint some of the original woodwork on the eave, install fachwerk on the wall to match.

#### Beer Garden:

- Remove sod.
- Install crushed stone path from the corner of the building to the beer garden seating area.
- Install crushed stone over the beer garden seating area.
- Poles with string lights and speakers for background music above beer garden.
- Permeable demarcation of the Premises, which may include planters, benches, signs, etc.

#### Restrooms:

- ADA porta-potty outside, if necessary.
- New toilet partitions.
- Mirrors on the walls.
- Paint walls.
- Clean/polish floors.
- Install soap and paper towel dispensers in accordance with ADA regulation

#### Food Prep Room:

- Wall off to create a hallway that preserves men's bathroom entrance.
- Partition between bathroom entrances and lobbies.
- Install four-hole sink for food prep and hand-washing that ties into plumbing for the shower.
- Install food prep counter.

Food Prep and Storage rooms:

- HVAC unit on roof or in storage room to heat/cool.
- Drop ceiling and lighting per health code.

Storage Room:

- Install cooler with tap lines going to the outside.
- Install racks for storage and a desk for office work.

### **EXHIBIT 3**

#### **Olbrich Biergarten Responsible Alcohol Consumption Action Plan**

BKM Group, LLC, as part of their management of the Olbrich Biergarten, will execute the following Responsible Alcohol Consumption Action Plan. This plan is based on similar plans maintained by other Madison Parks vendors, evidence-based responsible alcohol consumption policies, and is the result of working with Parks Division staff and incorporating feedback from the Madison Police Department, the Wisconsin Alcohol Policy Project and other sources.

#### **General alcohol-related policies and practices for staff and operation:**

1. All staff will receive mandatory training by Olbrich Biergarten management and/or external experts.
2. All servers must complete Serv-Safe alcohol and Serv-Safe food training and present their certification to be kept on file at the Biergarten by the Operating Manager.
3. All servers are 21 or older.
4. Employees must maintain a BAC below .04 while on duty.
5. We will have a licensed operator monitoring alcohol service at all times.
6. The on-duty manager is responsible for ensuring staff and patrons follow these policies and all applicable laws. This manager is authorized to respond to incidents, remove any individuals in violation of these rules or any applicable law, or contact law enforcement.
7. Service and consumption of alcohol will be allowed only in designated reusable containers we provide. Non-alcoholic beverages will be served in distinctly different containers we provide.
8. All patrons appearing to be age 35 or younger will be required to show ID to purchase alcohol.
9. We have a state ID book and ID scanner with computer hard drive on hand to check IDs.
10. Servers will confiscate false IDs, report it to law enforcement, and will receive a stipend for finding false IDs.
11. We will contract with an outside vendor to conduct at least two unannounced alcohol age compliance checks each year.
12. No unaccompanied underage persons are allowed in the Biergarten.
13. No underage individual will be allowed to purchase alcohol at the Biergarten or consume alcohol in the Biergarten even if accompanied by a parent, guardian, or spouse. Our staff will monitor consumption within the Biergarten. If underage drinking is found, all individuals involved may be escorted out of the Biergarten and the manager may contact law enforcement.
14. We reserve the right to refuse alcohol to anyone we determine has had too much to drink or anyone who is visibly intoxicated and we will not serve them alcohol. These patrons will be assisted with finding a safe ride.
15. We reserve the right to refuse service to anyone found in violation of the rules at any time.

16. An incident record will be kept on file at all times in the event there is ever an occurrence of a fake ID found, service refused, etc., and will be kept on record for at least 24 months.
17. We provide an attractive selection of food and affordable non-alcoholic beverages at a cost lower than alcoholic beverages.
18. We will install security cameras to monitor the premises in compliance with Madison Ordinance 38.05(13).

### **Olbrich Biergarten Rules:**

The following rules will be posted prominently at the entrance to Olbrich Biergarten and on our website:

- Show respect for our neighbors, Lake Monona, and Olbrich Park.
- Outside alcohol is prohibited by law at Olbrich Park. All alcohol must stay within the Biergarten.
- Picnic baskets and deliveries of outside food are welcome. Outside catering services are prohibited. Seating area may be used by people who wish to picnic and chose not to purchase food or drink from the Biergarten. A parent, guardian or spouse over 21 must accompany individuals under 21 in the Biergarten.
- Individuals under 21 may not consume alcohol, even when accompanied by a parent or guardian.
- Grills are prohibited in or around the Biergarten.
- All tables at the Biergarten are shared. A limited number of tables may be reserved for a special event.
- All motor vehicles, motorcycles & motor scooters must remain in the paved parking lot.
- No smoking, e-cigs, or tobacco use in the Biergarten.
- No personal amplified sound is allowed in the Biergarten.
- “Last Call” at the Biergarten is 9:00pm and there will be no alcohol served after 9:30. Plan accordingly. You must return all Biergarten containers and be out of Olbrich Park when it closes at 10pm.

Offenses punishable by ARREST as determined by local law enforcement authorities:

- Underage drinking
- False identification (attempting to use fake IDs)
- Disorderly or unsafe conduct

## USE AGREEMENT FOR THE OLBRICH BEACH HOUSE FOR 2017-2023

Between the City of Madison and BKM Group, LLC

THIS AGREEMENT, entered into by and between the City of Madison, a municipal corporation (hereinafter referred to as “City”), and BKM Group, LLC (hereinafter referred to as “Permittee”), is effective as of ~~January~~ March 1, 2017.

WITNESSETH:

~~WHEREAS, Madison General Ordinances Sec. 8.17 allows for a person to obtain an annual parks vending permit, valid from April 15 of each year through April 14 of the following year (“Permit Year”), to allow the person to sell foods, beverages, goods, services and lessons in a City park; and,~~

WHEREAS, for many years, vendors have entered into agreements with the City allowing vendors to provide recreational, placemaking and concession services to City residents and visitors at City shelters and facilities located at numerous City parks, which agreements are in the public’s interests as they facilitate greater access and enjoyment of the City’s parks, lakes and recreational opportunities; and,

WHEREAS, the vendors provide services to City residents and visitors, such as canoeing, kayaking, and boating lessons, watercraft rentals, kids camps, and food and general concessions, that the City does not, and cannot, otherwise provide at these, or other, locations, but that are in the public’s interest, which services help the City with its placemaking efforts at the City’s parks; and,

WHEREAS, it is in the City’s interest to have only one vendor of these recreational and concession services at each Park to ensure that general public’s use of the Park is not interfered with, and that the vendor complies with general standards of safety and care in its dealings with the public; and,

WHEREAS, in 2016, following a Request for Proposals Process, Permittee was selected to provide placemaking services at the Olbrich Beach House in Olbrich Park, consisting of food and alcohol concessions in a biergarten setting; and,

WHEREAS, there are some needed capital investments to the Olbrich Beach House grounds and facilities that need to be made to provide the best and safest services possible, and these improvements can only be made by the Permittee if there is a contract confirming the relationship between the City and the Permittee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Permittee to use a portion of the Olbrich Beach House and the surrounding area in Olbrich Park (hereinafter, the "Premises") to conduct food and alcohol concessions.

The Premises is described as follows:

Portions of the Olbrich Beach House and surrounding lands, located within Olbrich Park, in the City of Madison, and more particularly described as follows: the existing large storage room, a portion of the men's lobby on the western side of the building that will be converted into a separately restricted space, the ~~bathrooms and other common areas of the Beach House, the~~ concrete pad on the western side of the building, the designated grounds adjacent to the western side of the building (provided that the grounds included in the Premises shall at no point be closer than 20 feet from the shoreline riprap so that park users have access to the shore and water without crossing the Premises), and the concrete pad (including a potential extension thereof) and front of the building on the western two-thirds (approximately) of the north side of the building.

A map depicting the Premises is attached hereto as Exhibit 1.

2. Term; Renewal. The initial term of this Agreement shall be from ~~January~~ March 1, 2017 through December 31, 2019. Thereafter, Permittee may renew this Agreement for up to two additional terms of two-years each if mutually agreed to by the City and the Permittee, running from January 1, 2020 through December 31, 2021 and from January 1, 2022 through December 31, 2023. To renew this Agreement, Permittee must, no later than October 1 in the final year of the then-current term, provide the City Parks Division with written notice of its intent to renew the Agreement. The City's decision to renew or not renew the Agreement will be based upon mutual agreement including the Permittee's performance under this Agreement during through the renewal request. The decision to renew or not renew the Agreement is not reviewable, and solely that of the Parks Superintendent, or his/her designee. The City will notify Permittee in writing of its decision to renew or not renew this Agreement no later than December 1 in the final year of the then-current term.
3. Grant. City does hereby grant to Permittee permission to operate a biergarten at the Premises, including selling alcoholic and non-alcoholic concession products, and other related products, at the Premises, as set forth in this Agreement, with such operations having a patron capacity of up to 240 persons, or such lesser number as may be the maximum amount permitted by applicable law. Alcohol will be sold for consumption at the Premises only. The City will retain all riparian rights at the Premises and in no way does the Agreement transfer any riparian rights at Olbrich Park to the Permittee. As part of this grant of authority, Permittee shall have the exclusive use ~~of the existing large storage room and that portion of the men's lobby on the western side of the building that will be converted into a separately restricted space, along with the concrete pad and designated grounds adjacent to the western side of the building, and the concrete pad (including a potential extension thereof) and front of the building on the western two-~~

~~thirds (approximately) of the north side of the building~~ and possession of the Premises at all times during the term of this Agreement. Any other uses of Olbrich Park by Permittee not covered by this Agreement shall be subject to Parks Division approval and may require additional permits or agreements with the City. In addition, Permittee and its invitees shall have the non-exclusive right to use the bathrooms and other common areas of the Beach House, provided that alcoholic beverages shall not be possessed in such bathrooms or common areas.

4. Capital Improvements. The Parties agree that improvements, repairs and upgrades to the Premises (“Improvements”) will be necessary or may be desirable in order to facilitate Permittee’s offering of services at the Premises. Regarding these Improvements, the Parties agree as follows:
  - a. Timeline. The Parties will have the goal of completing the Improvements listed on Exhibit 2 by May 1, 2017. If the Improvements are not completed in all material respects to enable the opening of the Premises by Memorial Day 2017, the Parties shall determine a reasonable corresponding deferral of Permittee’s payment obligations under this Agreement. The City and Permittee will cooperate and discuss ~~with Permittee~~ in good faith the specific details of, and timeframe for completing, all such Improvements such that they are completed in a reasonable manner that is mutually acceptable to both the City and Permittee.
  - b. Capital Investment. The Permittee agrees to make Improvements to the Premises with values of no less than \$~~47,500~~ 62,500 in the aggregate over the lifetime of this Agreement (by Dec. 31, 2023).
  - c. Improvement Planning. The City and Permittee will conduct annual inspections of the facility to identify any planned Improvements and establish schedules for such work.
  - d. Plans and Approval. Prior to making any Improvement, Permittee must notify the Parks Superintendent, or representative, in writing of the anticipated Improvement. Except for Improvements to the electrical, plumbing, or other utility services to the Premises, or repairs under \$5,000, Permittee shall present the plans for the Improvements to the Board of Parks Commissioners, who shall either approve the Improvement, or reject the Improvement. If rejected, Permittee has no appeal rights, but may present a modified plan to the Board for reconsideration at a later date. Depending on the nature of the proposed Improvement, the Board of Parks Commissioners may require, before approving or rejecting the Improvement, an advisory opinion from the Board of Public Works. Notwithstanding the foregoing, the Improvements set forth on Exhibit 2 hereto are hereby approved by the City and Board of Parks Commissioners (the “Preapproved Improvements”), in each case subject to reasonable review and approval by Parks Division staff.
  - e. Joint Participation. Upon notification of a proposed Improvement, the City may elect to participate in the project. If the City does elect to participate in an

Improvement project, the Parties shall agree on each Parties' respective shares. If the City determines that public bidding requirements are applicable, the City shall manage and oversee the project, accepting Permittee's financial contribution to the Improvement prior to the start of construction. On any such City managed Improvement project, the City and its contractor shall coordinate the work schedule and plans with Permittee, and keep Permittee reasonably informed of the status of the project. The City has elected to contribute a portion of the electrical line system servicing upgrade to the Beach House in the amount of \$17,500, which the Parties acknowledge and agree has been taken into account in establishing the Use Fee set forth in Section 5.t below.

- f. Construction. Except as provided in the foregoing Subsections a. and e., the funding and construction of any Improvement under this Section is entirely the responsibility of the Permittee, who shall be responsible for obtaining any required permits, licenses, and approvals for the improvement.
  - g. Donation and Acceptance of Improvements. Once the Improvements are complete, Permittee shall notify the Parks Superintendent, or designee, who shall then have the Improvement inspected. If the Parks Superintendent, or designee, is satisfied that the Improvement is consistent with the approved plans, and there appear to be no obvious defects or deficient workmanship, the City will accept the Improvement, which will be considered a donation by Permittee to the City for the use and enjoyment of City residents who use the Premises.
  - h. Warranties and Representations. Permittee agrees that when making Improvements, it will ensure that any and all warranties and representations made to Permittee by the builder, contractor, manufacturer, etc., regarding the Improvement, shall also extend to the City, who shall assume ownership of the Improvement once completed.
  - i. Accounting. Upon the acceptance of the Improvement by the City, Permittee shall supply City with a final accounting of the costs of the Improvement, which amount will be applied towards Permittee's requirements under Subsection b.
  - j. Ownership of Improvements. Any Improvements made to the Premises pursuant to this Section shall be the property of the City upon completion and acceptance, where required, regardless of the source(s) of financial contributions for the improvement, except that the following items shall remain the property of Permittee and may be removed by Permittee from the Premises at the end of the term of this Agreement: coolers and refrigerators, stoves (if any) and tap system. While Permittee may use the Improvements pursuant to the terms and conditions of this Agreement, Permittee has no ownership right in any of said Improvements.
5. Conditions of Use. In entering into this Agreement, the Parties agree to the following terms and conditions regarding the Permittee's use of the Premises

a. Services to be Provided at Premises. Permittee shall provide equipment and services to facilitate concessions at the Premises. This may include food and beverage (alcoholic and non-alcoholic) sales and selling supporting merchandise or equipment at the Premises. Alcohol will be sold for consumption at the Premises only. Permittee's services may also include youth and family activities or a play zone. A list of products and services will be provided to the City upon request by the Parks Division. Permittee shall provide these services for up to ~~55~~ 51 hours per week at a minimum from Memorial Day weekend through Labor Day.

b. Co-Occupancy of ~~Premises~~Beach House; Change in Status. Permittee is expected to occupy the Olbrich Beach House with another party during the lifetime of this Agreement (the "Co-Occupant"), provided that Permittee shall have exclusive use of all areas constituting the Premises. The Co-Occupant shall have the exclusive use of the existing refreshment and concession area along with the adjoining small storage/closet, as well as the non-exclusive use of the bathrooms and other common areas within the Beach House along with the concrete pad and beach area on the eastern side of the buildings, as identified on Exhibit 1. Co-Occupant is expected to conduct water sport equipment rental and instructional programs, run day camps, sell non-alcoholic concession products, and related products at the Premises, under the terms of a separate use agreement with the City. In lieu of Co-Occupant paying for utilities, Co-Occupant shall be responsible for cleaning and stocking the restrooms at the Beach House.

Permittee and the Co-Occupant shall both agree to act in good faith toward each other and not interfere with the other's use of the Beach House or surrounding area. Permittee agrees not to sell any products that are competitive with the products sold by Co-Occupant. Moreover, as part of the use agreement with the Co-Occupant, the City will not permit the Co-Occupant to sell food and beverage products that are competitive with the food and beverage products sold by Permittee. Should there be any issues between the Permittee and the Co-Occupant that cannot be resolved by Permittee and the Co-Occupant on their own, the Parks Division shall attempt to mediate the issue. If the Co-Occupant's agreement with the City is terminated for any reason prior to the end of this Agreement, Permittee and the City will discuss any changes that may be necessary to the terms of this Agreement. Co-Occupant and Permittee may enter into an agreement between them to set forth their respective rights and obligations with respect to the Olbrich Beach House.

c. Permits and Licenses. Subject to Section 26.b., Permittee agrees, at its own expense, to obtain and keep current all licenses and permits necessary for the operation of Permittee's business, including an annual Parks Vending Permit under Madison General Ordinances Sec. 8.17 and a Class B alcohol license, and to comply with all Federal, State and City statutes, ordinances, rules and regulations applicable to Permittee's business. Permittee agrees to obtain all inspections by the Health Department, Fire Department or any other governmental agency that are required to operate the services authorized under

this Agreement. Permittee shall provide the Parks Division with proof of such compliance upon request. Failure to comply with this provision shall be a default under this Agreement.

- d. Equipment. City shall be responsible for providing access to the Premises, access to water and electrical service, and functioning bathrooms at the Premises. Permittee shall provide all other equipment necessary to operate the facility, including, but not limited to, all kitchen equipment, safety equipment, exterior seating, concessions, products, refrigerators, freezers, microwaves, and cash registers. The Permittee and Co-Occupant shall be jointly responsible for the entire cost of cleaning supplies, soap, and paper products for the public bathrooms at the Olbrich Beach House. Permittee may place other equipment related to the operation of the Premises by the Permittee consistent with this Agreement in locations approved by the Parks Superintendent, or his/her designee. Permittee may, solely at Permittee's expense, or along with Co-Occupant, install a security system at the Premises. Permittee may install or use other equipment with the written permission of the Parks Superintendent, or his/her designee. Upon request, Permittee shall provide the Parks Superintendent, or designee, with a current list of all the Permittee's equipment at the Premises.
- e. Utilities. Permittee is responsible for 100% of water, sanitary sewer, [stormwater](#) and gas and electric costs at the Premises. City will provide Permittee with the relevant meter data for the Premises. The failure to pay these bills by the due date is a default under Section 26. If Permittee fails to pay these utility bills and the City terminates this Agreement, the unpaid utility bills will be deducted from any remaining security deposit under Subsection t below.
- f. Product. Upon request by the Parks Superintendent or designee, the Permittee will provide a list of items offered for sale at the Premises by Permittee, including, but not limited to, food, beverages and confections, and related merchandise.
- g. Alcohol Sales. Permittee is permitted to sell food and beverages, including alcoholic beverages at the Premises. Permittee will be required to have a valid Class B license for the Premises. Permittee's operation is a fair-weather operation scheduled to be open up to ~~55~~[51](#) hours per week within Park open hours, weather permitting. Permittee shall not dispense or distribute alcohol after 9:30 [p.m. with "last call" not later than 9:00](#) p.m. The times of operation may be modified upon the written approval of Permittee and the Parks Superintendent, or his/her designee, subject to any conditions of the Permittee's Class B license. In addition, if ceasing to dispense or distribute alcohol at 9:30 p.m. results in repeated issues of customers not leaving the Premises by Olbrich Park closing time, Permittee may be required to cease dispensing or distributing alcohol at 9:00 p.m.

It is the responsibility of Permittee to manage the distribution of alcohol in compliance with all applicable laws, and Permittee is solely responsible for any incidents arising from any violation by Permittee of any such law(s). Permittee

shall monitor the service of alcoholic beverages, make sure no one under the age of twenty-one (21) is drinking alcohol, and refuse service to people who appear to be intoxicated or using poor judgment in their drinking. In addition, Permittee shall comply in all material respects with the terms of the Responsible Alcohol Consumption Action Plan attached hereto as Exhibit 3, as the same may be revised from time to time with the approval of the Board of Parks Commissioners (or its staff designees) and/or any conditions placed on the liquor license by the City of Madison Alcohol License Review Committee.

- h. Amplified Music Restriction. No amplified music requiring a PA2 permit shall be allowed ~~during non-special event operations~~. Acoustic and background amplified music at a PA1 permit sound level is allowed to provide background music at the Premises. ~~Amplification permits for special events must be secured through the Parks Division, provided that no amplified music will be played after 9:00 p.m. And provided further that during at least two days per week there shall be no amplified music played (which limitation the parties may revisit after the first year in connection with a review of operations for such year).~~ PA1 permits have a sound limit of 75 decibels at 150 feet from the source. ~~PA2 permits have a sound limit of 95 decibels at the sound board or 100 feet from the source, whichever is closer.~~
- ~~i. Special Events. Permittee may hold up to four (4) days of special events and activities at the Premises each year with attendance of between 250 and 1,000 people. Any such special event or activity will not be charged a park event application fee, but other permit fees may apply depending upon the nature of the event or activity. Amplified music can be included in the special event application. All such special events or activities must be approved in advance by the Parks Division and coordinated with Co-Occupant. If a PA2 permit or event with an anticipated attendance of over 1,000 is requested, the Board of Park Commission must approve the event.~~
- i. j. Equipment Safety. Permittee shall maintain all of Permittee's equipment, including safety equipment, in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof.
- j. ~~k. Storage.~~ Permittee may store equipment at the Premises necessary to provide the services set forth in this Agreement. The Permittee may store equipment inside the western side common area of the Beach House, outside the western side of the Beach House and inside the bathrooms during the 'off season' in a neat, orderly, and attractive manner as long as it does not interfere with utility or fire access, the use of the Beach House by Co-Occupant, or is otherwise a public nuisance.
- k. l. Maintenance. Permittee shall be responsible for maintaining the Premises in a clean, safe and attractive condition when the Premises is in operation or use, including keeping the grounds immediately adjacent to the Premises picked up of all paper and debris. Permittee agrees that should the Parks Division determine

that the maintenance requirements of this Subsection are not being met after written notification to Permittee and reasonable time to rectify, the Parks Division may perform or have performed additional cleaning or maintenance, and charge the actual costs of such work to Permittee, payable within thirty (30) calendar days of the issuance of the invoice, or as a charge against the Permittee's security deposit.

Any custodial services, and any chemicals, trash-liners, soap and paper used by the Permittee pursuant to its obligations under this Subsection, are required to be in accordance with the City's Green Cleaning Program and comply with the green product standards, specifications and practices of this Program. Permittee is required to be familiar with the applicable standards of the City of Madison's Policy for a Sustainable Green Cleaning Program during the permit year. These standards are set forth in the City of Madison's Administrative Procedure Memorandum No. 4-6, available at <http://www.cityofmadison.com/mayor/apm/4-6.pdf>. The failure to abide by the requirements of this Program shall be a default subject to Section 26 of this Agreement; provided that if such failure is caused by Co-Occupant in connection with its cleaning of the restrooms, Permittee shall be permitted to cure such failure as set forth in Section 26.a.

- l. ~~m.~~ Disposal of Fats, Oils and Grease. Permittee shall take measures to keep leftover fats, oils, grease and other food scraps ("FOG") from going down the drains at the Premises, including, if necessary, a grease control device ("GCD"). Large amounts of FOG should be collected and stored in drums or barrels for recycling. Small amounts can be poured into a sealed container and thrown away. Permittee should scrape or wipe FOG from dishware and cookware and put it in the trash. The City shall have the right of entry into the Premises at any time to make inspections, observation, measurements, sampling, testing, or records review of the GCD or Permittee's operations to ensure that the Permittee is in compliance with this Section. Operational changes, maintenance and repairs requested by the City to ensure compliance with this Section shall be implemented by Permittee at Permittee's sole expense.
- m. ~~n.~~ Refuse. Permittee is responsible for refuse disposal and recycling of waste from the Premises, which shall include daily litter collection and removal from the Premises and the immediately surrounding area. Permittee may enter into an agreement with Co-Occupant to address this responsibility. The placement and manner of servicing of any dumpsters in Olbrich Park shall be subject to the approval of the Parks Superintendent or designee, such approval not to be unreasonably withheld.
- n. ~~o.~~ Alterations to Premises. No modifications of any kind, or fixtures, additions or removals shall be made to the Premises without the permission of the Parks Superintendent, or his/her designee. Any modifications shall be submitted in writing to the Parks Superintendent, or his/her designee, outlining the need, plan, cost, desire for financial or physical assistance and if the alteration will be considered an Improvement as set forth in Section 4 above. Notwithstanding the

foregoing, the Preapproved Improvements detailed in Exhibit 2 are hereby consented to by the Parks Superintendent.

- o. ~~p.~~ Signage. All signs and banners, including menu boards, shall be approved by the Parks Superintendent or designee and the Zoning Administrator. Additionally, the Permittee shall post a readily observable sign at the Premises stating the Permittee's name, the Operating Agent and contact information as set forth below in Section 21.
- p. ~~q.~~ Weapons Prohibition. Permittee shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Agreement, other than while at the Permittee's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Agreement, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. Sec. 175.60(15m).
- q. ~~r.~~ ~~Closing Date~~ Dates of Operation. The seasonal opening and closing ~~date-dates~~ of the Permittee's activities at the Premises shall be determined by Permittee, but such ~~date-dates~~ shall not occur ~~no later than outside~~ the Park Division's building winterization schedule, unless arrangements for winterizing of the Premises have been made by Permittee.
- r. ~~s.~~ Surrender of Premises. Upon the termination of this Agreement under Section 26, or, in the event that this Agreement is not renewed or expires under Section 2, Permittee shall vacate and remove all personal property no later than the end of the Agreement. However, with the Superintendent's written consent, the Permittee may have additional time beyond the end of the Agreement to remove all equipment and property from the Premises.

The Permittee will deliver the facility to City in as good condition as the Premises was in at the commencement of the Agreement, with the exception of unavoidable wear and tear through careful use and with the exception of damage by fire, vandalism, natural disasters or other casualty beyond the control of Permittee. Permittee may be granted additional time to surrender the Premises under this Subsection by written agreement with the Parks Superintendent, or his/her designee.

Any damages to the Premises during the term of this Agreement beyond normal and expected wear and tear ~~-, or as a result of damage by fire, vandalism, natural disasters or other casualty beyond the control of Permittee,~~ shall be the responsibility of the Permittee. If these damages are not repaired by the Permittee before surrender of the Premises to the City, the City shall cause the repairs to be made and charge the cost thereof against the security deposit as set forth in Subsection ~~t-s~~ below. Any balance still owing by Permittee in excess of the security deposit shall be due within thirty (30) calendar days of the invoice.

All equipment and other property of the City on the Premises shall remain the property of the City after the termination of this Agreement. No fixtures, whether or not purchased by Permittee, shall be removed from the Premises without the permission of the City. An inventory of City property and equipment will be performed before release. Any property of Permittee remaining on the Premises thirty (30) calendar days after surrender of the building will become the property of the City. Notwithstanding the preceding, Permittee must immediately surrender the Premises and remove all property therefrom in the event Permittee no longer meets the insurance requirements of Section 16.c.

s. ~~t.~~Security Deposit. The Permittee shall provide the City a security deposit in the amount of \$3,000 prior to occupying the Premises. To satisfy this security deposit requirement, the City agrees to either hold a check issued during each calendar year of the Agreement from Permittee for \$3,000 (in which case, upon receipt of a new check for a particular year, the City shall return or destroy any prior checks issued by Permittee pursuant to this Section), or hold Permittee's credit card information and an authorization to charge up to \$3,000. If, at the time of surrender of the Premises there are any damages or other assessable costs under this Agreement, City is permitted to either cash the check, deduct for any charges and return the balance to Permittee, or charge Permittee's credit card the assessable amount, up to \$3,000. Permittee must provide the Parks Division with a new check or an updated credit card authorization within fifteen (15) business days of changing banks. In cases where the damage and other assessable costs are greater than \$3,000, Permittee shall pay to the City the remaining balance within 30 calendar days of the invoice from the City. If it is discovered that the Permittee's check and/or credit card authorization are unable to satisfy the \$3,000 security deposit amount, the City is authorized to take possession of any personal property of Permittee remaining on the Premises and sell this property to satisfy the security deposit requirement.

t. ~~u.~~Use Fee. For the use of the Premises and the right to provide the services set forth above herein, and in addition to the annual Parks Vending Permit under Madison General Ordinances Sec. 8.17, the utility costs imposed under Subsection e above, as well as the security deposit under ~~subsection t~~ subsections above, Permittee agrees to pay the City a use fee ("Use Fee") for each calendar year of the contract, according to the schedule set forth below. The Use Fee ~~shall be paid in six equal monthly installments which shall be due on the last business days of each month from April through September of each calendar year of this Agreement.~~ for each year shall be paid as follows: 1/3<sup>rd</sup> of the Use Fee is due by June 15 of such year, with the remaining 2/3<sup>rd</sup>s of the Use Fee is due by November 15 of such year. In addition, the Parties acknowledge and agree that the Use Fee set forth below is determined based on Permittee obtaining an alcohol license that permits a capacity of 240 people and operation 7 days per week for up to 51 total hours per week, and that if such capacity and permitted operating hours is in the future increased or decreased in any material respect, the parties shall negotiate in good faith a reasonable adjustment to the Use Fee to account for

anticipated increased or decreased revenue as a result of such capacity and/or operating hours adjustment.

u. ~~v.~~ Payment Schedule. Permittee shall make all payments required under this agreement. A payment will be considered late, and a default of the terms of this Agreement, if not received within five (5) business days of the due date.

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The following is a projected schedule of annual payments based on the currently anticipated capital improvement plans and permit fees.

Year	Est. Capital Improvements	Vending Permit	Use Fee	Financial Benefit to City
2017	\$37,500	\$900	<del>\$13,000</del> <u>\$12,350</u>	<del>\$51,400</del> <u>\$50,750</u>
2018	\$5,000	\$900	\$18,500	\$24,400
2019	\$5,000	\$900	\$23,500	\$29,400
2020	\$15,000	\$900	\$25,000	\$40,900
2021	N/A	\$900	\$27,000	\$27,900
2022	N/A	\$900	\$29,000	\$29,900
2023	N/A	\$900	\$30,000	\$30,900
<b>Totals</b>	<b>\$62,500</b>	<b>\$6,300</b>	<del>\$166,000</del> <u>\$165,350</u>	<del>\$234,800</del> <u>\$234,150</u>

6. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties. In the event of a conflict between the terms of this Agreement and the terms of any document attached or incorporated herein, the terms of this Agreement shall control and supersede any such conflicting term.
7. Status of Permittee. It is agreed that Permittee is an independent contractor and not an employee or representative of the City and that any persons who Permittee utilizes and provides for services under this Agreement are employees of Permittee and are not employees of the City of Madison. In addition, it is agreed that by granting Permittee the right to use the Premises for the purposes set forth herein, that the City is not granting Permittee the right to sell or distribute any City goods or services nor is there a community of interest, as that term is defined at Wis. Stat. Sec. 135.02(1), between the City and Permittee arising from this Agreement. The Parties both acknowledge that this Agreement does not create a dealership under Wis. Stat. Ch. 135.
8. Assignability and Subcontracting. Permittee shall not assign or subcontract any interest or obligation under this Agreement without City's prior written approval, including any lease, other than space in a boat storage rack, or exclusive use of the Premises. All of the

services required hereunder shall be performed by Permittee and employees of Permittee. If Permittee is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Permittee's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in Permittee as of the date hereof.

9. No Realty. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a grant to Permittee of the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public, pursuant to Madison General Ordinances, Section 8.17.
10. Access to Premises. City, by its representatives, shall have access to Premises at any reasonable time provided such entry shall not interfere with Permittee's conduct of business. In case of emergency, the circumstances of which to be solely determined by City, City shall enter the Premises with or without force, as necessary, without assuming any liability for such entry and without affecting Permittee's obligations under this Agreement. In addition, to the extent permitted by the City of Madison ordinances Section 38.04(3)(a) and Wisconsin Statutes Chapter 125.07(3)(a) and other applicable law, and subject to compliance therewith, Permittee shall permit public access for persons of all ages to the Premises during times that (a) Olbrich Park is open and (b) Permittee's operation is not open.
11. Annual Updates. No later than February 15 of each year during the term of this Agreement, a representative of Permittee shall attend a meeting of the Board of Parks Commissioners to provide a summary of Permittee's operations for the prior year, plans for the upcoming year, concerns from residents of the adjacent neighborhoods and to answer questions from the Board. Prior to the presentation at the Board of Parks Commission meeting and if requested by a neighborhood association, Permittee shall attend one community meeting, at which all neighborhood associations adjacent to Olbrich Park will be invited, to provide a summary of Permittee's operations for the prior year, plans for the upcoming year, concerns from the neighborhood and answer questions.
12. ~~11~~ Designated Representative. Permittee shall designate a Contract Agent with primary responsibility for the oversight of this Agreement. In case the Contract Agents are replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agents, Permittee will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section ~~24~~22.
13. ~~12~~ Operating Agent. Permittee shall designate an Operating Agent of Permittee's activities at the Premises, who shall be the person primarily responsible for the day-to-day operation of the Permittee's activities at the Premises. Permittee shall provide the name and contact information of a new Operating Agent to the Parks Superintendent, or

his/her designee, within forty-eight (48) hours of any changes to the Operating Agent or the Operating Agent's contact information.

14. ~~13.~~ Advertising. It is understood that in the operation and conduct of this Agreement, City does not grant Permittee the right to sell or distribute any goods or services provided by City, nor does City grant Permittee the right to use a City trade name, trademark, logotype, advertising, or other commercial symbol without permission of the Park Superintendent or their designee. Notwithstanding the foregoing, the City acknowledges that Permittee will do business as "~~Olbrich~~ The Biergarten at Olbrich Park" and the City consents to Permittee's use of such name. In any commercial advertisement or announcement, Permittee may use the names of Olbrich Park, but any such advertisement or announcement must also indicate that Permittee's activities are not associated with or affiliated with the City.

15. ~~14.~~ Amendments. This Agreement shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person other than the parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent or agents of the Permittee and the Parks Superintendent, or his/her designee.

16. ~~15.~~ No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Permittee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Permittee therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

17. ~~16.~~ Indemnification and Insurance.

a. Indemnification. The Permittee shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Permittee's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

b. Hazardous Substances; Indemnification. Permittee represents and warrants that its use of the Premises will not generate any hazardous substance, and it will not

store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. Permittee further agrees to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of the City, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property.

c. Insurance.

- (1) Required Insurance. The Permittee will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Permittee shall not commence work under this Agreement, nor shall the Permittee allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
  - (a) Commercial General Liability. During the life of this Agreement, the Permittee shall procure and maintain Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, products and completed operations, in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Permittee's coverage shall be primary and noncontributory, and list the City of Madison, its officers, officials, agents and employees as additional insureds. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary and noncontributory basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
  - (b) Liquor Liability Insurance. Liquor Liability insurance in the amount of coverage of at least \$1,000,000 per occurrence listing the City of Madison, its officers, officials, agents and employees as additional insureds.

- (c) Automobile Liability. Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria. This insurance shall be required for the full term of the Agreement and any renewal periods.
  - (d) Worker's Compensation. During the life of this Agreement, the Permittee shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. The Permittee shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease - Each Employee, and \$500,000 Disease - Policy Limit. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance.
  - (e) Umbrella Liability. During the life of this Agreement, the Permittee shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Liquor Liability, Business Automobile Liability and Employers Liability with minimum limits of \$2,000,000 per occurrence and aggregate.
  - (f) Property Insurance. Permittee shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. The City shall not be liable for any damage to or loss of property of Permittee or others located on the Premises or within Olbrich Park except to the extent such damage or loss was caused by the City's sole negligence or willful act.
- (2) Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A~ (A minus) and a Financial Category rating of no less than VII.
- (3) Proof of Insurance, Approval. The Permittee shall provide the City with certificate~~f~~(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Permittee shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Risk Manager. The Permittee shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

- (4) Notice of Change in Policy. The Permittee and/or Insurer shall give the City thirty (30) calendar days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.
- (5) Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, Permittee shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Risk Manager consistent with the requirements of this Section.
- (6) Risk Manager. All information required to be provided to the Risk Manager should be addressed as follows:

City of Madison  
Attention: Risk Manager, Room 406  
210 Martin Luther King Jr. Blvd.  
Madison, WI 53703

18. ~~17.~~ Non-Discrimination. In the performance of the services under this Agreement the Permittee agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Permittee further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

19. ~~18.~~ Nondiscrimination Based on Disability. Permittee shall comply with Section 39.05, Madison General Ordinances, “Nondiscrimination Based on Disability in City-Assisted Programs and Activities.” Under Section 39.05(7) of the Madison General Ordinances, no City financial assistance shall be granted unless assurance of compliance with Section 39.05 is provided by Permittee prior to the granting of the City financial assistance. Under Section 39.05(3)(b)4, “City financial assistance” includes any arrangement by which the City provides or otherwise makes available assistance in the form of the lease of, and the permission to use, City property.

Permittee assures that, in providing any service at the Premises, it shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:

- a. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
- b. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service, or the City facility, that is not equal to that afforded others;

- c. Provide a qualified person with a disability with a City facility or an aid, benefit, or service that is not as effective as that provided to others;
- d. Provide different or separate City facilities, or aid, benefits, or services to persons with a disability or to any class of persons with disabilities unless such action is necessary to provide qualified persons with a disability with City facilities, aid, benefits, or services that are as effective as those provided to others;
- e. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to any agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- f. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or
- g. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service from a recipient, or by others using City facilities.

Permittee shall post notices in an accessible format to applicants, beneficiaries, and other persons, describing the applicable provisions of Sec. 39.05 of the Madison General Ordinances, in the manner prescribed by section 711 of the Civil Rights Act of 1964 (42 USCA Sec 2000e-10).

20. ~~19.~~ Taxes and Assessments. Permittee agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Permittee's right of appeal) against the personal property and services of Permittee on the Premises during the term of this Agreement.

21. ~~20.~~ Severability. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

22. ~~21.~~ Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

City: Superintendent of Parks  
City Parks Division  
P.O. Box 2987  
210 Martin Luther King, Jr. Blvd. #104  
Madison, WI 53703

Permittee: Mike Bare  
BKM Group, LLC  
543 Harvest Lane  
Verona, WI 53593  
608-620-3001  
Mike.bare83@gmail.com

23. ~~22.~~ Third Party Rights. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
24. ~~23.~~ Audit and Retaining of Documents. The Permittee agrees to provide a detailed summary report of all sales activities and a financial reconciliation of all amounts owed and paid to the City, which information shall be provided within fifteen (15) business days after the Permittee receives the City's written requests, unless the Parties agree in writing on a longer period. Records shall be retained by the Permittee for a period of three (3) years after completion of all work under this Agreement, in order to be available for audit by the City or its designee.
25. ~~24.~~ Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within Dane County, State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
26. ~~25.~~ Compliance with Applicable Laws. The Permittee shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Permittee and its agents and employees. The Permittee's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section ~~26-27~~ of this Agreement.
27. ~~26.~~ Default/Termination.
- a. In the event Permittee shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Permittee, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Permittee, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Permittee under this Agreement.

- b. The City acknowledges that Permittee's performance under this Agreement is subject to Permittee's ability to obtain certain licenses, permits, consents and other approvals, and Permittee shall use its commercially reasonable efforts to obtain all such licenses, permits, approvals, authorizations and consents. If, by March 31, 2017, Permittee has not received all licenses, permits, approvals, authorizations and consents (including, without limitation, a Parks Vending Permit, a Class B alcohol license, permission from the Parks Superintendent to serve alcohol and have it consumed by customers in the designated areas in Olbrich Park in compliance with City Ordinance 8.24(1)(ee), Dane County Food and Drink License, conditional use approval from the City of Madison Plan Commission, and Madison Urban Design Commission approval for material building upgrades and landscaping), the City and Permittee will discuss in good faith and determine (1) a reasonable deferral of Permittee's investment and payment obligations under this Agreement until such time as Permittee is able to obtain all such licenses, permits, approvals, authorizations and consents and (2) an appropriate proration of the Use Fee for year 2017 (it being acknowledged that the proration will be generally based on the number of days Permittee is actually able to operate relative to the total number of days Permittee plans to operate as of the effective date of this Agreement). If, despite Permittee's commercially reasonable and continued efforts, it becomes clear that Permittee will be unable to obtain all required licenses, permits, approvals, authorizations and consents, Permittee may by written notice to the City terminate this Agreement, and in such case all rights and obligations of the Permittee under this Agreement shall cease (other than any liabilities arising from a breach by Permittee of this Agreement prior to the termination date).

28. ~~27.~~ Authority. Permittee represents that it has the authority to enter into this Agreement. If the Permittee is not an individual, the person signing on behalf of the Permittee represents and warrants that he or she has been duly authorized to bind the Permittee and sign this Agreement on the Permittee's behalf.

29. ~~28.~~ Counterparts; Electronic Delivery. This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

FOR BKM GROUP, LLC

\_\_\_\_\_  
Michael Bare, Manager

\_\_\_\_\_  
Date

FOR THE CITY OF MADISON

\_\_\_\_\_  
Paul Soglin, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

Countersigned:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Veum, Risk Manager

\_\_\_\_\_  
Date

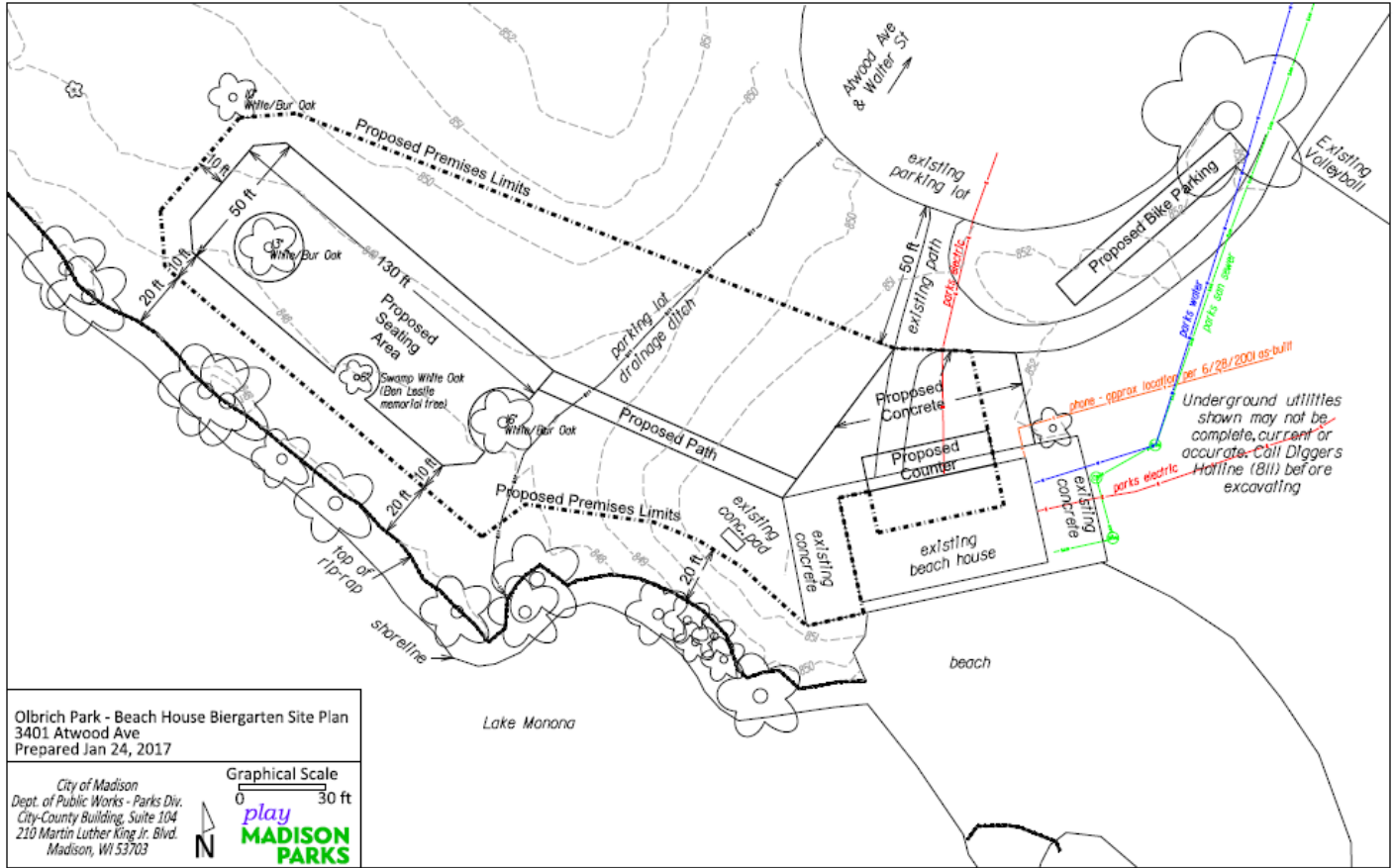
Approved as to form:

\_\_\_\_\_  
Michael P. May, City Attorney

\_\_\_\_\_  
Date

Execution of this Agreement by City is authorized by Resolution Enactment No. RES \_\_\_\_\_ ID No. \_\_\_\_\_ adopted by the Common Council of the City of Madison on \_\_\_\_\_ and approved by the Board of Parks Commissioners at its meeting on \_\_\_\_\_.

**EXHIBIT 1**  
Map of Premises



## **EXHIBIT 2**

### Improvements at Olbrich Beach House

#### Electricity and utility room:

- Install 200 amp feeder from the street.
- Upgrade circuit boxes/etc. in utility room.
- Add a wall between utility room and storage room so both Permittee and Co-Occupant have access to the electrical boxes.

#### Outside (front):

- Install new concrete/asphalt pads in front of the building to better support foot traffic to the bathrooms and service counter.
- Movable counters (that go inside at night) for service and food prep and pouring drinks.
- Taps on the front of the building coming from the cooler inside the storage room.
- Potentially install a sink outside for employee hand-washing.
- New or additional bike racks.
- Install security cameras

#### Outside (east and north fronts of building):

- Clean and paint.
- Restore or paint some of the original woodwork on the eave, install fachwerk on the wall to match.

#### Beer Garden:

- Remove sod.
- Install crushed stone path from the corner of the building to the beer garden seating area ~~(light blue in the attached site plan)~~.
- Install crushed stone over the beer garden seating area ~~(light blue in the attached site plan)~~.
- Poles with string lights and speakers for background music above beer garden.
- [Permeable demarcation of the Premises, which may include planters, benches, signs, etc.](#)

#### Restrooms:

- ADA porta-potty outside, if necessary.
- New toilet partitions.
- Mirrors on the walls.
- Paint walls.
- Clean/polish floors.
- [Install soap and paper towel dispensers in accordance with ADA regulation](#)

#### Food Prep Room:

- Wall off to create a hallway that preserves men's bathroom entrance.
- [Partition between bathroom entrances and lobbies.](#)
- Install four-hole sink for food prep and hand-washing that ties into plumbing for the shower.

- Install food prep counter.

Food Prep and Storage rooms:

- HVAC unit on roof or in storage room to heat/cool.
- Drop ceiling and lighting per health code.

Storage Room:

- Install cooler with tap lines going to the outside.
- Install racks for storage and a desk for office work.

### **EXHIBIT 3**

#### **Olbrich Biergarten Responsible Alcohol Consumption Action Plan**

BKM Group, LLC, as part of their management of the Olbrich Biergarten, will execute the following Responsible Alcohol Consumption Action Plan. This plan is based on similar plans maintained by other Madison Parks vendors, evidence-based responsible alcohol consumption policies, and is the result of working with Parks Division staff and incorporating feedback from the Madison Police Department, the Wisconsin Alcohol Policy Project and other sources.

#### **General alcohol-related policies and practices for staff and operation:**

1. All staff will receive mandatory training by Olbrich Biergarten management and/or external experts.
2. All servers must complete Serv-Safe alcohol and Serv-Safe food training and present their certification to be kept on file at the Biergarten by the Operating Manager.
3. All servers are 21 or older.
4. Employees must maintain a BAC below .04 while on duty.
5. We will have a licensed operator monitoring alcohol service at all times.
6. The on-duty manager is responsible for ensuring staff and patrons follow these policies and all applicable laws. This manager is authorized to respond to incidents, remove any individuals in violation of these rules or any applicable law, or contact law enforcement.
7. Service and consumption of alcohol will be allowed only in designated reusable containers we provide. Non-alcoholic beverages will be served in distinctly different containers we provide.
8. All patrons appearing to be age 35 or younger will be required to show ID to purchase alcohol.
9. We have a state ID book and ID scanner with computer hard drive on hand to check IDs.
10. Servers will confiscate false IDs, report it to law enforcement, and will receive a stipend for finding false IDs.
11. We will contract with an outside vendor to conduct at least two unannounced alcohol age compliance checks each year.
12. No unaccompanied underage persons are allowed in the Biergarten.
13. No underage individual will be allowed to purchase alcohol at the Biergarten or consume alcohol in the Biergarten even if accompanied by a parent, guardian, or spouse. Our staff will monitor consumption within the Biergarten. If underage drinking is found, all individuals involved may be escorted out of the Biergarten and the manager may contact law enforcement.
14. We reserve the right to refuse alcohol to anyone we determine has had too much to drink or anyone who is visibly intoxicated and we will not serve them alcohol. These patrons will be assisted with finding a safe ride.
15. We reserve the right to refuse service to anyone found in violation of the rules at any time.

16. An incident record will be kept on file at all times in the event there is ever an occurrence of a fake ID found, service refused, etc., and will be kept on record for at least 24 months.
17. We provide an attractive selection of food and affordable non-alcoholic beverages at a cost lower than alcoholic beverages.
18. We will install security cameras to monitor the premises in compliance with Madison Ordinance 38.05(13).

### **Olbrich Biergarten Rules:**

The following rules will be posted prominently at the entrance to Olbrich Biergarten and on our website:

- Show respect for our neighbors, Lake Monona, and Olbrich Park.
- Outside alcohol is prohibited by law at Olbrich Park. All alcohol must stay within the Biergarten.
- Picnic baskets and deliveries of outside food are welcome. Outside catering services are prohibited. Seating area may be used by people who wish to picnic and chose not to purchase food or drink from the Biergarten. A parent, guardian or spouse over 21 must accompany individuals under 21 in the Biergarten.
- Individuals under 21 may not consume alcohol, even when accompanied by a parent or guardian.
- Grills are prohibited in or around the Biergarten.
- All tables at the Biergarten are shared. A limited number of tables may be reserved for a special event.
- All motor vehicles, motorcycles & motor scooters must remain in the paved parking lot.
- No smoking, e-cigs, or tobacco use in the Biergarten.
- No personal amplified sound is allowed in the Biergarten.
- “Last Call” at the Biergarten is 9:00pm and there will be no alcohol served after 9:30. Plan accordingly. You must return all Biergarten containers and be out of Olbrich Park when it closes at 10pm.

Offenses punishable by ARREST as determined by local law enforcement authorities:

- Underage drinking
- False identification (attempting to use fake IDs)
- Disorderly or unsafe conduct

February 15, 2017

Dear Members of the Madison Alcohol License Review Committee:

I am writing on behalf of the Midwest Environmental Justice Organization to express opposition to the BKM Group LLC Olbrich Biergarten proposal, for reasons outlined below.

### **Inadequate public engagement process**

It is very clear that many people in the immediate neighborhood around the proposed project do not want it and were not adequately engaged in decisions about it. These neighbors have extensively and articulately outlined their concerns about the inadequate engagement process and the potential negative impacts of the project on their neighborhood and Olbrich Park in previous months. We agree with these concerns.

The developer responded to neighbors' concerns saying that they had adequately engaged the neighborhood—admittedly, only after their proposal had been chosen as the “winner” by the city. So the decisions to even consider a biergarten in this public park, and the city's evaluation of the proposals, were made behind closed doors. In response to neighbors' concerns about this, the developer explained that they “would not have shared information about our proposal before the RFP process closed as it would tip other responders and we could have lost a competitive advantage in that process.”

The developer's answer illustrates the erosion of democracy that occurs when private interests enter public places where the private entities hope to make profits. Citizens are shut out of what should be democratic processes—in this case, decisions about what they want (or do not want) in public parks, which they collectively own. In official city meetings, held after the city had decided to accept the BLK proposal, Madison residents were given the usual three minutes to frantically spit out their concerns about the project, which were largely dismissed. In sum, developers clearly received priority, and had more power, in the city decision-making process. Is this democratic?

### **Increasing privatization and commercialization of public parks**

Related to the above, Olbrich Park is one of few public places for people living in the increasingly dense urban east side to enjoy solitude, quiet, and the natural world. This is among the main purposes of urban public parks. Placing a commercial establishment whose main purpose is to profit from beer consumption in the midst of this public park changes this dynamic significantly—and sets a dangerous precedent for Madison's public parks. As the Eastmorland Neighborhood Association asked in previous comments to the city, “why are we allowing development of open green space for private business?”

In recent years Madison is becoming more welcoming to permanent private enterprises (drinking & music/party venues) in public parks and spaces. Who is benefiting from this? Is this really what the community wants? Are decisions about this being made democratically? Is this good for the environment? For wildlife? Is it equitable and just? Does it exacerbate existing race and class disparities in the city? These are important questions for the whole city, and all Madison residents should have an opportunity to meaningfully engage in decisions about them—e.g., more than token three minute comment periods at city meetings after the developers' proposals have already been approved behind closed doors.

### **No need for more places to drink in the area near Olbrich**

The East Side Club is very close to the proposed Biergarten; it has beer, music, and outdoor patio, and a view of the lake. There are several bars and restaurants on Atwood Avenue not far from the park. Why does this area need another drinking establishment?

### **No consideration of environmental impacts**

Has any environment impact analysis been done for this project as to its potential detrimental effects on the trees and other vegetation there? Will any trees be affected (including root systems)? Will any trees need to be removed? What kinds of trees, and how many? Madison has lost many trees in recent years due to the emerald ash borer problem. Further loss of healthy trees should be prevented everywhere here, especially in urban parks. Trees and vegetation not only provide beauty, shade, healthier soil, sound buffers, cleaner air, and wildlife habitat, they provide important buffers to prevent runoff into waterways from adjacent parking lots and other surfaces.

Has any analysis been done on the impacts of this project to Lake Monona and Starkweather Creek? Both waterways are already highly impaired by phosphorus, metals, petroleum compounds, PCBs, and other pollutants from urban runoff. Even a small development along the lake will only add to these problems—more impervious surface, more cars (with petroleum runoff, etc.), trash, etc. The Olbrich beach is already closed frequently due to bacteria and algae. What further impacts will the biergarten have on this? Will beer drinkers really want to sit next to this beach when it reeks and is clogged with toxic blue-green algae and weeds?

The areas above are just a few of the potential environmental impacts this project could have. A full environmental assessment should be done, and fully discussed with the public, before deciding whether to approve or deny the project.

### **No consideration of race/class inequities or environmental justice**

Who is this project benefitting and who might it shut out? In our extensive field work in Madison, we have found that public parks along waterways here are used more by people of color and low income people (for picnicking, gathering, and subsistence fishing) than by white, more privileged people. Olbrich Park is one of the areas along Madison lakes where minority subsistence anglers (Hmong, African American, Latino) go to fish along the shore. This venue may drive them away from fishing at this location, in part because of drinking, music, and other noise, and also because it involves a white Western European cultural tradition (biergartens) they are not familiar or comfortable with. Further, the alcohol and food that will be sold at the biergarten is too expensive for many low-income people. In sum, this project will benefit the developers and primarily white, privileged people who can afford to visit the biergarten, and potentially drive away from the park lower income people and minorities who cannot afford it and/or are not comfortable there. These potential race and class disparities should be considered in the decisions about this project, especially in light of Madison's nascent "equity lens."

Thank you for considering these comments.

Maria Powell, PhD  
President, Midwest Environmental Justice Organization  
Madison, WI 53704  
[mariapowell@mejo.us](mailto:mariapowell@mejo.us), [mejo.us](http://mejo.us)

**From:** [Kris Prusynski](#)  
**Subject:** Olbrich Biergarten - ALRC meeting  
**Date:** Thursday, December 15, 2016 11:40:56 AM

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I will not be able to attend the ALRC meeting in person on the 21st, but I wanted to email all of you committee members to register my strong support for the Olbrich biergarten proposal.

I live in the Eastmorland neighborhood and do not feel as if the neighborhood association's stance accurately represents me and my neighbor's support for this project. I think the biergarten sounds like a wonderful way to create a gathering place in what is often an empty park. I particularly like that this is built on the German model where families and friends can gather together, regardless of age. It's so important in a neighborhood like this, to have a place where young families can take their kids and still socialize with their adult friends and family.

I sincerely hope that the committee will work to move this project forward.

Thank you!

**From:** [Sara Finger](#)  
**To:** [licensing; Parks BPC](#)  
**Subject:** Please support the biergarten proposal  
**Date:** Wednesday, December 14, 2016 10:21:27 PM

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Hello. I'm writing to you in hopes you'll support the new biergarten proposal.

Me and my family reside in Fitchburg but I work in downtown Madison and we spend much of our leisure time in Madison. While we love much of what Fitchburg has to offer, we are missing Madison's beautiful lakes. It would be wonderful to have the opportunity for our whole family spend time along the Lake Monona shore and enjoy the offerings of a biergarten.

Thank you for considering this proposal. We hope to look forward to visiting and enjoying the biergarten in the future!

Sincerely,

Sara Finger  
2813 Rosellen Ave  
Fitchburg, WI 53711

**From:** [Paul Kosmerl](#)  
**To:** [Park Commission](#)  
**Cc:** [licensing](#)  
**Subject:** Olbrich Biergarten  
**Date:** Wednesday, December 14, 2016 9:05:31 PM

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As a homeowner directly adjacent to Olbrich Gardens, is like to express my excitement and support of the proposed Olbrich Biergarten.

It will be a fun place to go with my wife, kids and other neighborhoods families. My neighbors and I are very excited.

Thanks,  
Paul Kosmerl  
3162 Buena Vista St

**From:** [Matthew Braunginn](#)  
**Subject:** biergarten  
**Date:** Wednesday, December 14, 2016 5:22:41 PM

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I'm emailing to support the Olbrich Biergarten proposal. It seems like a great idea that would further enrich a great neighborhood and grow it's attraction from people across the city. It would become a place to drive across the Isthmus from the westside for. It would also enrich businesses around the area. I for one can not wait to sip a beer on a great Madison summer day out that way. Especially a spot that is outside and away from the Union which can be difficult at times to navigate.

Thanks,

Matthew Braunginn

**From:** [Diane Rappe](#)  
**To:** [licensing](#)  
**Subject:** Olbrich Biergarten  
**Date:** Wednesday, December 14, 2016 5:06:57 PM

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I support this in my neighborhood. Diane Rappe. 3710 Sussex Lane. 53714  
Sent from my iPad



## **Schenk-Atwood-Starkweather-Yahara Neighborhood Association**

Date: October 23, 2016

To: Mayor Paul Soglin; Madison Common Council; Madison Parks Commission; Alcohol License Review Commission  
210 Martin Luther King, Jr. Blvd.  
Madison, WI 53703

From: Schenk-Atwood-Starkweather-Yahara Neighborhood Association

RE: Olbrich Biergarten Proposal

Dear Mayor Soglin, Common Council and commission members,

I send this letter on behalf of the SASY Neighborhood Association in support of the proposal to establish a German-style biergarten at the Olbrich beach house. The SASY Council learned of this proposal recently during our October 13<sup>th</sup> council meeting when Mike Bare, co-owner of BKM Group, shared their plan and vision to develop a portion of the beach house and surrounding area in this new way. He shared that theirs was one of only few proposals preliminarily accepted in response to the Parks Department request for proposals (8544-0-2016-BP) earlier this year. After a thorough discussion and many questions on behalf of council members and residents, the SASY council voted unanimously to support this initiative.

The SASY Council's support is rooted in the belief that putting more people in public places is the best way to activate and improve them. As the original Parks Department RFP commends, we feel that this proposal will "complement and integrate with existing park uses as well as engage a diversity of members of the community." Furthermore, the BKM Group appears to have a solid plan to address environmental concerns. Coupled with the other selected winner of the RFP process – Rutabaga Paddle Sports – we believe that this combination of new uses and investment in an underutilized public facility will create a new destination that will further enhance the neighborhood.

Provided that Mike Bare and the BKM Group provide sound final plans for business, safety and stewardship of this site before your respective council and commissions, the SASY Council strongly encourages you to accept this proposal and move this plan forward.

Respectfully,

A handwritten signature in black ink, appearing to read "Brad Hinkfuss", is written over a large, stylized, handwritten "S" that spans across the signature line.

Brad Hinkfuss

Chair, SASY (Schenk-Atwood-Starkweather-Yahara Neighborhood Association)

**From:** [Kira Kennedy](#)  
**To:** [Park Commission](#); [licensing](#); [All Alders](#)  
**Subject:** In Favor: Olbrich Biergarten  
**Date:** Wednesday, December 14, 2016 4:52:42 PM

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To Whom It May Concern,

My husband and I are in favor of the proposed Olbrich Biergarten.

I lived in Munich, Germany and experienced firsthand the splendor of outdoor biergartens. They build friendships, camaraderie and goodwill among neighbors. The success of the Memorial Union Biergarten and Capital Brewing Company's Biergarten prove that there's a thirst for additional similar establishments in Madison.

Thank you for your time,  
Kira & Martin Kennedy  
1400 Wyldhaven Ave.  
Monona, WI 53716

**From:** [Sarah Gillmore](#)  
**To:** [licensing](#)  
**Subject:** Olbrich biergarten  
**Date:** Wednesday, December 14, 2016 4:42:35 PM

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>  
> Greetings,  
>  
> We're home owners at 3234 Atwood Ave and we support the Olbrich biergarten!  
>  
> Thanks  
> Sarah Gillmore  
> Kristin Rucinski

12/14/2016

ROBERT J FONTELLA  
3138 Buena Vista Street  
Madison, WI 53704

Madison City Council Members  
Madison City Park Commission  
Madison Alcohol License Review Committee  
210 Martin Luther King Junior Boulevard  
Madison, WI 53703

**Dear City Council Members, City Park Commission and City Alcohol License Review Committee,**

**This project, and the forward vision encouraging it, are gratefully welcomed. This would be such an asset to my neighborhood: a gathering place for my community, family, and friends and a way to truly enjoy the lakefront.**

I strongly support the BKM Group, LLC's Olbrich Biergarten proposal, as do many of my neighbors. I am excited for the positive impact it will have on the neighborhood and this area, overall, of Madison. It would be an important addition to a very underutilized space, making it enjoyable for many.

As someone who owns a home less than a block from Olbrich Park, I would like to express our enthusiasm for the project. Further, we are ecstatic about placemaking efforts that create and redefine community resources that get people together and increase the ways we enjoy those spaces.

In summary, the presence of a watercraft rental shop and a family-friendly biergarten will add value to our park and our neighborhood. These are services and experiences that I personally will enjoy and that friends and family will enjoy.

Finally, I do not share the Eastmoreland Community Associations' comments, who appear to mischaracterize the process, the aim, safety concerns, and the nature of the opportunities that come with the development proposal. Noise concerns are unfounded, as the levels are measurable. And specifically, and obviously, if there is an intersection/roadway that is considered unsafe for pedestrians, it would be unsafe regardless of who is using the park and should be considered as a stand-alone issue, and not be discouraged park use or this enriching development.

Thank you,

A handwritten signature in dark ink, appearing to read 'Fontella', enclosed within a large, loopy oval stroke.

Robert Fontella

cc: [pacommission@cityofmadison.com](mailto:pacommission@cityofmadison.com), [licensing@cityofmadison.com](mailto:licensing@cityofmadison.com), [district15@cityofmadison.com](mailto:district15@cityofmadison.com),  
[district6@cityofmadison.com](mailto:district6@cityofmadison.com)

**From:** [Adam Both](#)  
**To:** [licensing](#)  
**Subject:** Olbrich Biergarten  
**Date:** Wednesday, December 14, 2016 4:02:32 PM

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Hello Licensing Dept,

I'm a resident of the Eastmorland neighborhood (3402 Hargrove St) and I became aware of the letter that the community association sent out in opposition to the project.

I'd like to let you know of my support for the project and that the letter does not represent my position. While the ECE letter did have some legitimate concerns (as well as illegitimate ones), over all I believe the project to be a positive one for the city and neighborhood and am encourage by the trends I see for development in the area.

Regards,

Adam Both

**From:** [Michael Chronister](#)  
**To:** [Park Commission](#); [licensing](#)  
**Subject:** Olbrich Biergarten  
**Date:** Wednesday, December 14, 2016 3:27:46 PM

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I am writing in support of the proposed Olbrich Biergarten. As a homeowner in the area surrounding Olbrich Park I feel this business will only add to the character and attractiveness of the neighborhood. The beach and building currently at this location are very underutilized and this new attraction will bring many more people to the park and the east side, benefiting all. I know from visiting places like this in Milwaukee and throughout the country that these types of places, while serving alcoholic beverages, do not come with the problems (mostly perceived and not real) many associate with bars. So please raise and stein and support the proposed Biergarten.

Prost

Michael Chronister  
170 Dixon St  
Madison, WI 53704

**From:** [Travis Doran](#)  
**To:** [licensing](#)  
**Subject:** Olbrich Park Biergarten.  
**Date:** Wednesday, December 14, 2016 2:57:36 PM

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Dear Alcohol License Review Committee Members,

I am writing as an Eastmorland resident (3538 Dennett Dr.) in support of the Olbrich Biergarten proposal.

I would also like to express my concern about the letter that was sent from the Eastmorland Community Association. I don't know who has had input in the creation of this letter, and none of my neighbors share the feeling expressed in the letter.

Thank you,

Travis Doran

**From:** [Linda Marx](#)  
**To:** [licensing](#)  
**Subject:** Support for beirgarten! Yes  
**Date:** Wednesday, December 14, 2016 2:51:17 PM

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Greetings, I wish to register my overwhelming support for this project for several reasons:  
Enhance utilization of an under utilized portion of the park system  
Enhance utilization of the lake. Where can you go for a beer and a view of our city from the lake?  
Extremely minimal impact on neighbors.....by the way I live on Oakridge av and could be considered a neighbor.  
Project is a revenue source  
All in all a GREAT IDEA for stimulating activity in our parks and in our neighborhood.  
I can't imagine any one not loving this idea.  
Please endorse. I have a conflict tonight so am unable to attend he meeting.  
Linda Marx  
2710 Oakridge av

**From:** [Eric Britigan](#)  
**To:** [licensing](#)  
**Subject:** Olbrich Biergarten  
**Date:** Wednesday, December 14, 2016 2:19:21 PM

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Hello,

I wanted to write to express my support for the Olbrich Biergarten being discussed tonight at the meeting of the parks commission. I think it will be an excellent addition to the neighborhood and provide a much needed setting to help foster connections in our community.

I also want to make it clear that the Eastmorland Neighborhood Association does not represent the views of everyone in the community.

Thank you,  
Eric Britigan

209 Silver Road  
Madison, WI

**From:** [Armstead Feland V](#)  
**To:** [licensing](#)  
**Subject:** Olbrich Biergarten  
**Date:** Wednesday, December 14, 2016 2:12:46 PM

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I live at 3144 Lindbergh St. (next to Olbrich Gardens), with my wife and two small children, and I wanted to express my support in favor of the Biergarten at Olbrich Park. . I had the opportunity to visit one of Milwaukee's Biergartens this past summer and found it to be a great community gather spot, inviting, and very family friendly. I remember thinking to myself, "Why don't we have these in Madison?" I would find a Biergarten to be a great addition to our neighborhood and increase usage in a underutilized Madison park.

Thank You,  
Armstead Feland V

**From:** [Jenny Rice](#)  
**To:** [licensing; Park Commission](#)  
**Subject:** In support of Olbrich beer garden  
**Date:** Wednesday, December 14, 2016 2:08:01 PM

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Hi,

I am writing in strong support of the new beer garden in Olbrich park. I have spent much time in the beer gardens of Bavaria, they are wonderful and very family centered. You always see families with children playing and eating. Very fun and cultural. Would be a great addition to Madison. Would also love to see one at Marshal Park.

Greg and Jenny Rice

7216 Belle Fontaine Blvd, Middleton



November 16, 2016

Dear Mayor Soglin, and Members of the City Council, Parks Commission, and Alcohol License Review Commission:

I am writing on behalf of the Lake Edge Neighborhood Association (LENA) in support of the idea to establish a German- style biergarten being proposed for the Olbrich Park Beach House. This is a stellar idea for placemaking in an underutilized park.

We heard a presentation on the idea by the one of the co-owners of BKM Group, Mike Bare at the October meeting of our Neighborhood Association and subsequently discussed at our Annual Meeting held last week. Attendees at the meeting asked questions about pedestrian crossing at the intersection of Walter Street and Atwood Avenue, special events, the size and operation of the parking lots at the park, security, consideration for recyclable or reusable consumables, and the use of the bathrooms. We also suggested benefits for cyclists and ensuring it is a family welcoming environment. We are comfortable with the responses to these questions and suggestions and look forward to working with Mike and team to ensure it is a safe and enjoyable place.

One of our members said this is the kind of thing that can "make Madison cool again" and help us catch up to other cities, like Austin, Milwaukee and San Francisco, who have done this kind of thing successfully. We support the vendor's application for all necessary permits, licenses and contracts to get the biergarten operating.

Thank you for your consideration.

Sincerely

Angela Jenkins  
President, Lake Edge Neighborhood Association

cc:

**LENA Board of Directors**

Bill Curtis, Vice President

Sara Strehlow, Secretary

Steve McCarthy, Treasurer

Members At-Large: Ashley Bergeron, David Ahrens (Alder District 15), Erica Beckman

**Mike Bare, co-owner BKM Group**

**From:** [Witt, Neal](#)  
**To:** [Park Commission](#); [licensing](#)  
**Subject:** Olbrich Biergarten  
**Date:** Wednesday, December 14, 2016 2:07:22 PM

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To whom it may concern,

This is a letter of support for a biergarten in the Olbrich neighborhood. I live on Tulane Ave (about 6 blocks from the softball fields) and truly believe that a biergarten would be a boon for the neighborhood and the city in general. The east side is very underrepresented in terms of "things to do" in the summer that involve Lake Monona. Even with the renovations done to the Memorial Union, it is a major hassle to park downtown in order to enjoy the jewel of the city. Having something similar in my very own neighborhood would be a dream come true and I hope it comes to fruition.

Thank you,  
Neal Witt  
Dane County Human Services

**From:** [Michael Hoffmeister](#)  
**To:** [Park Commission](#); [licensing](#)  
**Subject:** In support of Biergarten for Olbrich Parks  
**Date:** Wednesday, December 14, 2016 2:06:03 PM

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To Whom it May Concern,

I am writing as a future resident of the neighborhood around Olbrich Park in reference to the proposed Biergarten at Olbrich Park, and my strong support for the proposal.

My husband and I will be closing on our home at 3738 Busse Street later this month. We are very excited to join such a vibrant neighborhood. One of the primary factors that attracted us was the exciting, forward-looking energy that has begun to develop in the area. One likely manifestation of this energy is the proposed Biergarten at Olbrich Park. On a purely personal level, we are excited to have a well-regulated outdoor social venue at which we might gather with friends and family. On a deeper social level, we are very strongly in support of the creation of public works and meeting spaces in the greater Madison community that provide infrastructure for both formal and informal gatherings of citizens; the placement of such infrastructure in close proximity to the beautiful natural resource of Lake Monona strengthens its significance and symbolism.

To reiterate, we would like to express our strongest support and endorsement of the proposed Biergarten at Olbrich Park. We are thrilled to be moving into the neighborhood soon.

Sincerely,  
Michael R. Hoffmeister  
3738 Busse Street

**From:** [Sarah](#)  
**To:** [Park Commission](#); [licensing](#)  
**Subject:** Support for Proposed Olbrich Biergarten  
**Date:** Wednesday, December 14, 2016 1:43:19 PM

---

Good Afternoon,

I am resident of the Eastmorland neighborhood and I am writing to express my support for the proposed Biergarten in Olbrich park.

It is my understanding that the Eastmorland Community Association has written a letter of opposition to this proposal, and I want to make it clear that they do not represent many residents of the neighborhood. Rather, a handful of people that lead the Association have unilaterally decided to oppose the project while purporting to represent the entire neighborhood.

There appears to be a hysterical, "the sky is falling" kind of reaction to this proposal by some people, and those opponents seem to be the loudest voices. I can assure you that many people are in support of this proposal. I live two blocks from Olbrich park and do not feel that noise, parking or the other complaints being cited will be an issue. There are many events that already happen at Olbrich Gardens and the park, including sporting events and loud music and in the 7 years I've been living in the neighborhood in very close proximity to the park, there have been no issues. People in general are courteous and do not cause problems, and loud music and events always stop at a reasonable hour.

I look forward to enjoying the Biergarten and think it will be a great addition to the park and the neighborhoods surrounding the park.

Thank you,

Sarah Piersma  
Harding Street in Eastmorland Neighborhood

**From:** [Nicoletta Drilias](#)  
**To:** [Nicoletta Drilias](#)  
**Subject:** Support of Olbrich Bier Garten Proposal  
**Date:** Wednesday, December 14, 2016 1:35:05 PM

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Hello,

I live at 190 Garrison St, very near Olbrich Park. I am 100% in support of the Olbrich Bier Garten proposal. I am very hopeful that I will be able to enjoy the bier garden next summer.

I grew up in Wauwatosa and my parents still live there. They have been to several of the Milwaukee area bier gardens and love the relaxed, family friendly atmosphere.

I recently traveled to Germany and visited a few bier gardens and would be thrilled to have one within walking distance of my home.

I love going to the Memorial Terrace, but don't make it there as often as I would like because of the location. Having a gathering place at Olbrich, on the lake, with a view of the Madison skyline would be a dream come true.

Things like this are the reason I love my city and my neighborhood. I hope it is allowed to come to fruition.

Prost,

Nikki Drilias

**From:** [Max Scoll](#)  
**To:** [licensing; Park Commission](#)  
**Subject:** In support of Olbrich Biergarten  
**Date:** Wednesday, December 14, 2016 1:27:05 PM

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Good Evening,

Thank you for considering my perspective as a neighbor (Olbrich Park is across the street from my home on Garrison St.) I am wholeheartedly in support of the proposed Biergarten in the Park. I would be in support of it were it moved closer in the park to my home. The proposed hours of operation and footprint align with our experience in Milwaukee and similar use of public space in cities like Salzburg, Munich, and San Francisco. I do not wish to downplay the traffic and safety concerns raised by the Eastmorland Neighborhood- they should be considered in the development and planning for traffic patterns and parking. I would suggest however that all the conditions they call into question seem to exist without the Biergarten.

Atwood Avenue is full of speeders: agreed- not due to a Biergarten or impacted directly.

The Lake Loop is on the sidewalk: agreed- not optimal and can be addressed in the pending Atwood Ave redesign and rebuild.

Access has been linked to reductions in crime: Great- let's get more people access to and using the facility, green-space, and beach. I walk in the park daily. Compared to parks in other urban cities I've lived- Olbrich is relatively empty of people using it as a park vs as a venue for sports or races.

Equity: I haven't seen any language that the proposed Biergarten would prohibit picnicking in the park. I similar venues carry-in food is allowed or allowed in designated areas. It

Parking: The parking lot for Olbrich Gardens, Walter Street Lot, Sport Court lots are often full on weekend days in the summer. The Olbrich softball lots and second boat launch docks to the east of Atwood are rarely in my experience (sample size dog walks, scientific method- eyeball) full in the summer- this does raise the need for safe crossings to and from the park (Already an issue due to speed and signal at Walter St.)

Noise: Please review the proximity of this neighborhood to sporting events, drum circles, military installations at the airport, and significant surface streets. Through the warm weather there is regular noise from events at the EastSide club, events at the Olbrich Gardens, bands at Chiefs, 5ks, soccer games, flag football etc.

Prost!

Max and Nikki 190 Garrison St. Madison WI

--

Max Scoll

**From:** [Amelia Fontella](#)  
**To:** [licensing](#)  
**Subject:** Letter in Support of the Olbrich Biergarten  
**Date:** Wednesday, December 14, 2016 12:47:10 PM

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To whom it may concern:

I just wanted to take a moment a voice my strong **support** for the proposed biergarten at Olbrich Park.

I live just a few houses away from Olbrich Park (on Buena Vista St.) and I see **the beachfront as a greatly underutilized space** in my immediate community.

The presence of a watercraft rental shop and a family-friendly biergarten will **add value to our park** and our neighborhood. Both these venues offer services and experiences that I personally will use. My family will use them as well. I see this project as **an asset to my neighborhood**: a gathering place and a way to truly enjoy the lakefront.

**As someone who owns a home less than a block from Olbrich Park, I want to stress my support and enthusiasm for this project.**

Thank you for considering my thoughts,

Amelia Fontella  
[ameliafontella@gmail.com](mailto:ameliafontella@gmail.com)  
[920-268-2461](tel:920-268-2461)

**From:** [Chad Kemp](#)  
**To:** [licensing](#)  
**Subject:** Biergarten  
**Date:** Wednesday, December 14, 2016 12:15:05 PM

---

Hello,

I'm sending this email to give my support to the Biergarten in District 15. While I'm a resident of Verona, I work in Madison and was born and raised in the city. I would love to see something like this in Madison. Many of the city parks sit, unoccupied and are targets for blight and crime. We have a unique opportunity to add something that could eliminate both of those problems.

Thank you.

-

Best,

-Chad-

Chad E. Kemp  
Attorney  
Kemp Law Firm  
404 Glenway St  
Suite 1  
Madison, WI 53711

Phone: 608.622.7763  
Fax: 312.264.0795  
Email: [chad@ckemplaw.com](mailto:chad@ckemplaw.com)

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**From:** [Tara Converse Rollins](#)  
**To:** [licensing](#)  
**Subject:** German-style beer garden in Madison  
**Date:** Wednesday, December 14, 2016 11:16:09 AM

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To whom it may concern,

I am writing in support of the German-Style beer garden business proposal by Mike Bare. I think this could be a wonderful addition to our city! Madison would benefit from continuing to support local and independent businesses.

Thank you for your consideration

Tara Rollins

Sent from my iPhone

**From:** [Justin M Heim](#)  
**To:** [licensing](#)  
**Subject:** Support for Olbrich Park Beer Garden  
**Date:** Wednesday, December 14, 2016 9:57:20 AM

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To Whom It May Concern:

I am writing in support of the potential beer garden at Olbrich Park. I feel that it would add value to the neighborhood and would draw residents together. The beer garden model is one that promotes community, camaraderie, and shared experience. Beer gardens are family-friendly and I do not fear that this will negatively impact the park.

Thank you for your consideration,

Justin Heim

**From:** [Jesse Hoffmeister](#)  
**To:** [Park Commission](#); [licensing](#)  
**Subject:** In support of Biergarten for Olbrich Parks  
**Date:** Wednesday, December 14, 2016 9:46:56 AM

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To Whom it May Concern,

I am writing as a future resident of the neighborhood around Olbrich Park in reference to the proposed Biergarten at Olbrich Park, and my strong support for the proposal.

My husband and I will be closing on our home at 3738 Busse Street later this month. We are very excited to join such a vibrant neighborhood. One of the primary factors that attracted us was the exciting, forward-looking energy that has begun to develop in the area. One likely manifestation of this energy is the proposed Biergarten at Olbrich Park. On a purely personal level, we are excited to have a well-regulated outdoor social venue at which we might gather with friends and family. On a deeper social level, we are very strongly in support of the creation of public works and meeting spaces in the greater Madison community that provide infrastructure for both formal and informal gatherings of citizens; the placement of such infrastructure in close proximity to the beautiful natural resource of Lake Monona strengthens its significance and symbolism.

To reiterate, we would like to express our strongest support and endorsement of the proposed Biergarten at Olbrich Park. We are thrilled to be moving into the neighborhood soon.

Sincerely,  
Jesse D. Hoffmeister  
3738 Busse Street

November 14, 2016

**VIA E-MAIL**

Members

Alcohol License Review Committee

210 Martin Luther King Jr. Blvd.

Madison, Wis. 53703

Re: *Proposed License for Olbrich Biergarten*

Dear Members of the Madison Alcohol License Review Committee,

Please accept this letter in support of the proposed alcohol license for the Olbrich Biergarten.

We have been residents of the Schenk-Atwood-Starkweather-Yaraha neighborhood, which borders Olbrich Park, since 2011. Since even before that, we have been regular visitors to Olbrich, which we appreciate for its open spaces, convenience, periodic events and waterfront. The proposed Olbrich Biergarten would complement the current uses of the park and attract additional visitors to both the park and the gardens. We have every reason to believe that the BKM Group, LLC, its members and employees will be excellent stewards of public space.

We adore Olbrich Park and strongly support this plan to bring people in from all over Madison. We encourage the ALRC to approve this license and look forward to enjoying the biergarten next summer.

Sincerely,

/s/Lisa A. Olson

/s/Daniel S. Lenz

2673 North Court

Madison, Wis. 53704

## Christianson, Eric

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**From:** Fred Turkington [fet4@case.edu]  
**Sent:** Tuesday, November 15, 2016 8:59 AM  
**To:** licensing  
**Subject:** Support for Olbrich Biergarten - ALRC Agenda item 44842, 11/16/16  
**Categories:** Eric

To whom it may concern:

I am writing to voice my support, in absentia, for the Olbrich Biergarten - [item 44842](#) on the 11/16/16 ALRC agenda.

I will be out of town for the Alcohol License Review Committee tomorrow and I feel strongly that Madison's parks are among its best assets. The Olbrich Biergarten seeks to improve Olbrich Park with new amenities that will draw a diverse crowd and add vibrancy to the atmosphere of the park.

The vision put forth by the group seeking to operate the biergarten is well-presented and represents my desire to make our parks places to be enjoyed in lots of ways. I think of great parks as those that can bring people with different abilities and interests together to interact with their community, and especially with people they might not otherwise have come to meet.

I encourage the ALRC to approve this license.

Fred Turkington  
106 E Lakeside St

## Christianson, Eric

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**From:** Lily Johnson [lilycjohnson@gmail.com]  
**Sent:** Tuesday, November 15, 2016 10:51 AM  
**To:** licensing  
**Subject:** Olbrich Biergarten!

**Categories:** Eric

Hello!

As a Madison resident for the past six years, I have really learned to cherish our amazing parks and outside spaces. One of my favorites is Olbrich Park. The view of our city from there is perfect!

I was super excited to hear about the proposal to open a Beer Garden in the park. How European! How cosmopolitan! This sounds like a great way to not only bring people to the neighborhood- but to get them OUTSIDE! Enjoying nature! For extended periods of time! It is also my understanding that they are already taking into consideration the neighbors and won't be serving hard alcohol. A plus!

I do hope the Licensing Committee will approve whatever permits might be needed for this project. I really look forward to enjoying a delicious local beer in Olbrich park soon!

Thank you for the consideration.

Lily Johnson  
29 E. Wilson St. #405  
Madison, WI 53703

262.745.1986  
[lilycjohnson@gmail.com](mailto:lilycjohnson@gmail.com)

## Christianson, Eric

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**From:** Joan Karan [joankaran2@gmail.com]  
**Sent:** Tuesday, November 15, 2016 10:59 AM  
**To:** licensing  
**Cc:** Zellers, Ledell  
**Subject:** Support Olbrich Biergarten Alcohol License

**Categories:** Eric

I am an East side/ Isthmus resident and am writing in support of the Olbrich Biergarten proposal for an alcohol license.

This will be a welcome family friendly addition to Madison. The proposal also seems well thought out regarding safety and noise concerns. I know one of the project partners personally and he is a father of a young child and an honest person with the highest ethics. I trust that he will uphold the promises in the proposal and be sensitive to the neighborhood and any concerns they may have. Therefore the project has my wholehearted support. I urge the Alcohol License Review Committee to grant the necessary license.

Joan Karan  
1122 Sherman Ave  
Madison, WI 53794

## Christianson, Eric

---

**From:** Bonnie McMullin-Lawton [tagatzcreek@att.net]  
**Sent:** Tuesday, November 15, 2016 11:02 AM  
**To:** licensing  
**Subject:** biergarten  
  
**Categories:** Eric

I'm excited to hear that there may be a biergarten opening at Olbrich Park. We have enjoyed the biergartens in Milwaukee where our daughter and family live. There is music, people are chatting, playing Frisbee, and kids running around everywhere. It's a very fun and relaxing time. Since getting acquainted with that, I've read about the history of biergartens in Milwaukee and that's added to the enjoyment of that community feeling. I hope you'll support the necessary licensing for this new venue. We could use some community building.

-Bonnie

-Bonnie McMullin-Lawton

**Christianson, Eric**

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**From:** emazack@gmail.com on behalf of Evelyn Mazack [emazack@ejmlc.com]  
**Sent:** Tuesday, November 15, 2016 8:25 PM  
**To:** licensing  
**Subject:** Support for Olbrich Biergarten Alcohol License  
**Categories:** Eric

PLEASE FORWARD THIS TO MEMBERS OF THE ALCOHOL LICENSE REVIEW COMMITTEE

I am a resident of Dane County who previously lived in the Olbrich neighborhood on Oakridge. Although I live out of town now, I frequent Madison daily and the Olbrich area often. I am in full support of proposal to open a Biergarten at Olbrich Park. Madison is in need of a family friendly environment around its lakes to allow recreation and fun. The Biergarten is a perfect fit at the Olbrich location. As a person of German heritage, a Biergarten exemplifies the idea of bringing people together outside for recreation and community. The proposal to do this in an open public place for responsible enjoyment of beer or wine at Lake Monona is a wonderful idea. Please support this proposal as it will add to Madison's reputation of a city open to all who endeavor to use its parks and lakes for their enjoyment.

Evelyn J. Mazack  
1363 Diane Ave  
Belleville, WI 53508

**Christianson, Eric**

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**From:** Lynn Breedlove [lynnbreedlove.wi@gmail.com]  
**Sent:** Tuesday, November 15, 2016 8:56 PM  
**To:** licensing  
**Subject:** Support for Olbrich Biergarten Proposal  
  
**Categories:** Eric

PLEASE FORWARD TO MEMBERS OF THE ALCOHOL LICENSE REVIEW BOARD

I am writing in support of the proposal to create a unique Biergarten in Olbrich Park. I believe this is the kind of project which will enhance the enjoyment and utilization of the park and this part of Lake Monona, and will appeal to people in the neighborhood and from other parts of Madison. There are opportunities in downtown Madison to enjoy a beer outside, but they are getting more crowded in recent years, and they also involve the challenge and expense of finding a parking space. It will be nice to have the option of the Biergarten in this part of town.

It is challenging for local governments to find new revenue sources as an alternative to raising taxes. This project will create a new revenue stream for the city of Madison, and will also enhance the neighborhood and the city. It appears to me that there are several good reasons to approve it.

--

**Lynn Breedlove**

## Christianson, Eric

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**From:** SOONG KIT WONG [swong26@wisc.edu]  
**Sent:** Wednesday, November 16, 2016 12:23 AM  
**To:** licensing  
**Subject:** Olbrich Biergarten in Madison's Olbrich Park

**Categories:** Eric

To whom it may concern,

I would like to voice my support for the Olbrich Biergarten in Madison's Olbrich Park. I will not be able to attend the Alcohol License Review Committee meeting tomorrow, so please forward my support for it.

Soong Kit Wong  
Graduate student  
La Follette School of Public Affairs  
University of Wisconsin-Madison

## Christianson, Eric

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**From:** Jane [saduskyj@charter.net]  
**Sent:** Wednesday, November 16, 2016 10:57 AM  
**To:** licensing  
**Cc:** mike.bare83@gmail.com  
**Subject:** Support for Olbrich Biergarten

**Categories:** Eric

Hello,

I'm writing to support the proposed Olbrich Biergarten and ask that you please forward my support to the members of the Alcohol License Review Committee. It's a well thought-out proposal and will expand park use in a responsible, community-friendly way.

Jane Sadusky  
5429 Esther Beach Rd  
Madison, WI 53713

## Christianson, Eric

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**From:** Wallner, David  
**Sent:** Wednesday, November 16, 2016 11:17 AM  
**To:** Tom DeChant  
**Cc:** Gloede, Carl; Christianson, Eric; ferchocs@yahoo.com; Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; msd@foolproofplan.net; grades5@yahoo.com; Skidmore, Paul; Allen, Roger; Bidar-Sielaff, Shiva; sfletcher@uwsa.edu; tlc@mailbag.com; Michael Bare; Oleksiak, Claire; Knepp, Eric; Romines, Charles; Rutledge, Kay  
**Subject:** Re: In Support of Olbrich Biergarten  
**Categories:** Eric

ALRC Members: As President of the Madison Parks Commission, I would like to add my voice of support to Mr. DeChant's statement. Parks staff and commission members have been involved in the planning efforts to create Madison's first community beer garden. Our first serious discussion began about a year ago and included a meeting with parks staff, alders, the police department, the city attorney's office and FOOT neighbors.

This past summer several commission members and parks staff visited three Milwaukee beer gardens and met with Milwaukee County parks staff. We came away highly impressed with their past efforts and the community-wide benefits of the gardens. Prior to this tour, I had visited several beer garden sites over the past three years. My impressions: The gardens offer wonderful parks gathering places that bring people of all ages--children, parents and grandparents alike--into our parks. In addition to offering a place for a brat, a beer or a root beer, the gardens lead to higher use of playgrounds, nearby soccer fields and other physical activities. Problem drinking? Milwaukee parks staff and police strongly affirmed that excessive drinking is rarely a problem at the beer gardens. They also agreed that bringing more eyes and ears into their parks actually helps to decrease park behavior problems.

Because we have a Parks Commission meeting tonight, I will not be able to stay for your entire meeting. But I do offer my wholehearted support for BKM Group's license request. Mr. DeChant and I met with Mike Bare two weeks ago and had a lengthy discussion about creating Madison Parks first beer garden. Combining the beer garden concept with the plan to bring in Rutabaga's water sports at Olbrich, we strongly believe that Madison residents will enjoy these new park amenities. We all agreed that we have much work ahead to make this happen, but we are optimistic that the final results will lead to a real plus for Madison park users.

David Wallner  
Madison Parks Commission President

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**From:** "Tom DeChant"  
**To:** [cgloede@cityofmadison.com](mailto:cgloede@cityofmadison.com), [echristianson@cityofmadison.com](mailto:echristianson@cityofmadison.com), [ferchocs@yahoo.com](mailto:ferchocs@yahoo.com),

[greyes@cityofmadison.com](mailto:greyes@cityofmadison.com), [james1771@frontier.com](mailto:james1771@frontier.com), [katsbigbox@gmail.com](mailto:katsbigbox@gmail.com), [orrantia@wisc.edu](mailto:orrantia@wisc.edu),  
[district4@cityofmadison.com](mailto:district4@cityofmadison.com), [msd@foolproofplan.net](mailto:msd@foolproofplan.net), [grades5@yahoo.com](mailto:grades5@yahoo.com), [district9@cityofmadison.com](mailto:district9@cityofmadison.com),  
[rallen@cityofmadison.com](mailto:rallen@cityofmadison.com), [district5@cityofmadison.com](mailto:district5@cityofmadison.com), [sfletcher@uwsa.edu](mailto:sfletcher@uwsa.edu), [tlc@mailbag.com](mailto:tlc@mailbag.com)

**Sent:** Wednesday, November 16, 2016 9:17:52 AM

**Subject:** In Support of Olbrich Biergarten

Dear Members of the ALRC:

I would like to add my support for the license request of the BKM Group to operate a German-style Biergarten in Olbrich park.

As coordinator of Friends of Olin-Turville (FOOT), our group has actively sought to initiate a pilot beer garden in Olin park over the last two years, and our group has twice endorsed this idea. We recognize that the proposed Olbrich location now presents a better opportunity for a successful test of this concept, given the availability of a building from which to operate the garden – an essential amenity that Olin park can't provide. We are enthused that the Parks Division is pursuing this exciting place-making concept and strongly encourage you to support it.

On a personal note, over the last four years I have spent a lazy afternoon or two at three of Milwaukee's permanent beer gardens and several of the traveling ones. These are delightful, family-centered gathering spots that encourage personal interaction (few cell phones visible!), responsible drinking, and enjoyment of the outdoors. By reports of park personnel and the Milwaukee Police Department, these gardens have actually *reduced* unwanted activities in their respective parks. They are a genuine place-making activity that increases park use and enjoyment while producing revenue for the Parks Division. The concept really deserves a try here in Madison.

Thanks for your support in this matter.

Sincerely,

Tom DeChant

Coordinator: Friends of Olin-Turville (FOOT)

Member: Madison Urban Design Commission

## Christianson, Eric

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**From:** Wallner, David  
**Sent:** Wednesday, November 16, 2016 11:17 AM  
**To:** Tom DeChant  
**Cc:** Gloede, Carl; Christianson, Eric; ferchocs@yahoo.com; Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; msd@foolproofplan.net; grades5@yahoo.com; Skidmore, Paul; Allen, Roger; Bidar-Sielaff, Shiva; sfletcher@uwsa.edu; tlc@mailbag.com; Michael Bare; Oleksiak, Claire; Knepp, Eric; Romines, Charles; Rutledge, Kay  
**Subject:** Re: In Support of Olbrich Biergarten  
**Categories:** Eric

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David Wallner  
Madison Parks Commission President

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**From:** "Tom DeChant"  
**To:** [cgloede@cityofmadison.com](mailto:cgloede@cityofmadison.com), [echristianson@cityofmadison.com](mailto:echristianson@cityofmadison.com), [ferchocs@yahoo.com](mailto:ferchocs@yahoo.com),

[greyes@cityofmadison.com](mailto:greyes@cityofmadison.com), [james1771@frontier.com](mailto:james1771@frontier.com), [katsbigbox@gmail.com](mailto:katsbigbox@gmail.com), [orrantia@wisc.edu](mailto:orrantia@wisc.edu),  
[district4@cityofmadison.com](mailto:district4@cityofmadison.com), [msd@foolproofplan.net](mailto:msd@foolproofplan.net), [grades5@yahoo.com](mailto:grades5@yahoo.com), [district9@cityofmadison.com](mailto:district9@cityofmadison.com),  
[rallen@cityofmadison.com](mailto:rallen@cityofmadison.com), [district5@cityofmadison.com](mailto:district5@cityofmadison.com), [sfletcher@uwsa.edu](mailto:sfletcher@uwsa.edu), [tlc@mailbag.com](mailto:tlc@mailbag.com)

**Sent:** Wednesday, November 16, 2016 9:17:52 AM

**Subject:** In Support of Olbrich Biergarten

Dear Members of the ALRC:

I would like to add my support for the license request of the BKM Group to operate a German-style Biergarten in Olbrich park.

As coordinator of Friends of Olin-Turville (FOOT), our group has actively sought to initiate a pilot beer garden in Olin park over the last two years, and our group has twice endorsed this idea. We recognize that the proposed Olbrich location now presents a better opportunity for a successful test of this concept, given the availability of a building from which to operate the garden – an essential amenity that Olin park can't provide. We are enthused that the Parks Division is pursuing this exciting place-making concept and strongly encourage you to support it.

On a personal note, over the last four years I have spent a lazy afternoon or two at three of Milwaukee's permanent beer gardens and several of the traveling ones. These are delightful, family-centered gathering spots that encourage personal interaction (few cell phones visible!), responsible drinking, and enjoyment of the outdoors. By reports of park personnel and the Milwaukee Police Department, these gardens have actually *reduced* unwanted activities in their respective parks. They are a genuine place-making activity that increases park use and enjoyment while producing revenue for the Parks Division. The concept really deserves a try here in Madison.

Thanks for your support in this matter.

Sincerely,

Tom DeChant

Coordinator: Friends of Olin-Turville (FOOT)

Member: Madison Urban Design Commission

## Christianson, Eric

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**From:** Andrew Hoyer-Booth [andrew.hoyerbooth@gmail.com]  
**Sent:** Wednesday, November 16, 2016 12:39 PM  
**To:** licensing  
**Subject:** Olbrich Biergarten

**Categories:** Eric

Good Afternoon,

I am writing to support the obtaining of an alcohol license for the proposed Olbrich Biergarten in Madison's Olbrich Park. The Biergarten, scheduled to open in spring of 2017, would be a fantastic addition to the Park and help bring together city residents while celebrating German heritage. The location is ideal for this type of project and provides an additional venue for residents interested in enjoying a beer by the lake.

Please forward this support to the City's Alcohol License Review Committee.

Thank you,

Andrew Hoyer-Booth  
6903 Littlemore Drive  
Madison, WI 53718

## Christianson, Eric

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**From:** Katie Malchow [catherinemalchow@gmail.com]  
**Sent:** Wednesday, November 16, 2016 2:17 PM  
**To:** licensing  
**Subject:** Olbrich Beer Garden-please forward to ALRC members

**Categories:** Eric

Dear Commissioners,

I am a big fan of the proposed beer garden idea in Olbrich. I live in the Atwood area, and I would love to have something like that in walking distance. I lived for a couple of years in Milwaukee and really enjoyed the many beer gardens that city had to offer. It was a great place to hang with the family on a Sunday, or enjoy a pint with friends during the week. I hope you can help make this a reality!

Thank you,  
Katie



November 16, 2016

Dear Mayor Soglin, and Members of the City Council, Parks Commission, and Alcohol License Review Commission:

I am writing on behalf of the Lake Edge Neighborhood Association (LENA) in support of the idea to establish a German- style biergarten being proposed for the Olbrich Park Beach House. This is a stellar idea for placemaking in an underutilized park.

We heard a presentation on the idea by the one of the co-owners of BKM Group, Mike Bare at the October meeting of our Neighborhood Association and subsequently discussed at our Annual Meeting held last week. Attendees at the meeting asked questions about pedestrian crossing at the intersection of Walter Street and Atwood Avenue, special events, the size and operation of the parking lots at the park, security, consideration for recyclable or reusable consumables, and the use of the bathrooms. We also suggested benefits for cyclists and ensuring it is a family welcoming environment. We are comfortable with the responses to these questions and suggestions and look forward to working with Mike and team to ensure it is a safe and enjoyable place.

One of our members said this is the kind of thing that can "make Madison cool again" and help us catch up to other cities, like Austin, Milwaukee and San Francisco, who have done this kind of thing successfully. We support the vendor's application for all necessary permits, licenses and contracts to get the biergarten operating.

Thank you for your consideration.

Sincerely

A handwritten signature in blue ink, appearing to read "Angela Jenkins", is written over a faint, larger signature that is partially obscured.

Angela Jenkins  
President, Lake Edge Neighborhood Association

CC:

**LENA Board of Directors**

Bill Curtis, Vice President

Sara Strehlow, Secretary

Steve McCarthy, Treasurer

Members At-Large: Ashley Bergeron, David Ahrens (Alder District 15), Erica Beckman

**Mike Bare, co-owner BKM Group**



November 7, 2016

Dear Mayor Soglin, and Members of the City Council, Parks Commission, and Alcohol License Review Commission:

The Hops Museum and Madison Traffic Garden support the proposed Biergarten placemaking concept at Olbrich Park. We presented at your placemaking conference a few years ago and have assisted in placemaking ever since. It also happens to be in my neighborhood. This is an exciting opportunity to create a space for our community to gather and showcase the best of what Madison has to offer.

I was also inspired by Mitchell Silver's keynote address to the Mayor's Neighborhood Conference in which he suggested that the City of Madison should "listen to its innovators." This proposal is incredibly innovative. It will improve the park, benefit visitors, draw visitors to other local attractions, create jobs, and allow the community to enjoy Olbrich Park, Lake Monona, and the view of our beautiful skyline.

I am a lead of part of Eastmorland on Nextdoor.com. Nextdoor is an online neighborhood organizing and communication tool. The discussion of the proposed biergarten by neighbors has been overwhelmingly positive. I have met with the owners of the applicant, the BKM Group, and I am confident they will respect the park, neighbors, the Lake, and create a truly outstanding experience at the biergarten. I am looking forward to growing some demonstration hops if the project allows.

Thank you for considering the biergarten and I hope you will approve all necessary licenses and permits to allow this proposal to move forward.

Be Hoppy,

Erin McWalter  
Co-founder and Executive Director  
Madison Traffic Garden  
The Hops Museum

**Christianson, Eric**

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**From:** Rummel, Marsha  
**Sent:** Tuesday, November 15, 2016 6:49 PM  
**To:** Christianson, Eric  
**Cc:** Verveer, Michael; Bidar-Sielaff, Shiva  
**Subject:** ALRC agenda #17 Fw: Bier Garten Olbrich

**Categories:** Eric

Tracy asked me to forward her comments to the ALRC.

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**From:** Tracy Aiello  
**Sent:** Tuesday, November 15, 2016 12:18 PM  
**To:** Rummel, Marsha  
**Subject:** RE: Bier Garten Olbrich

Good Afternoon Marsha,

My name is Tracy Aiello and I live on Thorp Street. I would like to register my displeasure with the proposal to open up a Beer Garden in Olbrich Park. The Tiki Bar already exists on the waterfront, although I know that its hours are somewhat sporadic. I don't think that we need to start filling our parks with establishments where alcohol is the focus. If people want to drink in Olbrich Park they can apply for special permits. In addition to the alcohol consumption I am also concerned about the live music factor. Although the proposal that I saw states that there would be no live music except for a few special events, I am sure that over time the number of those events will grow and grow.

Basically I think that it is a park and it should be enjoyed as such with out any kind of focus on alcohol.

Thank you for listening, I appreciate it.

Tracy Aiello

## Christianson, Eric

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**From:** Jess Renley [jessrenley@yahoo.com]  
**Sent:** Tuesday, November 15, 2016 8:39 PM  
**To:** Clerk  
**Subject:** Olbrich Park Biergarten Proposal

**Categories:** Eric

To whom it may concern,

I'm not sure the best place to send this email, but I was informed that a public meeting on this proposal and a possible liquor license will be held tomorrow evening. Please forward this email to the necessary party if possible. I would like to voice my opinion in opposition to the proposed "Biergarten" at Olbrich Park. I live nearby Olbrich Park and use the park regularly. In my opinion, this is already a busy park that many people enjoy in the summer. I use the park to play frisbee, volleyball, go to the beach, and generally relax in an outdoor setting next to the lake.

I believe the addition of a "biergarten" would be disappointing. There are ample places to drink beer in Madison, and in the Olbrich neighborhood, including outside. In fact, a similar establishment already exists there, The East Side Club. They already have an outdoor area on the lake where people can drink and eat in the summer. There need to be family friendly places in Madison that do NOT revolve around the consumption of alcohol. Don't get me wrong, I enjoy drinking a beer outside in the summer, but I don't have any difficulty finding a place to do that at the innumerable businesses that already exist. I do not advocate for putting a bar (it's a bar even if it's got a German name) in the middle of a public park.

Wisconsin and Madison have a substantial drinking culture that does not need to be enabled or encouraged by allowing people to drink beer next to a public beach and playground. I would certainly hesitate to bring my family to a park next to an outdoor bar and I would hesitate to go to a beach directly adjacent to an outdoor bar. Ultimately, I believe there is no shortage of drinking establishments in Madison (including outside and next to a lake). There are not that many peaceful, outdoor, public parks next to a lake that families can enjoy.

We should think twice about what our priorities are for public parks in Madison.

Thank you,  
Jessica Renley  
608-957-2539

## Christianson, Eric

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**From:** Kathryn Mazack [klmazack@gmail.com]  
**Sent:** Tuesday, November 15, 2016 10:12 PM  
**To:** licensing  
**Subject:** Olbrich biergarten

**Categories:** Eric

I support the biergarten at Olbrich gardens and the recent news articles. Please forward my support to the ALRC. Thank you, Kathryn Sent from my iPhone

## Christianson, Eric

---

**From:** Tom DeChant [tdmadtown@charter.net]  
**Sent:** Wednesday, November 16, 2016 9:18 AM  
**To:** Gloede, Carl; Christianson, Eric; ferchocs@yahoo.com; Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; msd@foolproofplan.net; grades5@yahoo.com; Skidmore, Paul; Allen, Roger; Bidar-Sielaff, Shiva; sfletcher@uwsa.edu; tlc@mailbag.com  
**Subject:** In Support of Olbrich Biergarten  
**Categories:** Eric

Dear Members of the ALRC:

I would like to add my support for the license request of the BKM Group to operate a German-style Biergarten in Olbrich park.

As coordinator of Friends of Olin-Turville (FOOT), our group has actively sought to initiate a pilot beer garden in Olin park over the last two years, and our group has twice endorsed this idea. We recognize that the proposed Olbrich location now presents a better opportunity for a successful test of this concept, given the availability of a building from which to operate the garden – an essential amenity that Olin park can't provide. We are enthused that the Parks Division is pursuing this exciting place-making concept and strongly encourage you to support it.

On a personal note, over the last four years I have spent a lazy afternoon or two at three of Milwaukee's permanent beer gardens and several of the traveling ones. These are delightful, family-centered gathering spots that encourage personal interaction (few cell phones visible!), responsible drinking, and enjoyment of the outdoors. By reports of park personnel and the Milwaukee Police Department, these gardens have actually *reduced* unwanted activities in their respective parks. They are a genuine place-making activity that increases park use and enjoyment while producing revenue for the Parks Division. The concept really deserves a try here in Madison.

Thanks for your support in this matter.

Sincerely,

Tom DeChant

Coordinator: Friends of Olin-Turville (FOOT)  
Member: Madison Urban Design Commission

## Christianson, Eric

---

**From:** Thomas Rylander [thomasrylander@gmail.com]  
**Sent:** Wednesday, November 16, 2016 10:08 AM  
**To:** licensing  
**Subject:** Support for a biergarten in Olbrich Park

**Categories:** Eric

(Can you please forward these comments to the ALRC, which is reviewing this issue tonight)

ALRC members,

I am writing to share my support for the proposed biergarten at Olbrich park. I have been envious of similar developments in Milwaukee over recent years, and think that Madison's east side is a perfect location for such a venue.

I am a dad with 2 young kids. Many of my friends do not yet have kids. It can be hard to find a place for us all to meet up for an evening that both has a festive atmosphere and is child-friendly. This has everything we would be looking for. I would make many visits to this biergarten during the warm months.

Thank you for your service to the city and for considering this issue.  
I hope to be in attendance at tonight's meeting in order to voice my support.

Sincerely,

Thomas Rylander  
4780 Eagle Crest Dr., Madison  
[thomasrylander@gmail.com](mailto:thomasrylander@gmail.com)  
920-905-0589

## Christianson, Eric

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**From:** Jim Macken [jimmacken2013@gmail.com]  
**Sent:** Wednesday, November 16, 2016 10:30 AM  
**To:** licensing  
**Subject:** Olbrich Biergarten  
  
**Categories:** Eric

Dear Madison Licensing:

I'm writing to register my support for a Biergarten in Olbrich Park. Please forward my support to the ALRC, as well.

Thank you,  
Jimmy Macken

1121 Vernon Ave.  
Madison, WI 53716

--

Jimmy Macken  
(414) 731-7858

Carol Kline called the Common Council on Wednesday, November 16, 2016, to voice her opposition to the proposed Biergarten at Olbrich Park:

- As a user of the green space and someone who regularly walks through the park, she does not want share the space with inebriated people or hear loud music.
- Alcohol density is enough in area already.
- Need to protect businesses that have been around area a long time; City shouldn't allow this competition with existing business (Eastside Club).
- Already has to put up with dogs and doesn't even like them. Please do not add alcohol where she would have to put up with inebriated people, too.
- There is so much alcohol in our society already, and vulnerable children and adults need alcohol-free spaces.
- Space in our public park should not be given over to commercial interests.

**From:** [Breanna Illéné](#)  
**To:** [licensing](#)  
**Subject:** Olbrich Biergarten  
**Date:** Wednesday, December 14, 2016 9:17:45 AM

---

Dear members of the licensing board,

I live at 121 Lansing St in the East Morland neighborhood. I have heard about the biergarten that has been proposed for Olbrich Park and I wanted to voice my excitement and support for this project.

I have spoken to many of my neighbors and there is a lot of excitement about the idea of having such a place so close to our homes. We love the idea that we won't have to go downtown to go out but instead will be able to walk there. I also see this as an opportunity for me to invite my friends from other parts of the city to hang out in my neighborhood (as opposed to me always having to go to theirs).

The ability to walk to this location rather than having to drive after drinking is especially exciting for me.

I believe this is a great opportunity to build community within our neighborhood and gives me even more reason to hang out in Olbrich Park. I look forward to spending some summer evenings at the biergarten.

Thank you,

Breanna Illéné

**From:** [Adam Holly](#)  
**To:** [licensing](#)  
**Subject:** German-Style Beer Garden  
**Date:** Wednesday, December 14, 2016 7:54:46 AM

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To Whom It May Concern:

I am emailing you to pledge my full support for Mike Bare's proposal of a German-Style beer garden in the city of Madison. Not only would this be a welcome addition to the city, but it would be a nice change of pace for citizens and visitors to enjoy alike.

Thank you for your consideration.

Sincerely,

Adam Holly

**From:** [Bolles, David](#)  
**To:** [Park Commission](#); [licensing](#)  
**Subject:** Support for Olbrich Park beer garden  
**Date:** Tuesday, December 13, 2016 10:48:15 PM

---

I write in strong support of the proposal to build a beer garden at Olbrich Park. The model has seen great success in Milwaukee and it would make a fitting addition to the Monona shoreline.

David A. Bolles  
Bolles Law Office LLC  
PO Box 1878  
Madison, WI 53701

Phone 608-403-3249  
Fax 888-503-6072  
Email [dbolles.law@gmail.com](mailto:dbolles.law@gmail.com)  
Web [www.affordableadvocacynow.com](http://www.affordableadvocacynow.com)

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**From:** [emazack@gmail.com](mailto:emazack@gmail.com) on behalf of [Evelyn Mazack](#)  
**To:** [Park Commission](#); [licensing](#)  
**Subject:** Fwd: Support for Olbrich Biergarten Alcohol License  
**Date:** Tuesday, December 13, 2016 10:47:19 PM

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----- Forwarded message -----

**From:** **Evelyn Mazack** <[emazack@ejmlc.com](mailto:emazack@ejmlc.com)>  
**Date:** Tue, Nov 15, 2016 at 8:25 PM  
**Subject:** Support for Olbrich Biergarten Alcohol License  
**To:** [licensing@cityofmadison.com](mailto:licensing@cityofmadison.com)

PLEASE FORWARD THIS TO MEMBERS OF THE ALCOHOL LICENSE REVIEW  
COMMITTEE

I am a resident of Dane County who previously lived in the Olbrich neighborhood on Oakridge. Although I live out of town now, I frequent Madison daily and the Olbrich area often. I am in full support of proposal to open a Biergarten at Olbrich Park. Madison is in need of a family friendly environment around its lakes to allow recreation and fun. The Biergarten is a perfect fit at the Olbrich location. As a person of German heritage, a Biergarten exemplifies the idea of bringing people together outside for recreation and community. The proposal to do this in an open public place for responsible enjoyment of beer or wine at Lake Monona is a wonderful idea. Please support this proposal as it will add to Madison's reputation of a city open to all who endeavor to use its parks and lakes for their enjoyment.

Evelyn J. Mazack  
1363 Diane Ave  
Belleville, WI 53508

**From:** [Bryan Mette](#)  
**To:** [licensing](#)  
**Subject:** Proposed Olbrich Biergarten  
**Date:** Tuesday, December 13, 2016 10:13:44 PM

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As a resident of the downtown, I rarely find myself in the area around Olbrich Park. However, the proposed Biergarten would definitely entice me to visit this part of the city more often and I believe more of my peers would also do the same. I believe this is a unique concept that provides benefits to the community at large while also establishing reasonable limits on hours of operation and noise to ensure harmony with nearby residents. I urge the city to approve the application.

Bryan Mette

**From:** [Brian Frederick](#)  
**To:** [licensing; Parks BPC](#)  
**Subject:** biergarten  
**Date:** Tuesday, December 13, 2016 9:24:37 PM

---

Greetings,

I have to admit I was excited to hear about this. The ones I've been to in Milwaukee have been quite nice, and I think having something like this on Lake Monona could be great.

Thanks for considering.

BF

Brian Frederick  
513 Troy Dr.  
Madison, WI 53704  
[bjfrederick@gmail.com](mailto:bjfrederick@gmail.com)  
Cell: (608) 213-6220

**From:** [Jami Crespo](#)  
**To:** [licensing; Park Commission](#)  
**Subject:** Opposition to Olbrich Biergarten  
**Date:** Tuesday, December 13, 2016 8:30:40 PM

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Good evening. I live in Alder Ahrens district which is the district where the proposed Olbrich Biergarten is being debated.

I am not in favor of having an establishment that serves alcohol in a park.

Research shows that family, community and public policies/practices can improve the alcohol environment over time in a community. Part of the what determines an alcohol culture in a community is the number of licensed establishments and what we model as ok behavior for our kids. I am all for upgrading the facilities at Olbrich and having a concession stand to attract more business, but I do not want alcohol served there. A park is a place for children and families and I do not want an environment like the proposed one for my child or my community.

Additionally, we have several licensed establishments close by: East Side Club (which is right on the water already), Harley's Liquor and Bait, and several bars along Cottage Grove Road.

Should you decide you to recommend this application for approval, which I hope you don't, I suggest placing several conditions on the permit (ex: wristbands for those over age 21, a fenced area for drinking, ensuring the closing hours happen by writing them in as a condition, etc.). Please see the website I reference below for other examples of best practices for this type of location.

Outside of just this proposal, I have broader concerns about Madison's alcohol environment. Wisconsin consistently ranks at the top of the list for binge drinking, heavy drinking, and underage drinking. We need to do a lot more in our community to change the culture of drinking so we have healthier outcomes. I refer you to <https://law.wisc.edu/wapp/> for a lot of helpful resources on how to improve the alcohol environment in our community.

Thank you for your consideration.

--

Jami Crespo  
4201 Major Avenue  
Madison, WI 53716

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

**From:** [Nicole Safar](#)  
**To:** [licensing; Parks BPC](#)  
**Subject:** Olbrich Biergarten  
**Date:** Tuesday, December 13, 2016 8:07:49 PM

---

To whom it may concern,

I support the Olbrich Biergarten project which is being proposed for next spring. Madison is lucky enough to have miles of beautiful shoreline, yet there are few community spaces to gather along our lakes. The project will provide an additional option for fellowship and appreciation of our lakes in the city. Many of us have chosen to live in Madison because of amenities like this proposed Biergarten.

This project seems thoughtful and has generated great community support. I add my voice to that list.

Nicole Safar  
4228 Doncaster Drive  
Madison, WI 53711  
[nicolesafar@gamil.com](mailto:nicolesafar@gamil.com)

**From:** [caitlin breedlove](#)  
**To:** [licensing](#)  
**Subject:** Regarding Olbrich Garden Biergarten  
**Date:** Monday, December 19, 2016 1:00:36 PM

---

To whom it may concern:

I am writing to voice my support for the Olbrich Biergarten plan. I have enjoyed many Biergartens in Germany, and they are a safe and wonderful way to build public community. In a time when Madison needs that so much!

They are also a wonderful way to encourage people to enjoy the lake in a family-friendly environment. I grew up on Oakridge Ave and it would have been so great to have something like this down the street when I was a kid.

Thank you for considering,  
Caitlin Breedlove

Caitlin Breedlove  
Campaign Director  
Standing on the Side of Love, Unitarian Universalist Association  
[www.standingonthesideoflove.org](http://www.standingonthesideoflove.org)

**From:** [Amberdellger](#)  
**To:** [licensing](#)  
**Subject:** Proposed biergarten at Olbrich  
**Date:** Tuesday, December 13, 2016 7:15:09 PM

---

Hello,

I live on Farrell St and would like to voice my support for the proposed biergarten at Olbrich Park. I think it would be a great addition to the area! I think it's a great idea!

Thank you,  
Amber

## Christianson, Eric

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**From:** Tristan Breedlove [tristanbreedlove@yahoo.com]  
**Sent:** Monday, November 14, 2016 8:44 PM  
**To:** Gloede, Carl; Christianson, Eric; ferchocs@yahoo.com; Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; msd@foolproofplan.net; grades5@yahoo.com; Skidmore, Paul; Allen, Roger; Bidar-Sielaff, Shiva; sfletcher@uwsa.edu; tlc@mailbag.com  
**Subject:** Olbrich beer garden

I used to live in Milwaukee and fell in love with Estabrook Beer Garden. It was a place for family and friends to gather and reminded me and my German family of beer gardens we visited and loved in Germany. I hope you will consider approving the Olbrich beer garden plan as I think it will add a new fun and family-friendly place for all to enjoy our beautiful lake.

Sent from my iPhone

**From:** [Matt Covert](#)  
**To:** [licensing](#)  
**Subject:** support for Olbrich Biergarten  
**Date:** Monday, December 19, 2016 12:49:00 PM

---

Hello,

My name is Matt Covert. I am a resident of the Eastmorland neighborhood and would like to register my support for the proposed Biergarten in Olbrich Park. My support is based on three factors: the current lack of a central gathering place in the park, positive experiences at Biergartens in major parks in other cities, and a faith in City of Madison staff to craft and enforce commonsense rules and practices and that a creative business proposal that follows the rules should be able to try something new.

First, while Olbrich Park is a well-used park when it comes to athletics (softball, youth soccer, ultimate frisbee, and basketball, to name several), it currently lacks the kind of central gathering space that forms the anchor in many other top-notch urban parks. The East Side Club is a great neighborhood asset, but it is a private establishment and feels too exclusive to function as such a place. I think that the combination of a community-focused, German-style biergarten and a canoe rental facility is a creative way to revive a little-used, decrepit park building and create a community gathering space. It will greatly enhance Olbrich Park as a destination, not just a collection of athletic facilities.

Second, I have had the pleasure of visiting two biergartens, one in Milwaukee's Estabrook Park and the classic Chinesescher Turm biergarten in Munich's Englischer Garten. Both felt welcoming and community-focused and were great places to grab a beer (or not!), meet up with friends, and get acquainted with strangers. I know that the people applying for the Olbrich Biergarten have taken their inspiration from similar places in other cities, which makes me optimistic that they have well learned what makes the places I've been (and many others) so successful.

Third, I believe that if the developers and operators of the biergarten can work with City staff to develop a plan to address some of the inevitable challenges of creating a major gathering space at Olbrich Park, they should be allowed to proceed. While there are certainly issues involved, including parking, pedestrian and bicycle access, crowd management, and noise, these are not insurmountable problems and can be addressed through good planning, appropriate training and diligence, and (if necessary) enforcement. One of the keys to success for a so-called "placemaking" initiative is that if someone has a good idea and a solid plan for creating or improving a lively public place, they should be able to do so without facing an unnecessarily burdensome process. The city gains a great deal by having private developers create a public gathering space whose benefits far outweigh potential drawbacks.

In conclusion, I feel that if the proposed Olbrich Biergarten can work with the city to address challenges and establish a good plan of action, they should certainly be allowed to do so. Their proposal is based on successful models in other cities and would fill a crucial role in a well-used city park that currently lacks a central gathering place. I look forward to being able to visit the successful Olbrich Biergarten.

Sincerely,

Matt Covert  
Eastmorland neighborhood resident

**From:** [Holly Courtney](#)  
**To:** [licensing](#)  
**Subject:** Olbrich Beer Garden-please forward to ALRC members  
**Date:** Tuesday, December 13, 2016 1:01:41 PM

---

Good afternoon!

I am a big supporter of the proposed beer garden idea in Olbrich. I lived in Milwaukee for a few years awhile back and loved going to their beer gardens with family and friends (I think it is the one thing Milwaukee has on Madison that I think we need here!). I hope you can help make this a reality!

Thank you,  
Holly Courtney

**From:** [Helen Fischer](#)  
**To:** [Gloede, Carl](#); [Christianson, Eric](#); [ferchocs@yahoo.com](mailto:ferchocs@yahoo.com); [Reyes, Gloria](#); [james1771@frontier.com](mailto:james1771@frontier.com); [katsbigbox@gmail.com](mailto:katsbigbox@gmail.com); [orrantia@wisc.edu](mailto:orrantia@wisc.edu); [Verveer, Michael](#); [msd@foolproofplan.net](mailto:msd@foolproofplan.net); [grades5@yahoo.com](mailto:grades5@yahoo.com); [Allen, Roger](#); [Bidar-Sielaff, Shiva](#); [sfletcher@uwsa.edu](mailto:sfletcher@uwsa.edu); [tic@mailbag.com](mailto:tic@mailbag.com); [Helen Fischer](#)  
**Subject:** Opposed to Alcohol Bar Service at Olbrich Park  
**Date:** Tuesday, December 13, 2016 1:21:16 PM

---

Dear Police Captain, City Clerks, Tavern League, Chancellor's Representative, City Attorney, Alders and ALRC Commissioners:

I live on the corner of Dennett Drive and Atwood Avenue. My neighbors, children, grandchildren and I use Olbrich Park with great frequency.

I am concerned with the plan to reintroduce alcohol into a public park which, after careful consideration, the ALRC decided to ban at Olbrich Park. The result has been positive; why would we consider undoing the alcohol prohibition at Olbrich Park, even if drinking would (optimistically) be confined to a biergarten?

I would not typically bring my young grandchildren into a bar. I would never allow them to use a restroom concurrently used by inebriated adults.

Olbrich Park has been family-friendly and as a consequence of the alcohol ban, a peaceful pastoral location for family walks and picnic lunches alongside the many sports activities and summer festivals.

If we want to go out drinking, we go without the children, and head for a bar. There are six or eight bars right in this neighborhood. We do not go to a public park to drink beer.

Please reconsider the proposal for a biergarten in Olbrich Park. I urge you to reject this project which is not appropriate for Olbrich Park.

Respectfully,

Helen J. Fischer  
3502 Dennett Drive  
Madison 53714

**From:** [Katherine](#)  
**To:** [licensing](#)  
**Subject:** Biergarten Proposal- Please include a fenced in area for dogs - PLEASE FORWARD to members-thanks!  
**Date:** Monday, December 19, 2016 1:26:53 PM

---

Dear ALRC Members,

Here's my email of conditional support for the Biergarten proposal! which I learned of only recently.

I support the proposed Biergarten with one modification: that it provide a place for dog owners as well. This is also, as I hear, a feature of outdoor spaces in many progressive cities, and Madison is behind the eight ball here. On occasion, I bring my dog to the outdoor patio of the Malt House, where he is always welcomed and served (water in a bowl, of course!). Other dogs are frequently present as well. Dogs and humans alike are in harmony and I have never seen an altercation.

There is an entire contingent of friendly dogs and owners who also enjoy socializing who will be excluded from this space if dogs are not allowed. Why is that? Because our dogs are sometimes our primary companions, and it makes no sense to go out once for myself and again for my dog. I do not have unlimited hours in my day. Better to do it all at once and not return home to an unhappy dog who wonders why s/he was not included. Better to return home as a pair and then settle in for the evening.

Remember, I pay taxes as well in Madison and my bill is higher every year. (I know; I just paid it.) I would like to feel that my \$4900 is worthwhile because of the wonderful opportunities my city provides for everyone.

Sincerely,  
Katherine Esposito  
137 Talmadge Street

**You may find this link to our Schenk-Atwood Facebook page worthwhile reading. Many comments. And dozens of people supporting the idea of allowing a fenced area for dogs.**

<https://www.facebook.com/groups/sasyna/>

**From:** [Cynthia Watson](#)  
**To:** [Knepp, Eric](#); [Oleksiak, Claire](#); [Park Commission](#); [Wallner, David](#); [Gnam, Emily](#); [jllewis2@me.com](#); [Leopold, Madelyn](#); [Clear, Mark](#); [Ragland, Nancy](#); [Baldeh, Samba](#); [Gloede, Carl](#); [Christianson, Eric](#); [ferchocs@yahoo.com](#); [Reyes, Gloria](#); [james1771@frontier.com](#); [katsbigbox@gmail.com](#); [orrantia@wisc.edu](#); [Verveer, Michael](#); [msd@foolproofplan.net](#); [grades5@yahoo.com](#); [Skidmore, Paul](#); [Allen, Roger](#); [Bidar-Sielaff, Shiva](#); [sfletcher@uwsa.edu](#); [tlc@mailbag.com](#); [McKinney, Barbara](#); [Zellers, Ledell](#); [Hall, Amanda](#); [Rummel, Marsha](#); [King, J. Steven](#); [Wood, Zach](#); [Cheeks, Maurice](#); [Gruber, Tim](#); [Palm, Lawrence](#); [Eskrich, Sara](#); [Carter, Sheri](#); [Ahrens, David](#); [Demarb, Denise](#); [Kemble, Rebecca](#); [Phair, Matthew](#)  
**Subject:** Opposition to Biergarten  
**Date:** Tuesday, December 13, 2016 10:48:45 AM

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To whom it may concern,

We are contacting you to voice our opposition to the proposed Biergarten for the lakeshore of Olbrich Park. We have been residents of the Eastmorland Neighborhood for over ten years. This Tavern on the lake will put an undue burden on the residents of the Eastmorland Neighborhood. Amplified music and the noise of 300-1000 people many whom are consuming alcohol will not allow us a peaceful use of our home every night for seven or more months out of the year.

The plan itself is exclusionary to anyone under legal drinking age that want to use a large portion of the public park without a guardian. This plan adds to the dangerous drinking culture that has been made so commonplace in our community. This plan adds nothing to the existing park beyond a place to sit and drink- if you can afford it. As a community we need alcohol free places to enjoy. This park was created by Michael Olbrich to be accessible to everyone. This plan does not enhance his vision or the Park's own mission statement.

No studies were performed on the actual park usage of the park. During the initial proposed hours of operation there are already numerous families gathered playing ball, flying kites and picnicking. Neighbors were not consulted at any point during the planning process. The many users of the park were not consulted.

Other issues include safety, parking and the environmental impact on the lake and wildlife in the area.

The developers are inexperienced in the service industry. They also lack experience as developers. Now, We are giving them prime real estate at a minuscule price to open one of the largest bars in Madison despite all of the issues that residents have brought up.

Please consider our concerns and stop this project from moving forward.

Sincerely,  
Cynthia Watson & David Silbernagel  
3726 Atwood Ave  
Madison, WI 53714

**From:** [Will Kramer](#)  
**To:** [licensing; Park Commission](#)  
**Subject:** Support for biergarten  
**Date:** Tuesday, December 13, 2016 7:20:05 PM

---

Hi -

I love the idea of the biergarten at Olbrich! Can't wait to attend.

Will Kramer  
4422 Misty Valley Dr  
Middleton, WI 53562

**From:** [Andrew Illene](#)  
**To:** [licensing](#)  
**Subject:** Biergarten  
**Date:** Monday, December 19, 2016 12:23:20 PM

---

Hello,

I am writing to voice my support of the Biergarten in Olbrich Park. I am very excited to have this opportunity to meet up with friends in a safe, family friendly environment so close to my house at 121 Lansing St. I know that concerns have been raised about having a place serving alcohol, but I believe the model is one that supports responsible consumption.

Thank you,

Andrew Illene

**From:** [Alissa Lawton](#)  
**To:** [licensing](#)  
**Subject:** Olbrich Park beer garden  
**Date:** Monday, November 21, 2016 8:19:02 PM

---

To whom it may concern,  
I would like to express my support for this idea. I'm a Madison native but I currently live in Milwaukee. We have many local beer (bier) gardens and they are wonderful, family friendly, enjoyable places to spend a weekend afternoon.

I think this would be an excellent addition to the Madison area.

Thank you!

Sent from my iPhone

**From:** [Bryon Eagon](#)  
**To:** [licensing; Park Commission](#)  
**Subject:** Olbrich Biergarten Support  
**Date:** Tuesday, December 13, 2016 3:48:19 PM

---

This is Bryon Eagon, former Alder from 2009-11, current UW Law student, and resident of 126 E. Wilson St. I am emailing to voice my support for the proposed Biergarten in Olbrich Park. Having been to similar types of venues in both Milwaukee and Germany, I support the proposed Biergarten because it is well-planned, would create a communal sense of gathering and culture, and provides added access to one of our two larger lakes - access that we should constantly strive to improve. The venue would be a destination linking the Madison area community, not just the immediate residents, with the park and the neighborhood. As a young professional looking to stay in Madison, the Olbrich Biergarten proposal is an fine example of the "place-making" that so many people of my generation are looking for in the places we may live, work, visit, and play. I hope you will join me in supporting the project and its necessary approvals. Thank you.

- Bryon Eagon

126 E. Wilson St. Apt. M  
Madison, WI 53703  
920-716-3688

**Christianson, Eric**

---

**From:** Tricia Lenzendorf [t\_lenzendorf@yahoo.com]  
**Sent:** Monday, December 19, 2016 2:15 PM  
**To:** licensing  
**Subject:** Olbrich Biergarten  
  
**Categories:** Eric

Hello,  
I live in the Lake Edge neighborhood. I love this biergarten idea! I really hope that this can move forward.

Patricia Sletten  
4115 Buckeye Road

# GLRI Beach Sanitary Survey Project Olbrich Park Beach (Madison, WI)



*2007 – 2012*

*Adrian Koski, BS*

*Sarah Wright, BA*

*Julie Kinzelman, Ph.D., MT (ASCP)*



This report was funded through an US EPA Great Lakes Restoration Grant

Any use of trade, product or firm names is for descriptive purposes only and does not imply endorsement by the City of Racine.

City of Racine Health Department Laboratory

730 Washington Avenue, Room 8

Racine, WI 53403

(262) 636-9501

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## **INTRODUCTION**

The main goal of the Clean Water Act (CWA) is to make all water bodies fishable and swimmable. Protecting water from pathogenic microbe contamination is critical at water bodies used for recreation and community water supplies in order to safeguard public health (Simpson et al, 2002). From 1971 to 2000, over 7,500 cases of illness and 116 disease outbreaks associated with ponds and lakes have been reported to the Center for Disease Control (CDC). However, it is suspected that a large number of cases go unreported (Craun et al; 2005). The majority of disease outbreaks associated with recreational use have been linked to inland water bodies; 19 out of 20 disease outbreaks associated with non-*Vibrio* agents from 2005 to 2006 were associated with inland water bodies (Yoder et al, 2008). The association of waterborne illnesses with inland waters has been apparent in past reports as well. All 19 disease outbreaks from the 2003-2004, and 11 disease outbreaks from the 2001-2002, CDC reporting periods associated with recreational waters occurred at inland waters (Dziuban et al, 2006; Yoder et al, 2004). Diseases associated with recreational water include gastroenteritis, dermatitis and respiratory infections amongst others (Craun et al, 2005; Seyfried et al, 1985). Potential pathogens in recreational waters include *Cryptosporidium*, *Giardia*, *Shigella* and *Salmonella* (Coupe et al, 2006; Keene et al, 1994; Koopman et al; Makintubee et al, 1987). Increased contact with water, particularly around the head and face area, enhance an individual's risk of illness (Seyfried et al, 1985). The risk of developing an illness after exposure to recreational waters is dependent upon a variety of factors including the presence and concentration of pathogens in the water, the strength of an individual's immune system and type of exposure.

Currently, pathogens are not directly measured to gauge water quality, partially due to the expense and the elusiveness of pathogens in the environment (Field, 2008). Instead, fecal indicator bacteria (FIB) are measured. Fecal indicator bacteria such as *enterococci* and *Escherichia coli* (*E. coli*) are normal gut flora of several species, including humans, are harmless (with the exception of noted pathotypes such as O157:H7), easy to enumerate from the aquatic environment and are, therefore, useful as indicators of recent fecal contamination. *E. coli* and enterococci have been shown to correlate to increased risks of gastro-intestinal illnesses and are approved indicators of fecal contamination in freshwater systems (Dufour, 1984; US EPA 1986). Great Lakes coastal beaches in Wisconsin are placed under water quality advisories (recommended avoidance of water contact, particularly if one has a compromised immune system) when *E. coli* concentrations exceed 235 colony forming units per 100 milliliters (CFU/100ml) and beaches are closed (contact prohibited) when *E. coli* concentrations exceed 1,000 CFU/100ml. Previously, national recreational water quality criteria did not encompass inland beaches (US EPA 1986); however some communities chose to adopt coastal recreational water standards as a public health protection measure. When coastal recreational standards are applied to inland lakes, they are thought to be at least as protective of public health as when they are applied to coastal beaches (Dorevitch et al, 2010). Recently released revisions to the US EPA 1986 criteria have now extended recreational water quality standards to all bodies of water, including inland lakes (US EPA 2012). The City of Madison, an inland community with several public bathing beaches, has historically monitored recreational waters and used a beach closure criterion of 1,000 *E. coli* CFU/100ml, in line with coastal water quality standards as adopted by the State of Wisconsin and enforced by the WI DNR.

### **Potential Sources of Fecal Indicator Bacteria (FIB)**

Multiple sources and portals of entry exist for *E. coli* and associated pathogens to enter into recreational waters. *E. coli* and pathogens are present in the digestive tract of warm blooded animals, including humans, and are excreted in feces. Once excreted, bacteria can be transported to local water ways via direct contributions, tributaries, stormwater runoff (both agricultural and urban), stormwater infrastructure and sewage overflows (Gannon and Busse, 1989). Additional non-point sources of

bacteria pollution include beach sediments, aquatic macrophytes or species of algae. Macro-algae species, such as *Cladophora*, have been identified as sources of water quality impairments at Great Lake beaches (Byappanahalli et al, 2007; Byappanahalli et al, 2009; Englebert et al, 2008; Whitman et al, 2003). Although it is unlikely that *Cladophora* blooms would be observed at inland lakes, other species of algae or macrophytes may behave as a source of/or point of attachment for FIB. The majority of studies examining sources of FIB in freshwater systems have been conducted on Great Lake beaches. Although there are similarities between coastal and inland waters, some assumptions must be made when considering the application of source tracking tools developed for coastal waters to inland water bodies including hydro-geochemical differences and the potential impact on the transportation and fate of fecal indicator bacteria and associated pathogens.

**Stormwater.** Stormwater in urban and rural environments has been found to contain FIB concentrations exceeding primary recreational standards regardless of surrounding land use (Clary et al, 2008; Novotny et al, 1985). Rainfall flows over land and transports pollutants including bacteria that had previously been deposited on surfaces towards receiving bodies; eventually this water and associated pollutants are conveyed into local water bodies through overland flow, stormwater infrastructure or tributaries where they can pose a threat to public health. For example, water samples collected during precipitation events from a variety of surface area types (lawns, streets, driveways and parking lots in residential, commercial and industrial locations) all exceeded a geometric mean of 1,500 CFU/ fecal coliforms (Madison, Wisconsin; Bannerman et al 1993). Of these, samples collected from residential areas had the highest geometric means with 34,000, 42,000 and 56,000 CFU/100ml fecal coliforms in water samples collected from driveways, lawns and streets respectively. High concentrations of fecal coliforms, of which *E. coli* is a subset, on streets and driveways are particularly troublesome as these surfaces are hydrologically active. (i.e. they are impervious surfaces which store small amounts of water while the rest is conveyed towards waterways). Pervious surfaces such as lawns, forests, and green areas can absorb larger amounts of water reducing runoff volumes and associated pollutants. Land use, watershed population and the percentage of impervious surface inside watersheds have all been positively associated with the amount of fecal indicator bacteria observed in tributaries (Mallin et al, 2009). Runoff from agricultural areas can also pose a risk to water quality. Sources of contamination from agricultural areas include manure deposited on pastures, manure slurry applied to fields (either injected or surface application), animal feeding operations (AFOs and CAFOs), fields, barns and the erosion of soil (Abu-Ashour and Lee, 2000; Heinonen-Tanski and Uusi-Kämppe, 2001; Gerba and Smith, 2005). Agricultural soils, even in temperate climates, have the ability to serve as a reservoir for *E. coli*. One of the major transportation methods of bacteria from fields is through soil erosion and water that is discharged from field drainage tiles (Ishii et al, 2006; Jamieson et al, 2002).

**Animals.** Local wildlife and domestic animals can directly contribute fecal matter to surface water or load upland, riparian, or shoreline associated sediments as an intermediate which may later be transferred to aquatic environments, following precipitation events, as surface runoff. Some of the most prevalent avian species in nearshore environments are ring billed (*Larus delawarensis*) and herring seagulls (*Larus argentatus*). From 1976 through 1990, ring billed seagull populations have increased from 56,000 to 283,000 pairs along the Canadian portion of the lower Great Lakes (Blokpoel and Tessier, 1991). Seagull populations may have increased in other areas as well due to ecosystem modifications that promote large populations. The rise in seagull population is believed to be caused by increases in anthropogenic food sources, such as landfills, uncovered waste containers, and the increased availability and use of urban nesting sites (Dwyer, 1996). Seagull feces contains between  $10^5 - 10^9$  CFU *E. coli* per gram of feces. This gives gulls the ability to produce a staggering amount of FIB when considering the number of resident gulls a beach may attract and the amount of waste each gull can produce per day (Fogarty et al, 2003). As an example, seagulls were baited to a beach with food to determine their

impact on water quality at a location in Quebec with normally pristine water quality. After attracting seagulls using food, the population increased in the study area from none present to 30 seagulls. After two days with seagulls present, water quality was impaired beyond government water quality standards (Lévesque et al, 1993). In addition to gulls, geese have the potential to impact water quality. However, while the average fecal dropping of geese weighs 15 times more than the weight of gull droppings they contain smaller concentrations of fecal coliforms (Alderisio and DeLuca, 1999). While it is likely that local wildlife impacts water quality, it may be difficult to assess and attribute the amount of fecal loading at a beach to the presence of wildlife alone. In a Door County, Wisconsin study, *E. coli* densities in water did not correlate to either the density of fecal matter observed at the beach or the numbers of animals present at most locations (Kleinheinz et al, 2006). The impact wildlife has on recreational water is difficult to predict and is dependent on multiple factors, some of which include the intrinsic properties of the beach (e.g. beach sediment grain size, uniformity, topography, etc.).

**Beach Sands.** Sediments are an important reservoir for FIB. *E. coli* concentrations in sediments have been observed ranging from 3-38 times higher in the top layer of beach sand than in adjacent surface water samples (Alm et al, 2003). Sediments provide an ideal environment for bacteria because they are protected from inactivation due to sunlight, protozoan grazing and are provided with nutrients (Davies et al, 1995; Alm et al, 2003). Indicator bacteria can survive at high concentrations in sediments throughout the swimming season and it is suspected that bacteria reproduce to some degree inside sediments (Obiri-Danso and Jones, 1999; Beversdorf et al, 2007). It has been hypothesized that the amount of FIB in surface water attributed to sediments may be greater at inland lakes than in coastal waters due to a larger ratio between sediment surface area and lake volume (Dorevitch et al, 2010). Therefore, sediments may be a more significant source of fecal loading at inland lakes than coastal waters.

Fecal indicator bacteria may be transferred from sediments to adjacent waterways following precipitation (via surface runoff) or during periods of intense wave activity as a function of bed shear stress and wave run-up (Kinzelman et al, 2004a, Ge et al, 2010). In addition, sediments interact with nearshore waters via Aeolian deposition (windblown), although it is unclear how much bacteria transfer may occur under these scenarios. Although no current regulatory standards exist, beach sediments, even in the absence of water exposure, may pose a risk to public health (Heaney et al, 2009). Pathogens in sediments can be transferred from one's hand with subsequent ingestion resulting in illness (Whitman et al, 2009). In one study examining the impact of bacteria in sediments on human health, beach patrons with significant exposure to beach sand had a 20- 50% greater risk of developing gastrointestinal illness than individuals who were not exposed (Heaney et al, 2009).

### **Factors Influencing Bacteria Die Off**

In addition to understanding sources, reservoirs, and the factors influencing the release of bacteria into an aquatic environment; mechanisms that control bacteria die off or disappearance are just as important. Sunlight (Fujioka et al, 1981), sedimentation (Schillinger and Gannon, 1985), filtration, dilution and disinfection mechanisms (bacteriophage attacks, predation and toxins produced by macrophytes) are natural processes within the beach environment which can reduce the concentration of fecal indicators (Schuler and Holland, 2000). Environmental factors may attenuate the impact some of these mechanisms have on water quality. For instance, turbid waters may decrease the amount of FIB that are deactivated due to sunlight, but may increase the amount of bacteria that are removed through sedimentation. Bacteria die off mechanisms are complex and may vary depending upon the number and type of macrophytes present, water clarity, and the propensity for sedimentation to occur (low energy or high-energy environment), in addition to other factors.

### **Beach Sanitary Surveys**

Beach sanitary surveys are a low cost technique designed to determine sources of FIB and associated environmental conditions resulting in bacteria loading to recreational waters. In essence, sanitary surveys are a unified, reliable and replicable data collection method. Ambient environmental and beach conditions that have the potential to impact water quality are recorded on each day that sample collection occurs using a routine on site sanitary survey form (Appendix-A). Conditions recorded include: recent rainfall amounts, water and air temperature, the amount of algae present in water, the amount of algae washed ashore, wave height, turbidity, the number and type of wildlife present, and the amount of people at the beach. In addition to examining highly variable environmental conditions, local infrastructure and the watershed in which the beach is located may also be evaluated, e.g. stormwater outfalls or other potential point sources. Data collected as part of the sanitary survey process characterizes potential sources of bacteria, conditions that may increase the amount of bacteria introduced from non-point sources, environmental conditions that can alter bacteria die off rates and factors that affect the transportation of bacteria once in the nearshore environment. Annual sanitary surveys provide additional information including: topographical characteristics, the location of municipal infrastructure (i.e. stormwater outfalls), surrounding land uses and the number/location/condition of restrooms near the beach. Through the interpretation of this information, sources and pathways of bacteria which influence the nearshore environment can be identified. The use of sanitary surveys has been effective at identifying sources of contamination and guiding remediation efforts at beach in the past (Kinzelman and McLellan, 2009). The collection of this information can also be used to generate predictive models that can (empirically) estimate water quality conditions before laboratory results are available.

Although *E. coli* currently is the most widely used indicator in freshwater systems, existing analytical methods require at least 18 hours for quantification of microorganisms to occur. Water conditions at a beach can change rapidly, often while water samples are incubating. As a result, beach managers are forced to make regulatory beach action decisions when lab results may not reflect current water quality conditions. In effect they are posting based on conditions of the previous day. Rapid analytical methods or predictive models, which utilize environmental factors to predict water quality, will reduce the number of erroneous management decisions made by identifying event based pollution at the time of its occurrence. Models may help to safeguard public health by decreasing errors associated with current beach monitoring efforts (i.e. the persistence method). One such means of collecting data to generate predictive models are through beach sanitary surveys.

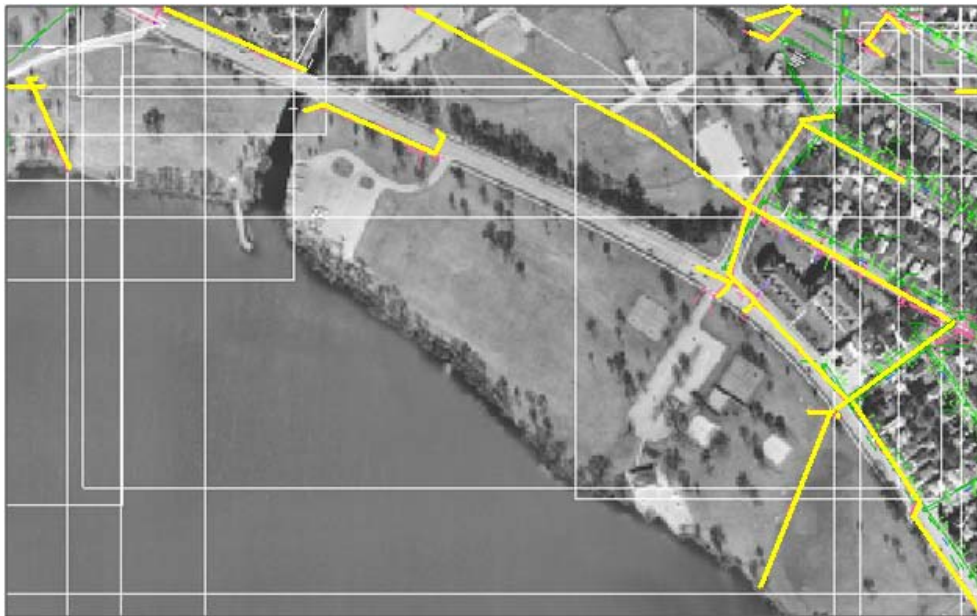
#### **Point and Non-point Pollutions Sources Impacting the Study Site**

Point sources identified as potentially influencing water quality included Starkweather Creek to the north west of the beach (Figure-1) and a stormwater outfall that discharges 120 meters east of the beach (Figure-2).

**Starkweather Creek.** The Starkweather Creek watershed is predominantly urban, draining a 62 km<sup>2</sup> sub-basin of the larger Yahara River-Lake Monona watershed. The creek discharges 450 meters to the north-west of Olbrich Park Beach. It is estimated that nearly 3,000 acres of wetlands existed in this watershed prior to development (Mollenhoff, 2003). Today, approximately 900 acres of wetlands remain (WRMP, 2005). The majority of wetlands have been drained through channelization and further development. The watershed by surface area is 18% residential, 31% industrial, 8% commercial, 2% government and institutional, 5% recreational areas and 36% agricultural. It is estimated that the watershed is composed of 33% impervious surfaces. The high amount of impervious surfaces and destruction of wetlands has lead to conditions that may mobilize contaminants, including bacteria, during precipitation events. Impairments of concern within this watershed include sediments, excess nutrients and bacteria.



**Figure 1.** Location of Olbrich Park Beach and nearby infrastructure.



**Figure 2.** Stormwater infrastructure near Olbrich Park. Yellow lines represent stormwater infrastructure and green lines represent sanitary sewers.

These impairments may be attributed to multiple land use areas and portals of entry. Beyond stresses to the watershed related to water quality impairments, creek base flow volumes have decreased significantly due to lowering of the groundwater table through municipal pumping and less infiltration (caused by increases in impervious surface) (WRMP, 2005). When these conditions are combined with low gradients in the stream channel and excess nutrients, this leads to slow flowing stagnant water that promotes algal growth (Figure-3).



**Figure 3.** Examples of algal blooms present near the mouth of Starkweather Creek on October 10<sup>th</sup>, 2010.

In addition to Starkweather Creek, there are *non-point pollution sources* that may negatively influence surface water quality at Olbrich Park Beach. A statistical analysis was conducted on data collected at Olbrich Park from 2002 through 2008. Elevated bacteria concentrations were positively associated with antecedent precipitation and increased wave height. Large waves may introduce bacteria into the water from non-point sources such as stranded algae and/or sediments via wave run up, re-suspend micro-organisms from bottom sediments into the water column, and increase the amount of point source mixing with the nearshore water.

There was also frequent evidence of localized runoff discharging directly onto the beach area (Figure-4, A and B). The amount of impervious surface adjacent to the beach (parking lot and roof of structure), the steep slope of the beach and the poor grade of the adjacent turf grass all contribute to erosion. An eroded beach face may contribute to the rain mediated delivery of bacteria released from sediments to the water. Other potential pollution sources include: wrack deposited on the shoreline (Figure 4 C), aquatic macrophytes, bather shedding, and fecal droppings from pets, gulls, geese and other forms of local wildlife (Figure-4 D).



**Figure 4 (A – D).** A. A channel created by localized runoff on the west side of the beach. B. A channel caused by localized runoff on the east side of the beach. C. Evidence of wrack accumulation on the beach. D. Animal feces and wrack accumulated on the beach.

### **2010 – 2012 Great Lakes Restoration Initiative Beach Sanitary Survey Project**

The intent of the 2010 – 2012 Great Lakes Restoration Initiative (GLRI) project was to determine the adaptability of coastal tools, such as sanitary surveys, to inland waters. Therefore, the remainder of this report will: 1) detail the sanitary survey methods used to collect surface water and sediment samples, generate water quality data, examine surrounding infrastructure and ambient environmental conditions that could contribute to poor water quality at Olbrich Park Beach, 2) explore potential pathways of direct and indirect pollution, 3) draw conclusions, and 4) recommend actions to improve water quality at this inland beach.

### **METHODS**

Multiple sampling events occurred over the course of several years in order to identify sources of bacterial contamination. Samples were collected by three different agencies. The Madison Dane County Public Health Department (MDCPH) conducted routine sanitary surveys numerous times over a 6-year period (n=100, 2007-2012). The United States Geological Survey (USGS) has conducted a series of sampling events on Starkweather Creek. The City of Racine Health Department (RHD) assisted with expanded spatial sampling to determine bacteria concentrations in both sediments and water on three occasions (October 12, 2010; September 23<sup>rd</sup>, 2011; October 2<sup>nd</sup>, 2012), as part of the annual sanitary

survey process. On these occasions, sediment cores and multi-depth surface water samples were collected across three equally distributed transects in an attempt to further characterize the terrestrial and aquatic beach environment. The slope, width and length of the beach were also determined.

The following section describes methods the RHD and MDCPH used to collected information. The methods used by the RHD were similar to those previously employed by MDCPH when collecting data. However, exact definitions or descriptors used by MDCPH may differ from those of the RHD and other agencies. The dataset examined includes data collected by the RHD, MDCPH and USGS.

## **Surface Water Sample Collection**

### **Sampling Locations**

Surface water samples were collected at Olbrich Park Beach (Lat: 43.08749°, Long: 89.33029°) by the RHD (n=3 sampling events) and MDCPH (100 sampling events, 2007 to 2012). Additional, multi-depth samples were taken by the RHD at the time of the annual surveys.

The USGS, RHD and MDCPH collected surface water samples from Starkweather Creek (USGS: 9/16/2009 – 3/23/2011, MDCPH: 7/8/2009 – 3/23/2011). Tributary samples were collected by all organizations near the point where the creek discharges into Lake Monona (Lat: 43.09114°, Long: 89.33404°) (Figure 1).

Three water samples were also collected from the stormwater outfall located to the east of the beach (Lat: 43.086900°, Long=89.32900°) by the RHD during the annual surveys (2010 – 2012).

### **Collection of Surface Water Samples – RHD, MDCPH and USGS**

***Olbrich Park Beach.*** Surface water samples were collected at various depths ranging from 0.3 to 1.2 meters in depth. A field technician would wade out to the desired depth of water while being careful not to disturb sediments or algae on the bottom of the lake. Facing parallel to the direction of the longshore current, the seal on top of the sampling vessel (Whirlpak™ bag) was removed, the vessel opened using the tabs located on the side of bags and a water sample was collected from approximately 0.3 meters below the water surface (depending on the depth of water) by submersing the bag and upending away from the sampler's body to avoid contaminating the adjacent water with *E. coli* present on the sampler's body. Upon collection of the sample, the bag was sealed and placed in a cooler on ice packs where samples were chilled to 4°C until analysis for *E. coli* could be conducted, generally within one hour of sample collection.

***Stormwater outfall.*** A single grab sample of stormwater outfall discharge was collected by the RHD at the time of the annual sanitary survey in each year that it was conducted (2010 – 2012). Samples were collected following the same protocol as for Olbrich Park Beach samples.

***Starkweather Creek.*** Tributary surface water samples were collected by the USGS and MDCPH from Starkweather Creek (adjacent to Olbrich Park) at various points throughout the study period (May 24<sup>th</sup> 2007 – September 23<sup>rd</sup>, 2011). Wet weather (only) samples were collected by the USGS from September 16<sup>th</sup> 2009 to March 23<sup>rd</sup> 2011 (n=141) using *in situ* sampling devices that did not cool water samples; these samples were not intended for biological purposes and the lack of refrigeration may have influenced FIB concentrations. MDCPH collected tributary samples once monthly from July 8<sup>th</sup>, 2009 to March 14<sup>th</sup>, 2011 (n=16); the majority of these samples were not associated with rain events. The mean daily discharge volume of Starkweather Creek was determined via a permanent USGS monitoring station (gauging station 05428668) located adjacent to where this tributary discharges into Lake Monona (<http://waterdata.usgs.gov/usa/nwis/uv?05428668>). This gauging station is located near Atwood Avenue (Figure 1).

## Routine Beach Sanitary Surveys

Routine on-site beach sanitary survey forms were employed for data collection on each day that sampling occurred (RHD and MDCPH only) to provide replicable and consistent data quality (Appendix-A). The use of sanitary survey forms also provided an organizational system which improves the ease upon which data can be processed. Beach conditions described and quantified when possible included: cloud cover, water temperature, air temperature, antecedent precipitation, the amount of algae or other macrophytes present (both washed ashore and submerged in the water), longshore current direction, wave height, wave intensity, turbidity, any odors present at the beach, the presence of local wildlife, the presence of beach litter, the number of people at the beach, activities people were engaged in and tributary or stormwater outfall discharge data.

**Insularity** can attenuate the presence of fecal indicator bacteria in the nearshore environment. Cloud cover was estimated upon initial arrival at the site and was described as sunny (no cloud coverage), mostly sunny (1/8 to 1/4 cloud coverage), partly sunny (3/8 to 1/2 cloud coverage), mostly cloudy (5/8 to 7/8 cloud coverage) or cloudy (total cloud coverage).

**Air temperature** was measured initially upon arrival at a site using a calibrated alcohol thermometer. Temperature was expressed in degrees Celsius.

**Precipitation.** Rainfall received in the 24-hour period prior to sample collection was noted each day that a routine sanitary survey was performed. Rainfall information was obtained from City of Madison Water and Wastewater Utility or Madison/Dane County Regional Airport and recorded in cm per 24-hour period.

**Turbidity.** Both the RHD and MDCPH estimated turbidity at the time of sample collection. The RHD qualitatively described the turbidity of the nearshore water as clear, slightly turbid, turbid or opaque. For statistical analysis purposes, this data was converted into ordinal values. (i.e. clear=1, slightly turbid=2, turbid=3, opaque=4). In a similar fashion, MDCPH uses an ordinal scale between zero and five to describe turbidity. A value of zero described water clarity when a field technician collecting water samples could see their feet in knee deep water with little distortion (clear), a value of one described when a field technician could vaguely see their feet in knee deep water (slightly turbid), a value of two described when a field technician could see past the middle of their calf in knee deep water (turbid), a value of three described when a technician could see down to approximately mid calf in knee deep water (turbid), a value of four described when a technician could not see their feet in ankle deep water (opaque) and a value of five described when a technician could not see their feet in water two inches deep (opaque). Due to differences in turbidity descriptors used between RHD and MDCPH, direct turbidity comparisons were not made between datasets. Water color was also noted.

**Water temperature** was measured by placing a calibrated alcohol thermometer in the water adjacent to point where water samples were collected. The thermometer was always placed down current of where water samples were collected to avoid potential contamination issues. Temperature was expressed in degrees Celsius.

The **longshore current** direction at beaches was described for sampling events conducted by the RHD only. Longshore current direction was determined by observing the angle waves broke parallel to the shoreline. For example, if one section of a wave broke to the north first, then towards the south, the longshore current direction would be towards the south. If this method of determining longshore current was indeterminate, an object would be tossed into the water and the direction the object travelled parallel to the shore would be recorded.

**Wave height and intensity** is measured as a proxy of bed shear stress. MDCPH used an ordinal scale to describe wave height. A value of zero describes when no waves were present, a value of one describes surface ripples, a value of two described wave height of two to four inches, a value of three described wave height between four and six inches, a value of four described wave height between six and 12 inches and a value of five described wave height greater than 12 inches. During the 2010 to 2012 annual sanitary surveys, the RHD estimated wave height by averaging the height (measured from trough to crest) of the three largest out of ten waves. Wave intensity was estimated based upon the frequency that waves hit the shoreline and was described as calm, normal or rough. Statistical analysis was conducted on wave height but not intensity due to the limited number of dates for which this data was available (n = 3).

**Algae and aquatic macrophytes.** The color, type, presence, condition and amount of algae in the nearshore water and washed ashore water was described on each day that samples were collected. The color of the algae was described as either light green, bright green, dark green, yellow, brown, other or any combination thereof. The amount of algae washed ashore was quantified the RHD as a percent surface coverage on the berm crest and described as low (1-20% coverage), moderate (21-50% coverage) or high (>50% coverage). The amount of algae in the water was also quantified as low, moderate or high based upon surface area coverage near the sampling location. Alternatively, MDCPH used an ordinal scale to estimate the amount of algae observed in the water and washed ashore. A value of zero represented no algae present, a value of one described when algae was present but difficult to detect, a value of two described when a slight amount of algae was present, a value of three described when algae was clearly present but not excessive, a value of four described when large amounts of algae were present and a value of five represents when extreme amounts of algae were present. In the same manner as the RHD, the location of the algae, either in the water or washed ashore, was also recorded. The amount of macrophytes or “weeds” observed in the water was described by MDCPH using ordinal descriptors. A value of zero was used to describe when no weeds were present, a value of one was used to describe when a few scattered weeds were present throughout the swimming area, a value of two was used to describe when the swimming area was slightly weedy, a value of three was used to describe when the presence of weeds was obvious but not excessive, a value of four described when the swimming area was very weedy and weeds were present in the water and on the bottom with less than one inch of accumulation and a value of five was used to describe when the swimming area was extremely weedy with weeds in the water and on the bottom with over 1 inch of weed accumulation. The RHD did not quantify aquatic macrophytes during its annual sanitary survey visits.

**Wildlife.** The location, species and number of animals observed were enumerated, as actual numbers present, at each beach transect at the time of sample collection.

**Debris.** The amount of debris in the water and on the beach was estimated as either low, moderate or high based upon percent surface coverage. Classification of waste types included: street litter, food related waste, medical items, sewage related waste, building materials, fishing related litter, household waste or other types of waste.

The **number of people** on the beach and in the water was recorded, as actual numbers present at the time of sample collection, as well as the type of activity they were engaged in, i.e. swimming, sunbathing, boating, walking, etc.

## **Annual Beach Sanitary Surveys**

### **Collection of Sediment Samples**

Sediments cores were collected from each of the three sampling transects at the following locations: the berm crest (the area actively influenced by waves), the middle beach (10 m behind the berm crest), and the back beach (20 m behind the berm crest), and submerged (at the depth of regulatory sample collection).

All sediment samples were collected manually with an AMS stainless steel slotted soil recovery probe (Art's Manufacturing and Supply, American Falls, Idaho, US) with a 2.8 cm bore and sterilized butyrate liners with end caps. The sterilized butyrate liners were placed at the laboratory using removable tape, one for each sample to be collected, and placed in clean Ziploc bags (S. C. Johnson, A Family Company, Racine, WI, US). At the site of collection, a liner was removed from the Ziploc bag and placed within the soil recovery probe whose interior had been previously coated with a light layer of silicone spray to aid in the successful removal of the liner. The sample was collected by holding the apparatus parallel to the beach sand, firmly pressing the soil recovery probe into the sediment and then removing it in the same manner. After sample collection the liner was extracted by removing the handle and grasping the exposed exterior edge of the liner being careful not to disturb the core or contaminate the sample. Once a sufficient portion of the liner had been withdrawn from the probe an end cap was placed on the exposed end, the probe up-ended and the liner withdrawn completely and capped on the opposite end. The soil recovery probe was then rinsed with water and the procedure was repeated once for each sample to be collected. All samples were obtained between 10:00 am and 12:00 pm and returned to the laboratory on ice packs. Analysis for *E. coli* concentration in sediments was conducted within four hours of sediment sample collection.

#### **Beach Slope and Size Measurements**

Beach length and width were measured using a 60 meter tape measure. Beach length was defined as the measure of the dimension of the beach parallel to the shoreline. Beach width, the measurement of the dimension of the beach perpendicular to the shoreline, was measured both from the high-water mark to the edge of the beach and from the current position of the berm crest (on the day sites were assessed) to the edge of the beach. The change in elevation along the beach width was measured using two wooden poles, a pair of line levels and a high tension string. One wooden pole was placed at the edge of the beach and the other wooden pole was placed at the high water mark (determined by the edge of debris field left from receding water or by personnel observation). The high tension string was attached to both poles and pulled taut to increase tension on the string. The height of the string was adjusted until the string was deemed level using the pair of line levels. The length between the sediments and the height of the string were measured on each wooden pole. The difference between the height of the string on the wooden pole at the high water mark and the height of the string on wooden pole at the edge of beach represented the change in elevation over the beach width. The change in elevation across the beach width was divided by the width of the beach and multiplied by 100% to determine the slope of the beach (reported as % grade).

#### **Laboratory Methods**

##### **E. coli Enumeration from Surface Water Samples**

*E. coli* was enumerated in water samples using IDEXX Colilert 18® or IDEXX Colilert® (IDEXX, Inc., Westbrook, ME), a selective cultural identification method utilizing bacterial enzymatic activity and differential substrates, for the detection of *E. coli* according to previously established laboratory protocols. In brief, water samples were processed either undiluted (100 ml) or diluted, either 1:10 (10 ml of sample + 90 ml sterile distilled water) or 1:100 (1.0 ml sample + 99 ml of sterile distilled water) based on visual inspection of the sample (using sample cloudiness as an estimation of gross turbidity). The sample to be tested was then mixed with reagent and placed in a Quanti-Tray/2000 according to

manufacturer's instructions (Colilert-18® product insert, IDEXX Laboratories, Westbrook, ME, US). Quanti-Trays were sealed using an IDEXX Quanti-Tray® sealer and placed in a 35 °C ± 0.5 ° C incubator for 18 hours (Colilert-18®) or 24 hours (Colilert®). A quality control organism (*E. coli* ATCC #25922) was run once daily to validate (qualitative) test performance, i.e. a positive test reaction. Following incubation, Quanti-Tray wells were read for yellow color indicating onitrophenyl β-D-galactopyranoside (ONPG) hydrolysis (confirmatory for the presence of total coliforms) and fluorescence, indicating 4-methyl-umbelliferyl β-D-glucuronide (MUG) cleavage (confirmatory for the presence of *E. coli*), with the aid of a UV light box (366 nm). Wells producing fluorescence in the absence of yellow color were determined to be false readings (*E. coli* would be classified as a total coliform and therefore should be detected by this method as such, according to the manufacturer). The number of wells producing fluorescence was compared to the provided MPN table to enumerate *E. coli* as MPN/100ml (Most Probable Number of *E. coli* per 100ml). *E. coli* concentrations below the detection limit were reported as half of the detection limit, the reciprocal of the dilution factor, i.e. <10 MPN/100 ml was reported as 5 MPN/100 ml (most dilutions were 10ml of sample with 90ml of sterile water and the detection limit was 10 MPN/100ml *E. coli*).

#### **Enumeration of *E. coli* in Sediment Samples**

Sediment cores were weighed (expressed in grams) and the length of cores were measured (in cm) upon arrival at the laboratory. After measuring the weight and length of sediment cores, the entire sediment core was aseptically transferred into a sterile container and 99 ml of sterile phosphate buffer with MgCl<sub>2</sub> (Hardy Diagnostic or Hach®, pH 7.2 +/- 0.2) was added. Samples were mechanically agitated for 30 seconds to suspend sediment attached *E. coli* into the phosphate buffer solution. The use of Colilert-18® was employed to determine *E. coli* concentrations in sediments as per above. Serial dilutions of the sediment - phosphate buffer solution were performed to yield a 100 ml total volume using sterile deionized water, generally 1 – 5 ml of sediment-buffer suspension to 99 or 95 ml of water. The enumerated *E. coli* concentration (expressed as MPN/100 ml) was multiplied by the dilution factor employed, and divided by the sediment core weight to express *E. coli* concentration as MPN per gram of sediment wet weight. The MPN/gram wet weight was then divided by a factor determined by drying each individual sample to convert the concentration into MPN/gram dry weight (data not shown).

#### **Sediment Moisture Content, Grain Size and Uniformity Coefficient**

Following bacterial enumeration from sediments, each sediment sample was dried to determine water content and facilitate sediment size determination. Sediments were placed into an incubator at approximately 35°C for a period of approximately three weeks until completely dry. After a period of two weeks, several representative samples of sediments were weighed; a week later, these samples were reweighed. If there was not a change in mass in any representative sample, all sediment samples were deemed dry. The weight of the dried sediments were recorded and compared to the wet weight of sediment samples to determine water content. Following drying, all sediments from the same sampling location were combined to form a single composite sample (i.e. all samples located at the berm crest at a specific transect were combined into a single sample).

Once composited, sediment grain size analysis was conducted using method ASTM C 136-05 (ASTM, 2006) at the University of Wisconsin-Parkside Geosciences Department Laboratory. In brief, samples were placed into a stack of progressively finer sieves that allow sediments finer than 8, 4.76, 1, 0.5, 0.21, 0.125, 0.074 millimeters to pass through. This stack of sediment sieves was then placed onto a mechanical shaker for at least three minutes to separate sediments into size fractions. Following mechanical agitation, the fraction of sediments remaining on each sieve was weighed. The mean grain diameter and uniformity coefficient were calculated using standard graphical techniques based on the proportion of sediments retained on each sieve (Folk and Ward, 1957; Hazen, 1900). Mean grain size

was determined using equation Eq (1), where  $\Phi$  (phi) was determined by equation 2 Eq (2). In Eq (2),  $d$  represents the diameter of a particle in millimeters.  $\Phi_{16}$ ,  $\Phi_{50}$  and  $\Phi_{84}$  were determined through graphical methods.  $\Phi_{16}$ ,  $\Phi_{50}$  and  $\Phi_{84}$  represent the phi size of the particles distributed at the 16<sup>th</sup>, 50<sup>th</sup> and 84<sup>th</sup> percentile respectively. The uniformity coefficient ( $C_u$ ) was determined using equation Eq (3).  $D_{60}$  and  $D_{10}$  represent the diameter of particles for which 60 and 10% of particles are finer than. A  $C_u$  less than four is considered a well sorted sediment sample and a  $C_u$  greater than six is considered a poorly sorted sediment sample. Combined sediment samples were further described using the Unified Soil Classification System (ASTM, 2011).

Equations used to calculate grain size and uniformity:

$$\text{Eq.1 Mean grain size } (\Phi) = \frac{\Phi_{16} + \Phi_{50} + \Phi_{84}}{3}$$

$$\text{Eq.2 } \Phi = -\log_2(d)$$

$$\text{Eq.3 } C_u = \frac{D_{60}}{D_{10}}$$

## Statistical Analysis

A number of basic statistical analyses were conducted to determine conditions impacting water quality. All *E. coli* concentration data was log-normalized to partially satisfy statistical conditions of normality and equal variance. All qualitative variables, such as degree of cloud cover were converted into ordinal values (given a ranking compared to other possible qualitative variables). Other qualitative variables generally expressed as either present or absent, i.e. “odor present/absent), were assigned binary values of 1 (condition present) or 0 (condition absent). The amounts of gulls, geese, or ducks (individually) were sometimes converted into a binary variable of 1 or 0 which denoted the presence of the bird. This was due to the fact that the counted numbers of birds was highly variable and tallies observed were only comprised of a single observation at the time of sample collection and are not reflective of the total potential fecal loading capacity that might be present at the study site. For example, it is possible that high numbers of birds could have been at a specific transect on the beach prior to the arrival of the technician and hence were not accounted for in the sanitary survey due to the limited temporal variation. This may be the case for other variables as well; artifacts related to potential variation in water quality may have been short lived in some situations and may have not been observable when sanitary surveys were conducted.

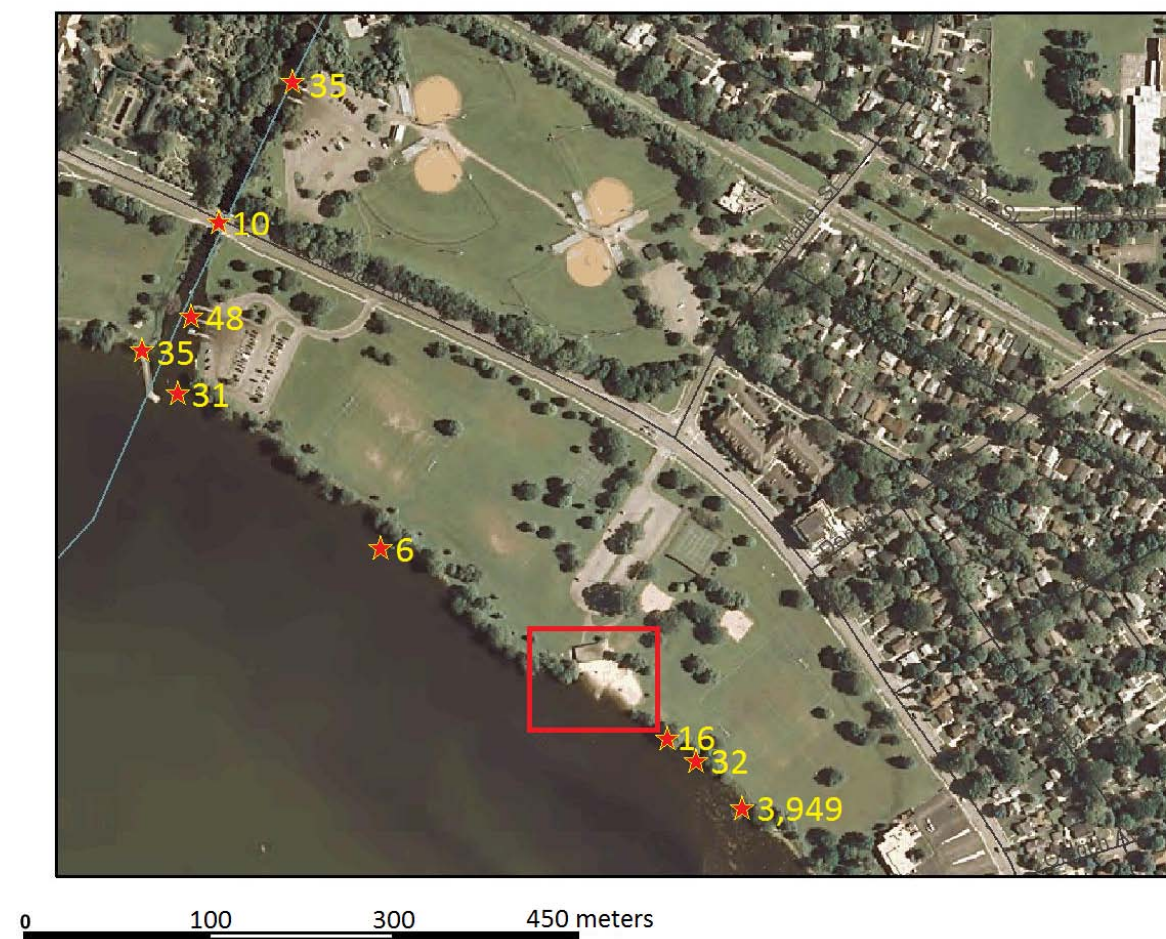
Microsoft® Office Excel data analysis ToolPak was used to calculate descriptive statistics of every variable collected throughout the sampling season and was used to compute Pearson’s Product Moment correlation coefficient ( $r$ - value) between every possible combination of variables. Minimum significant  $r$  values ( $\alpha < 0.05$ ,  $p < 0.05$ ) were identified for every pair of variables based upon the degree of freedom present in the analysis. Trend analysis was accomplished through the generation of scatter plots and the application of linear regression analysis ( $R^2$  value), in particular targeting variables with significant  $r$  values. If any variable, such as long shore current or wind direction, appeared to be explanatory for total *E. coli* concentrations (i.e. a southerly wind), SigmaPlot® (Systat Software, Inc., San Jose, CA) was used to determine if the averages or means were significantly different. SigmaPlot® processes data through normality tests such as the Shapiro-Wilk test and equal variance tests to determine if parametric or non-parametric tests were indicated based upon data distribution. P values of  $< 0.05$  were considered significant, unless otherwise noted. When comparing the means of multiple

groups, analysis of variance (ANOVA one way) was employed. Test for normalcy and equal variance were used to determine what post-hoc treatments including Tukey-Kramer Method, Bonferroni-Dunn test, and Kruskal-Wallis method amongst others. The type of test or post-hoc analysis performed is specified throughout the discussion and results of this report.

## RESULTS

### Surface Water Quality

**Olbrich Park Beach.** *E. coli* concentrations were determined in 100 surface water samples collected at Olbrich Park Beach (center of the beach) by MDCPH from 2007 through 2012. *E. coli* concentrations did not vary based upon the year samples were collected ( $p=0.708$ ). Log mean *E. coli* concentrations averaged 2.24 ( $\sigma=0.67$ ) (geometric mean= 175 MPN/100ml). Overall, 39 and 16 percent of samples collected from 2007 through 2012 exceeded *E. coli* concentrations of 235 and 1,000 MPN/100ml respectively. A single surface water sample collected by the RHD as part of the annual sanitary process exceeded recreational water quality standards ( $>235$  MPN/100ml but  $< 1,000$  MPN/100ml) (Figures-5 and 6).



**Figure 5:** Geometric mean of RHD sampling results. The stormwater outfall is designated by red star at the far right of the figure. Results for the area highlighted by the red square are in Figure 6.

**Stormwater Outfall.** Three grab samples were collected adjacent to the outfall east of the beach during dry weather events; one each in 2010 2011 and 2012. The *E. coli* concentrations were 41

MPN/100ml in 2010, 173,329 MPN/100ml in 2011 and 8,664 MPN/100ml in 2012 (GM = 3949 MPN/100ml, Figure-5). The single sample maximum of *E. coli* samples collected in 2011 and 2012 exceeded water quality standards. Surface water samples collected by RHD did not show any significant trends or gradients regarding the distribution of *E. coli* in the nearshore environment as a function of stormwater outfall discharge (Figure 6). However, the outfall was partially submerged on all dates samples were collected and concentrations may not have been reflective of the effluent discharged from the outfall as there was no evidence of discharge. Dense, partially decayed, macrophytes were present surrounding the discharge location (Figure-7) which may have influenced *E. coli* concentrations; this was not the case in 2010.



**Figure 6.** Geometric mean of RHD sampling results near the beach area of Olbrich Park.



**Figure 7:** Stormwater outfall east of Olbrich Park Beach on September 23<sup>rd</sup>, 2011. Dense partially decayed macrophytes were present near the discharge point. Similar conditions were present on October 2<sup>nd</sup>, 2012.

**Starkweather Creek.** *E. coli* concentrations in monthly samples (July 2009 through March 2011) collected by MDCPH (dry weather events) ranged in concentration from 20 to 460 MPN/100ml (n=16);

the geometric mean was 73 MPN/100ml. Three samples collected were preceded by rainfall (0.03, 0.17 cm and 0.25 cm); associated *E. coli* concentrations were 224, 68 and 23 MPN/100ml respectively. Water samples collected by the USGS during wet weather flow events (n=141) contained significantly greater amounts of *E. coli* ( $p < 0.001$ ). *E. coli* concentrations ranged from 10 MPN/100ml to above the detection limit (>24,192 MPN/100ml) with a geometric mean of 1,290 MPN/100ml. When samples exceeded the maximum detection value, they were treated as the maximum detection value (24,192 MPN/100 ml) for statistical purposes.

#### **Routine Beach Sanitary Survey Data**

***Insularity and air temperature.*** There was no relationship between *E. coli* concentrations and the amount of cloud cover or air temperature (data not shown).

***Precipitation.*** Precipitation events of 0.13cm (0.05”) or greater occurred prior to sampling on 23 days. The largest precipitation event preceding water sample collection was 4.96 cm (1.95” on July 5<sup>th</sup>, 2007). The mean log normalized *E. coli* concentration in surface water samples following precipitation events of 0.13 cm or greater was 2.47 MPN/100ml (n=23,  $\sigma=0.65$ ). The mean log normalized *E. coli* concentration for dry weather sampling events was 2.18 MPN/100ml (n=77,  $\sigma=0.68$ ); a non-significant difference ( $p=0.070$ ).

***Turbidity.*** Turbidity was described by MDCPH as zero (30 days), one (20 days), two (20 days), three (19 days), four (8 days), and five (3 days) (increased turbidity is associated with higher ordinal value; see Methods section). There was a positive correlation between the log normalized *E. coli* concentration in surface water samples and ordinal turbidity values (n=100,  $r=0.458$ ,  $p<0.001$ ). Of the samples that exceeded 1,000 MPN/100ml, zero (0.0%), one (5.0%), three (15.0%), four (21.1%), five (62.5%) and three (100%) were associated with turbidity values of zero, one, two, three, four and five respectively. *Water color*, on days that sampling occurred, was described as being clear (n=53), brown (n=32) or green (n=12). When the water was described as clear the mean log normalized *E. coli* concentration was 2.11 MPN/100ml (n=53,  $\sigma=0.66$ ), 2.44 MPN/100ml (n=32,  $\sigma=0.68$ ) when brown, and 2.44 MPN/100ml (n=12,  $\sigma=0.66$ ) when green. *E. coli* concentrations did not differ significantly based upon water color ( $p=0.0607$ ).

***Water temperature.*** There was no relationship between *E. coli* concentrations and the amount of cloud cover or air temperature (data not shown).

***Longshore current.*** There was no relationship between *E. coli* concentrations and the amount of cloud cover or air temperature (data not shown).

***Wave height and intensity.*** Wave height was described using ordinal values of zero (16 days), one (53 days), two (21 days), three (3 days), four (4 days), and five (1 day) (increased wave height is associated with higher ordinal value; see Methods section). A statistically significant positive correlation between ordinal wave height and log normalized *E. coli* concentrations was present (n=98,  $r=0.293$ ,  $p=0.003$ ). One (6.3%) three (5.7%), seven (33.3%), two (66.7%), three (75.0%) and zero (zero out of one) samples exceeded water quality standards (>1,000 MPN/100ml) when waves were described using values of zero, one, two, three, four and five respectively. There was also a positive correlation between the observed wave height (estimated) and ordinal turbidity values (n=98,  $r=0.417$ ,  $p<0.001$ ). There was insufficient data to conduct statistical analyses on wave intensity.

***Algae and aquatic macrophytes.*** The amount of *macrophytes* (“weeds”) present, on the dates samples were collected, was described as zero (34 days), one (41 days), two (13 days), three (8 days), four (3 days) and five (1 day) between 2007 and 2012 (an increasing ordinal value indicates a greater amount of vegetation present; see Methods section). There was a statistically significant correlation

between log normalized *E. coli* concentrations and ordinal macrophyte values ( $n=100$ ,  $r=0.229$ ,  $p=0.022$ ). Eight (23.5%), two (4.9%), zero (0.0%), four (50.0%) one (33.3%) and one (100.0%) sample(s) exceeded water quality standards when the amount of weeds were described with values of zero, one, two, three, four and five respectively.

The amount of ***algae stranded on the beach*** was described using ordinal values of zero (70 days), one (11 days), two (8 days), three (7 days), four (4 days) and five (0 days) (an increasing ordinal value indicates a greater amount of algae present; see Methods section). Mean log normalized bacteria concentrations did not differ when algae was noted as stranded on the beach ( $n=30$ , mean= 2.29,  $\sigma=0.67$ ) versus when absent ( $n=70$ , mean=2.22,  $\sigma=0.69$ ) ( $p=0.651$ , ANOVA).

The ***amount of algae in the water*** was noted using ordinal values of zero (51 days), one (14 days), two (19 days), three (12 days), four (4 days) and five (0 days) (an increasing ordinal value indicates a greater amount of algae present; see Methods section). There was no a difference in mean log normalized bacteria concentrations when algae was noted as present in the water ( $n=49$ , mean= 2.13,  $\sigma=0.66$ ) versus when absent ( $n=51$ , mean=2.35,  $\sigma=0.69$ ) ( $p=0.106$ ).

***Animals.*** Wildlife species data was available for 2010 through 2012. On 38 sampling dates over this period, there were on average 144, five and 124 ducks, gulls and geese respectively. Other unspecified types of wildlife (50 observed on 10 separate days) and animal feces (observed on 31/38 days) were also present on the beach on. *E. coli* concentrations did not correlate with the type (each species,  $p>0.05$ ) or number ( $p>0.05$ ) of wildlife present. With limited data sets regarding the number of wildlife present on each date during this time period, it was not possible to determine the significance of any trends with confidence.

***Debris.*** Debris noted at Olbrich Park Beach consisted primarily of wrack, i.e. leaves, sticks, algae, aquatic macrophytes, and animal feathers/feces. Low amount so anthropogenic waste were noted at the time of the annual sanitary surveys and included: toys, articles of clothing, shoes, and food-related waste.

***Beach Usage.*** Olbrich Park averaged approximately three people per day from 2007 – 2012. Of those, one third was in the water and two-thirds were on the beach. Due to the low beach usage, bather shedding is unlikely to be a significant source of contamination. The time of day when data was collected varied and the number of people observed may not be reflective of actual beach usage. Additionally, other factors may influence beach usage including day of week, (i.e. weekends and holidays), weather and beach conditions. Since these values represent weekday, early morning data, they likely do not represent peak or overall beach usage.

### **Annual Beach Sanitary Survey Data**

***Beach sands.*** Seventeen sediments samples were collected by RHD and *E. coli* enumerated on each of three dates from 2010 – 2012: October 12<sup>th</sup>, 2010, September 23<sup>rd</sup>, 2011 and October 2<sup>nd</sup>, 2012. Both submerged sediment samples ( $n = 5$ ) and onshore samples were collected: berm crest ( $n=6$ ), ordinary high water mark ( $n=2$ ), mid- beach ( $n=2$ , 10 meters from the berm crest), and back beach ( $n=2$ , 20 meters from the berm crest). Sediment sample collection locations were evenly distributed between the two lobes of the beach; east ( $n=8$ ) and west side ( $n=8$ ). A single sample was collected from the center of the beach (off the promontory,  $n=1$ ). Samples from 2010 were analyzed to determine dominate grain size and uniformity coefficients. Sediments at Olbrich Park Beach were well sorted and described primarily as sands although some locations had the inclusion of small amounts of gravel (<10% gravel by weight) (Table-1). Uniformity coefficients were all below four (well sorted) and mean sediment grain size ranged from 0.18 to 0.43 mm. Sediment composition did not change from 2010 to

2012. Therefore, the 2010 grain size and uniformity coefficients were considered representative of conditions throughout the study period. The color of some submerged sediment samples changed from yellow to a gray color at a depth of approximately 2.5 cm (1") in samples collected in each year; this may indicate increasing anoxic conditions with depth.

*E. coli* concentrations were higher in berm crest sediments (n=18, log mean=3.45\_CFU/100g,  $\sigma$ =1.00) than in submerged samples (n=10, log mean= 2.52,  $\sigma$ =0.62, p=0.019), however not statistically different (Table-1). *E. coli* concentrations in submerged sediments were low at all times/locations except for one occasion in 2010. *E. coli* density in samples collected from the back beach, middle beach and the ordinary high water mark (combined data, n=18, log mean= 2.80 CFU/100g,  $\sigma$ =1.06) were also not significantly from either the berm crest (p=0.124) or submerged samples (p=0.94). *E. coli* concentrations did not differ in samples collected on the east versus west side, all positions (p=0.085 – 0.937).

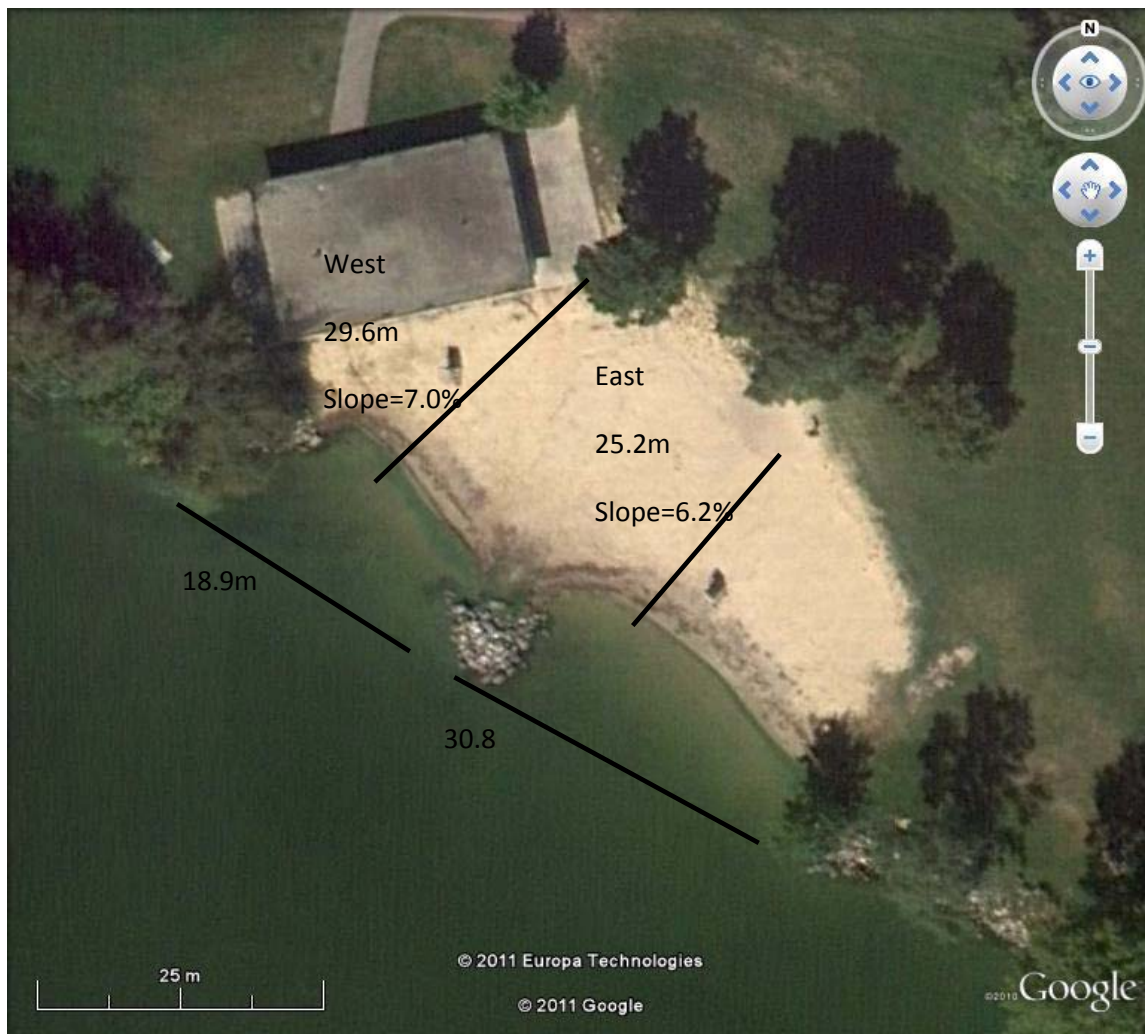
Location	n	Uniformity Coefficient	Mean Sediment size (mm)	Sediment Description	Log <i>E. coli</i> (MPN/100grams sediment dry weight)					
					2010		2011		2012	
West End of Beach					Mean	$\sigma$	Mean	$\sigma$	Mean	$\sigma$
Berm Crest	3	2.47	0.33	Well sorted sand with trace gravel (SP)	3.68	0.45	3.56	1.22	3.06	0.65
Middle Beach	1	2.67	0.29	Well sorted Sand (SP)	3.45	---	2.03	---	1.83	---
Back Beach	1	2.48	0.18	Well sorted Sand (SP)	1.77	---	2.13	---	1.78	---
High Water Mark	1	2.53	0.41	Well sorted sand with few gravels (SP)	2.31	---	3.04	---	2.97	---
East End of Beach										
Berm Crest	3	3.50	0.43	Well sorted sand with trace gravel (SP)	3.59	0.17	4.97	0.70	3.64	0.81
Middle Beach	1	3.37	0.22	Well sorted Sand (SP)	3.44	---	3.20	---	1.77	---
Back Beach	1	2.50	0.21	Well sorted Sand (SP)	1.72	---	3.11	---	1.73	---
High Water Mark	1	2.50	0.43	Well sorted sand with trace gravel (SP)	1.71	---	4.92	---	2.10	---
In Water (depth)										
West (0.3 m)	1	2.08	0.23	Well sorted sand with trace gravel (SP)	2.42	---	2.41	---	2.57	
West (0.6 m)	1	2.50	0.23	Well sorted Sand (SP)	2.82	---	2.06	---	1.67	
East (0.3m)	1	2.00	0.27	Well sorted Sand (SP)	2.35	---	2.11	---	2.39	
East (0.6m)	1	2.50	0.33	Well sorted sand with few gravels (SP)	4.45	---	2.24	---	2.43	
Promontory (0.6m)	1	3.18	0.27	Well sorted sand with few gravels (SP)	2.90	---	2.73	---	2.27	

**Table 1.** Mean sediment grain size, uniformity coefficient, sediment description and *E. coli* concentrations.

**Physical Attributes of Olbrich Park Beach.** Olbrich Park Beach is divided into two separate lobes, an eastern and western lobe, separated by a rocky promontory (Figure-8). The length of the beach, the measurement of dimension parallel to the water, was 49.7 meters. The eastern lobe was 30.8 meters in length and the western lobe was 18.9 meters. The width of the beach, measured from the water to the interface between the beach sand and the turf grass, was 29.6 meters on the western side and 25.2 meters on the eastern side of the beach. Beach slopes were 7.0 and 6.2% gradient on the west and east side of the beach respectively. On the west side of the beach, it was 8.1, 9.8, 17.2 and 61.0 meters from

the shore line to where water depth was 0.3, 0.6, 0.9 and 1.2 meters respectively. On The east side of the beach it was 6.7, 9.8, 20.4 and 47.0 meters from the shoreline to where water depth was 0.3, 0.6, 0.9 and 1.2 meters respectively.

The physical configuration of Olbrich Park Beach could impact water quality. Lobed, or teacup shaped, beaches may prevent adequate flushing of nearshore areas due to interrupted longshore currents.



**Figure 8.** Average beach slope measurements and dimensions of Olbrich Park obtained during the annual sanitary surveys by the RHD (2010 – 2012).

## **CONCLUSIONS**

**Point sources** that potentially influenced water quality at Olbrich Park include Starkweather Creek and a stormwater outfall 120 meters to the east of the beach.

*E. coli* concentrations were significantly higher in samples from Starkweather Creek collected by the USGS during wet weather events when compared to dry weather samples collected by MDCPH. However, some of the variation maybe explained by the protocols used by the USGS during sample collection (i.e. samples were not intended for biological purpose). *E. coli* concentrations in Starkweather

Creek during precipitation events were potentially high enough to negatively influence water quality at Olbrich Park Beach based upon USGS data. However, the presence of an active point source does not indicate water quality impairment. Additional hydrodynamic studies must be conducted to determine if conditions are favorable to promote mixing during high flow conditions. At the time of this study, the hydrodynamics following precipitation events are not known. Low *E. coli* concentrations in samples collected from Starkweather Creek during dry weather suggests this is not a significant source of bacteria under low flow conditions.

Water samples collected adjacent to the stormwater outfall east of the beach during dry weather had a low *E. coli* concentration on one occasion and highly elevated *E. coli* concentrations on two other occasions. No noticeable discharge was present from the outfall on any of the dates. On the dates elevated *E. coli* concentrations were present, high densities of macrophytes were noted adjacent to the outfall, which may have influenced *E. coli* concentrations (high densities of macrophytes in beach water were associated with higher *E. coli* concentrations). With few samples and a large variability in sample results it is unclear the influence this outfall has on adjacent water quality, although there was not any distinguishable trends of high bacteria concentrations near this outfall on dates when intensive sampling was conducted by RHD. It is not clear if this outfall behaves as a source of water quality impairment during precipitation events; further event-based monitoring is required to further characterize this potential source.

**Non-point source** pollution is also likely to have an adverse impact on water quality at Olbrich Park Beach. Associations between environmental conditions and FIB concentrations can help determine the relative contribution when it is significant.

Multiple environmental factors appeared to explain a portion of the elevated bacteria concentrations at Olbrich Park Beach. An analysis conducted on ambient water quality results from 2002 through 2008 (n=252) indicated a statistically significant relationship between increasing *E. coli* concentrations and precipitation events. Analysis of data from 2007 through 2012 did not yield the same relationship when examining precipitation events of greater than 0.13 cm (0.05") in the 24-hour period prior to sample collection. However, a greater rate of beach closures (*E. coli* >1,000MPN/100ml) was associated with prior precipitation (21.7%) compared to dry weather (10.4%). Therefore, rainfall may partially explain decreased water quality; however, the majority of instances with poor water quality were not associated with precipitation. Large amounts of impervious surface adjacent to the beach, steep slopes on the beach, and evidence of localized runoff may amplify the influence of precipitation.

Turbidity measures the ability of a medium to scatter light; this is a measurement of water clarity. Several processes can increase the amount of turbidity in the nearshore area including high amounts of suspended algae in the nearshore water, increased wave activity that may introduce fine particles into the water column and point sources such as tributaries or stormwater outlets. Increased turbidity decreases the amount of bacteria that is deactivated by sunlight. Increased turbidity and wave intensity were both associated with poor water quality during the study period. All water samples in exceedance of water quality standards were associated with higher ordinal turbidity values (greater than zero). Additionally, wave intensity and turbidity were related. Elevated turbidity values were associated with increased wave height likely due to the re-suspension of particles with increased wave action. Turbidity may also serve as an indicator of increased sediment, algae and water interactions. If turbidity levels can be associated with direct (point) sources, the delineation of a plume may represent the geospatial extent of contamination associated with that source. Elevated bacteria levels within the delineated area would confirm the association between that source and water quality impairment.

Changes in water color, from clear to either green or brown, were not significantly associated with elevated bacteria concentrations. However, the presence of aquatic macrophytes washed ashore or in the water was significantly associated with elevated bacteria concentrations. Macrophytes may provide a potential source for *E. coli* to attach and prevent inactivation due to sunlight exposure. Macroalgal species such as *Cladophora* have been associated with higher *E. coli* concentrations in the Great Lakes (Englebert et al, 2008; Byappanahalli et al, 2007; Byappanahalli et al, 2009). Additionally, the presence of excess macrophytes may deter beach users. Stranded or submerged algae were not associated with elevated bacteria concentrations. However, depending upon the species of algae present in the water (*Microcystis* or other harmful algal blooms), health concerns associated harmful algal blooms may be of greater public health concern.

Insufficient (none) data existed to conduct water quality comparisons in relation to the presence of wildlife from 2007 through 2009. Wildlife and the presence of feces were observed on numerous dates during 2010 through 2012; poor water quality was not associated with the presence of feces or wildlife. However, evidence of fecal matter may have been present on some dates but not obvious. Short turf grass surrounding the beach with little topographical relief may promote an environment favorable for wildlife such as geese, gulls and ducks. Previous studies conducted by the RHD demonstrated a correlation between the evidence of gulls and increased FIB concentrations in foreshore sands (Koski and Kinzelman, 2009). Further, water samples collected near areas where wildlife frequent often contains evidence of wildlife markers and elevated *E. coli* concentrations (Lu et al, 2011).

The number of bathers in the water at the beach was generally low and likely did not contribute directly to the elevated FIB concentrations observed.

Although only a limited number of sediment sampling event occurred during the study period, if the results were representative of relative conditions, higher bacteria concentrations were present in sediments collected at the berm crest. Considering the active transport mechanisms at play at the land/water interface, this may suggest that water-washed bacteria may enter the lake thereby adversely influencing nearshore water quality. Submerged sediments generally had low bacteria concentrations, possibly due to anoxic conditions in sediments at depth, and therefore re-suspension of submerged sediments is likely not a significant influence on surface water quality.

## **RECOMMENDATIONS**

Sources of water quality impairments should continue to be investigated. Through the proper identification of sources of water quality impairments, effective remediation strategies can be developed resulting in improved public health and increased recreational opportunities. Point sources that may influence water quality include a stormwater outfall adjacent to the beach and Starkweather Creek. Current monitoring suggests these are not sources during dry weather conditions. It is not clear if the outfall adjacent to the beach contributes to elevated bacteria concentrations following precipitation events; further sampling is recommended. Starkweather creek may behave as a source of FIB following precipitation events; however, uncertainties exist concerning whether hydrodynamics favor mixing following precipitation. Until these sources are further characterized, it is unclear if and under what conditions they may influence recreational water quality at Olbrich Park.

Elevated *E. coli* concentrations in berm crest sediments and in water with increased wave height and turbidity suggests elevated concentrations may be partially explained by bacteria introduced to the nearshore waters from sediments. Concentrations in sediments can be reduced, possibly enabling a reduction in water *E. coli* concentrations, by implementing a shoreline grooming strategy. Numerous companies sell mechanical beach grooming products; however, due to the relatively small size of the beach, grooming the beach near the shoreline with a thatching rake, available at local hardware or

gardening store, would suffice. Removal of wrack/debris and deep grooming of wet or damp sediments to facilitate drying has been shown to decrease sediment bacteria concentrations (Kinzelman et al, 2004b; Kinzelman et al, 2003). Conversely, compacted sands may provide a more favorable environment for the persistence or replication of sediment associated FIB. A reduction of shoreline wrack and litter may also reduce wildlife numbers by removing a food source. It may be possible to engage with local environmental groups or have life guards (if actively used) facilitate these efforts.

Modifications made to structures and areas surrounding the beach may result in water quality improvements. Repairs made to the gutter system of the structure adjacent to the beach, the redirection of surface runoff from the rooftop, sidewalks and adjacent parking lot to a rain garden/vegetated swale and/or rain barrels may reduce erosion of the beach face and reduce runoff. Grading or terracing the beach to reduce the slope of the beach may also reduce runoff and improve aesthetics. Further, allowing native grasses, rather than turf grass, to grow adjacent to the beach may reduce nuisance wildlife (geese, gulls, ducks) habitation of the beach, reduce runoff, improve aesthetics and serve as an extension to adjacent gardens.

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## **Appendix A**

US EPA Routine On-site Sanitary Survey Form for the Great Lakes



## GREAT LAKES BEACHES ROUTINE ON-SITE SANITARY SURVEY

Name of Beach:	Date and Time of Survey:
Beach ID:	Surveyor Name(s):
Sampling Station(s)/ID:	Surveyor Affiliation:
STORET Organizational ID:	

## PART I – GENERAL BEACH CONDITIONS

Air Temperature: \_\_\_\_\_ °C or °F | Wind: Speed (mph) \_\_\_\_\_  
Direction (e.g., E or 90°) \_\_\_\_\_ (From which direction the wind is coming)

Rainfall: ☐ <24 hours ☐ <48 hours ☐ <72 ☐ >72 hours since last rain event and \_\_\_\_\_ inches or \_\_\_\_\_ cm rainfall measured

Rain Intensity: ☐ Misting ☐ Light Rain ☐ Steady Rain ☐ Heavy Rain ☐ Other

Weather Conditions:

Sky Condition	<input type="checkbox"/> Sunny	<input type="checkbox"/> Mostly Sunny	<input type="checkbox"/> Partly Sunny	<input type="checkbox"/> Mostly Cloudy	<input type="checkbox"/> Cloudy
Amount of cloud coverage	No Clouds	1/8 to 2/8	3/8 to 1/2	5/8 to 7/8	Total Coverage

Wave Intensity: ☐ Calm ☐ Normal ☐ Rough Wave Height: \_\_\_\_\_ ft ☐ Estimated or ☐ Actual

Longshore current speed and direction (cm/sec, S or 180°): \_\_\_\_\_

Comments/Observations

## PART II – WATER QUALITY

Bacteria Samples Collected (list samples collected from beach water and potential pollution sources, if applicable—see Part IV)

Sample Point	Sample #	Parameter ( <i>E. coli</i> , enterococci, etc.)	Comments:

Water Temperature: \_\_\_\_\_ °C or °F Change in Color? ☐ yes ☐ no If yes, describe \_\_\_\_\_

Odor: ☐ None ☐ Septic ☐ Algae ☐ Sulfur ☐ Other \_\_\_\_\_

Turbidity: ☐ Clear ☐ Slightly Turbid ☐ Turbid ☐ Opaque or NTU: \_\_\_\_\_

Comments/Observations

## PART III – BATHER LOAD

Total number of people in the water: \_\_\_\_\_ Total number of people out of the water: \_\_\_\_\_

Total number of people at the beach: \_\_\_\_\_

List of Activities Seen (optional):

Type of Activity				
Number of People				

Comments/Observations



## GREAT LAKES BEACHES ROUTINE ON-SITE SANITARY SURVEY (continued)

## PART IV – POTENTIAL POLLUTION SOURCES

Sources of Discharge:

Type	River(s)	Pond(s)	Wetland(s)	Outfall(s)	Other (specify):
Name(s) of Source(s)					
Amount (H, M, L)					
Flow Rate (M/sec)					
Volume					
Characteristics					

Did you collect any bacteria samples from the sources listed in the table above? ☐ yes ☐ noIf "Yes", did you list the samples in the table in Part II, Water Quality? ☐ yes ☐ noFloatables present: ☐ yes ☐ no Please circle the following floatables if found:

Type	Street litter	Food-related litter	Medical items	Sewage-related	Building materials	Fishing related	Household waste	Other:
Example	Cigarette filters	Food packing, beverage containers	Syringes	Condoms, tampons	Pieces of wood, siding	Fishing line, nets, lures	Household trash, plastic bags	

Amount of Beach Debris/Litter on Beach: ☐ None ☐ Low (1-20%) ☐ Moderate (21-50%) ☐ High (>50%)

Type of Debris/Litter Found (please circle)

Type	Street litter	Food-related litter	Medical items	Sewage-related	Building materials	Fishing related	Household waste	Tar	Oil/Grease	Other:
Example	Cigarette filters	Food packing, beverage containers	Syringes	Condoms, tampons	Pieces of wood, siding	Fishing line, nets, lures	Household trash, plastic bags	Tar balls	Oil slick	

Amount of Algae in Nearshore Water: ☐ None ☐ Low (1-20%) ☐ Moderate (21-50%) ☐ High (>50%)Amount of Algae on Beach: ☐ None ☐ Low (1-20%) ☐ Moderate (21-50%) ☐ High (>50%)

Circle the types of algae found

Type	Periphyton	Globular	Free floating	Other
Description	Attached to rocks, stringy	Blobs of floating materials	No obvious mass of materials	Please describe

Circle the color of algae found

Light green	Bright green	Dark green	Yellow	Brown	Other
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Presence of Wildlife and Domestic Animals

Type	Geese	Gulls	Dogs	Other (specify)
Number				

List the number of each species of bird found dead on the beach

Type	Common loons	Herring gulls	Ring-billed gulls	Double crested cormorants	Long-tailed ducks	White-winged scoter	Horned grebes	Red-necked grebes	Other
Number found dead									

Number of dead fish found on the beach: \_\_\_\_\_

Comments/Observations (continue on back if necessary):

## Christianson, Eric

---

**From:** Jenn Jackson [jenniferjjackson@gmail.com]  
**Sent:** Monday, December 19, 2016 12:32 PM  
**To:** Gloede, Carl; Christianson, Eric; ferchocs@yahoo.com; Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; msd@foolproofplan.net; grades5@yahoo.com; Skidmore, Paul; Allen, Roger; Bidar-Sielaff, Shiva; sfletcher@uwsa.edu; tlc@mailbag.com  
**Cc:** Knepp, Eric; Oleksiak, Claire; Ahrens, David  
**Subject:** Olbrich Biergarten Opposition  
**Categories:** Eric

Dear Alcohol License Review Committee,

I am a resident of the Eastmorland Neighborhood and am writing to express my opposition to the proposed Olbrich Biergarten. It is my hope that you will have the opportunity to read this letter prior to the meeting on 12/21.

As was all too evident at their first appearance in front of the ALRC the BKM Group does not have a background in Development or in the Service Industry. Their lack of preparedness and inability to answers basic questions did not instill confidence in their ability to successfully execute, manage or run this large new tavern (you'll recall they hadn't even done the work to figure out which liquor license would be appropriate for their tavern). Thank you for deferring your decision and recognizing that they were not even close to being ready to implement their plan. Although they have worked to develop their plan since 11/16 there continue to be numerous issues that have not been addressed. Many are related to safety and security, for which most of their solutions are reliant on signs surrounding the biergarten and floating staff members (no one dedicated solely to monitor the biergarten).

The Parks Department and Parks Commission have indicated they are comfortable with BKM's transferrable skills 'in politics, law, and human resources' as adequate experience for developing and opening the Olbrich Biergarten. I hope you will recognize that being responsible for safely and lawfully serving alcohol to a 270 person capacity bar in a park with no enclosure requires more than experience in politics, law and human resources.

The Bar Manager they plan to hire will be a seasonal employee unlikely to work more than 7 months/year. BKM has stated that to address their own lack of industry experience they have over budgeted for this part time bar Manager position. This doesn't guarantee the person they hire will be qualified, it guarantees they will be paid well. BKM doesn't know enough about the Service Industry to identify all of the skills required of this pivotal bar Manager. Even if they were to hire someone who helped set up or worked for one of the Milwaukee biergartens, BKM is not able to provide the same service industry support that the large, established Milwaukee biergarten purveyors supply to their staff. There is also no guarantee that the bar Manager will return the next season, historical knowledge is unlikely to be passed on, this is also true of the rest of the seasonal employees. A seasonal bar with annual turnover of all or most of its staff is not a recipe for success.

At the ALRC meeting on 11/16 you heard that the BKM Group has done an exceptional job reaching out to the neighborhood. I want to make it very clear that this is not the case. They worked with Alder Ahrens to contact the President of our Community Association to schedule a presentation at a neighborhood association meeting (Alder Ahrens contact the ECA President). BKM did not assume responsibility to advertise either the presentation at the ECA meeting (12 people were in attendance)

or their required informal session on 10/27 (6 people not involved with the project attended). Due to the location of the beach house being more than 300 feet from any homes they did not contact any neighbors directly about their required 10/27 informational session. It seems that if they are focused on the neighborhood and if they did indeed do an 'exceptional' job of reaching out to the neighborhood that they should have realized it would be appropriate to minimally invite immediate neighbors.

As acknowledged by Alder Verveer at the 11/16 ALRC meeting it was clear that the neighborhood deserved the opportunity to learn about this project. Following the ALRC meeting a group of Eastmorland neighbors got together and organized a neighborhood meeting that included an overview of the project from Parks Commissioner David Wallner and a Power Point presentation by Mike Bare. On December 8<sup>th</sup> Alder Ahrens facilitated this meeting. Let me be clear, neither Alder Ahrens nor BKM set up this meeting. Alder Ahrens and the Parks Department found the location for the meeting (on City time, not the Developer's). Once the meeting was set up, the ECA distributed almost 1,000 fliers door to door (not paid for or assisted by BKM). Those who distributed fliers reported very few neighbors were even aware of the project. Some had heard about it but knew nothing more than there's a biergarten going in. Alder Ahrens arranged for approximately 200 postcards to be sent to homes in Eastmorland (again, not an effort by BKM). The only opportunity BKM has officially offered for residents to contact them with suggestions or concerns was one sentence in the 4<sup>th</sup> quarter ECA newsletter (they did say we could contact them at the 12/8 meeting but again, this was not something they orchestrated). I certainly do not feel this has been 'exceptional' communication in fact, it is less than adequate, even more so because this project is supposed to be about creating a space for the community to gather. Will this be their approach to developing the community feeling at the biergarten? Is this a reflection of their ability to communicate with their staff, the Parks Department, City Staff and the neighborhood moving forward? Can we afford to take on the role of educator and mentor for a 'developer' that we've hired to be experts in their field?

While I recognize some of these issues are not specifically alcohol related they do speak to the potential success or failure of the Olbrich Biergarten project and the reliability of BKM Group's ability to implement their Responsible Alcohol Consumption Action Plan.

Thank you for your time and consideration to stop this project.

Sincerely,

Jenn Jackson  
3730 Busse St.

## Christianson, Eric

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**From:** Cliffe Connor [cliffeconnor@gmail.com]  
**Sent:** Monday, December 19, 2016 11:54 AM  
**To:** licensing  
**Subject:** Olbrich Bier Garten

**Categories:** Eric

I am in favor of the Olbrich Biergarten,

I live at 2129 Winnebago Street  
Madison, WI 53704

## Christianson, Eric

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**From:** Mike Bare [mike.bare83@gmail.com]  
**Sent:** Tuesday, December 13, 2016 10:29 PM  
**To:** Knepp, Eric; Oleksiak, Claire; Wallner, David; Gnam, Emily; jllewis2@me.com; Leopold, Madelyn; Ragland, Nancy; All Alders; Ahrens, David; Park Commission; licensing; Gloede, Carl; Christianson, Eric; ferchocs@yahoo.com; Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; msd@foolproofplan.net; grades5@yahoo.com; Allen, Roger; sfletcher@uwsa.edu; tlc@mailbag.com  
**Subject:** Re: Concerned opposition to an Olbrich Park Beach biergarten  
**Attachments:** BKM Group - Letter to Parks Commission.pdf  
**Categories:** Eric

Dear Parks and ALRC Commission Members, Alders, and City Staff:

Thank you for your service to our community.

I'm writing as a co-owner of BKM Group, LLC, d/b/a Olbrich Biergarten. Tomorrow night, 12/14/16, the Board of Park Commissioners will consider our agreement with the City to provide placemaking services at Olbrich Park. We are very excited about opening this German-style biergarten.

The attached letter is addressed to the Board of Park Commissioners but responds to concerns that have been raised by neighbors. We hope you will include this in your consideration of our proposal.

Further information about our proposal is available at  
[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_www.olbrichbiergarten.com&d=CwIFaQ&c=byefhD2ZumMFFQYPZBagUCDuBiM9Q9twmxaBM0hCgII&r=08OdRUt4UVky1pa7ssZyodasdu69JJ1xh8fiwVVCXU&m=THIYR0oo54DtqCerzK0-vvOudV5OU0mcRqq4r5wKP28&s=MmQojGL2ltmwuYg5cIpuyiW9mt8coRLXIRqbI3tVT64&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A_www.olbrichbiergarten.com&d=CwIFaQ&c=byefhD2ZumMFFQYPZBagUCDuBiM9Q9twmxaBM0hCgII&r=08OdRUt4UVky1pa7ssZyodasdu69JJ1xh8fiwVVCXU&m=THIYR0oo54DtqCerzK0-vvOudV5OU0mcRqq4r5wKP28&s=MmQojGL2ltmwuYg5cIpuyiW9mt8coRLXIRqbI3tVT64&e=)

Thanks again,  
Mike

-----  
Mike Bare  
Co-Owner  
BKM Group, LLC d/b/a Olbrich Biergarten  
[mike.bare83@gmail.com](mailto:mike.bare83@gmail.com)  
608-620-3001  
[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_www.olbrichbiergarten.com&d=CwIFaQ&c=byefhD2ZumMFFQYPZBagUCDuBiM9Q9twmxaBM0hCgII&r=08OdRUt4UVky1pa7ssZyodasdu69JJ1xh8fiwVVCXU&m=THIYR0oo54DtqCerzK0-vvOudV5OU0mcRqq4r5wKP28&s=MmQojGL2ltmwuYg5cIpuyiW9mt8coRLXIRqbI3tVT64&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A_www.olbrichbiergarten.com&d=CwIFaQ&c=byefhD2ZumMFFQYPZBagUCDuBiM9Q9twmxaBM0hCgII&r=08OdRUt4UVky1pa7ssZyodasdu69JJ1xh8fiwVVCXU&m=THIYR0oo54DtqCerzK0-vvOudV5OU0mcRqq4r5wKP28&s=MmQojGL2ltmwuYg5cIpuyiW9mt8coRLXIRqbI3tVT64&e=)

## ***The BKM Group***

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December 13, 2016

Members

Board of Park Commissioners

210 Martin Luther King Jr. Blvd.

Madison, Wis. 53703

Re: Vendor Agreement for BKM Group, LLC, d/b/a Olbrich Biergarten

Members of the Board of Park Commissioners:

Thank you for considering us to be a vendor of placemaking services at Olbrich Park. We are honored to be selected as co-winners of this request for proposals. We look forward to continuing to work with City staff and the Board of Park Commissioners to create a safe and enjoyable experience.

We have conducted a significant amount of public outreach about this proposal and have received an overwhelmingly positive response to our proposal. As a result of feedback we have received from some neighbors and other stakeholders, we have made several adjustments to and clarifications about our plan.

Since being selected on September 19, 2016, we have met with the three adjacent neighborhood associations. Two of them, SASY Neighborhood Association and Lake Edge Neighborhood Association, have endorsed our proposal and have submitted letters of support for your consideration. We also held a public information session on October 27 at the Olbrich Park Beach House, and shared that event information with the three neighborhood association leaders. The Alcohol License Review Committee held a public hearing on our liquor license application on November 16, and plans to hold another hearing on December 21. We presented our proposal and answered questions at an additional public information session, hosted by Alder David Ahrens (District 15) on December 8. We have answered a list of 46 questions sent by neighbors. We have also attempted to answer all phone calls, emails and social media questions we have received.

Attached is a compilation of the feedback we have heard thus far and our responses.

In the next week, we plan to present our proposal to the Board of Directors of Olbrich Botanical Gardens and the Friends of Starkweather Creek.

The adjustments we have made to our plan include:

1. Prohibiting unaccompanied minors from entering the Biergarten premises;
2. Prohibiting smoking, e-cigs and tobacco use in the Biergarten area;
3. Ending amplified sound at the 9:30pm or 9:00pm last call (Note: The draft agreement with the City has a provision to move the last call to 9:00pm if certain conditions are met.);
4. Reducing our maximum capacity by 10% from 300 people down to 270 people. This will both reduce any potential noise and reduce the burden on the Park's parking lots.
5. Being open to a condition being placed on our liquor license requiring that the ALRC must approve our change in liquor agent to an experienced operating manager before beginning operations;
6. Designating one of the four special events we are allowed each year by our draft agreement with the City to be a benefit for the newly formed Friends of Olbrich Park.

We'd like to thank the Parks Department staff for their responsiveness and professional handling of this complex contract negotiation.

## ***The BKM Group***

The amount public outreach and engagement, along with these proposed changes to our plan, prove that we will be a responsible Parks vendor that is both accountable to and a benefit to the City of Madison, taxpayers, Olbrich Park users and stakeholders, and neighbors.

We respectfully request you approve our agreement.

Sincerely,



Michael Bare  
Co-Owner, BKM Group, LLC, d/b/a Olbrich Biergarten  
(608) 620-3001  
[mike.bare83@gmail.com](mailto:mike.bare83@gmail.com)  
<http://www.olbrichbiergarten.com>

Enclosures:

1. Draft "Responsible Alcohol Consumption Action Plan"
2. Responses to feedback we have heard about this proposal

# DRAFT

## Olbrich Biergarten Responsible Alcohol Consumption Action Plan

BKM Group, LLC, as part of their management of the Olbrich Biergarten, will execute the following Responsible Alcohol Consumption Action Plan. This plan is based on similar plans maintained by other Madison Parks vendors, evidence-based responsible alcohol consumption policies, and is the result of working with Madison Parks and incorporating feedback from the Madison Police Department, and other sources.

### **General alcohol-related policies and practices for staff and operation:**

1. All servers receive mandatory training by Olbrich Biergarten management and/or external experts.
2. All servers must complete Serv-Safe alcohol and Serv-Safe food training and present their certification to be kept on file at the Biergarten by the Operating Manager.
3. All servers are 21 or older.
4. Employees are not permitted to drink alcohol while on duty.
5. We have a licensed bartender on premises at all times.
6. Service and consumption of alcohol will be allowed only in designated containers we provide.
7. All patrons will be required to show ID to purchase alcohol or obtain a cup for alcohol in accordance with industry standards.
8. We have a state ID book and ID scanner on hand for staff checking IDs.
9. No underage individual will be allowed to purchase alcohol at the Biergarten or consume alcohol in the Biergarten even if accompanied by a parent, guardian, or spouse.
10. We have a stringent ID checking program for staff including incentives for finding false IDs.
11. We reserve the right to refuse alcohol to anyone we determine has had too much to drink and we will not serve them.
12. We reserve the right to refuse service to anyone found in violation of the rules at any time.
13. We will work with the Madison Police Department to staff special events with officers to provide additional security when requested by MPD.
14. An incident record will be kept on file at all times in the event there is ever an occurrence of a fake ID found, service refused, etc.
15. We provide an attractive selection of food and affordable non-alcoholic beverages.
16. We will install security cameras to monitor the premises.

### **Olbrich Biergarten Rules:**

The following rules will be posted prominently at the entrance to Olbrich Biergarten and on our website:

- Show respect for our neighbors, Lake Monona, and Olbrich Park.
- Outside alcohol is prohibited by law at Olbrich Park. All alcohol must stay within the Biergarten.
- A parent, guardian or spouse over 21 must accompany individuals under 21 in the Biergarten.
- Individuals under 21 may not consume alcohol, even when accompanied by a parent or guardian.
- Grills are prohibited in or around the Biergarten.
- Picnic baskets and deliveries of outside food are welcome. Outside catering services are prohibited.

## ***The BKM Group***

- All tables at the Biergarten are shared. A limited number of tables may be reserved for a special event.
- All motor vehicles, motorcycles & motor scooters must remain in the paved parking lot.
- No smoking, e-cigs, or tobacco use in the Biergarten.
- Last Call at the Biergarten is 9:30pm. Plan accordingly. You must return all Biergarten containers and be out of Olbrich Park when it closes at 10pm.

Offenses punishable by ARREST as determined by local law enforcement authorities:

- Underage drinking
- False identification (attempting to use fake IDs)
- Disorderly conduct or unsafe conduct

Last updated 12/12/2016

**RESPONSES TO FEEDBACK WE HAVE HEARD ABOUT THIS PROPOSAL**

**“This went too fast. We didn’t know.”**

- We have done a tremendous amount of outreach. At the November 16, 2016, ALRC public hearing on our liquor license application, Alder Verveer complimented us on “an unprecedented amount of outreach,” and stated that the ALRC received “a record number of letters of support.”
- Below is a timeline of our activities:
  - May 25: City of Madison issued a request for proposals (RFP) for placemaking services at the Olbrich Park Beach House.
  - September 19: After following its standard process, the City of Madison notified us we were co-winners of the RFP, and the City publicly released the announcement.
  - September 19: We informed Alder Ahrens of the announcement.
  - September 22: We met with Alder Ahrens to discuss neighborhood outreach.
  - September 26: Alder Ahrens notified the leaders of Eastmorland and Lake Edge Neighborhood Associations of our proposal.
  - September 27: We responded the next day to both leaders.
  - October 11: We presented our proposal to the Eastmorland Neighborhood Association at their monthly meeting.
  - October 12: We presented our proposal to the Lake Edge Neighborhood Association at their monthly meeting.
  - October 13: We presented our proposal to the SASY Neighborhood Association. They passed a motion to endorse our proposal and later submitted a letter to City leaders.
  - October 14: We notified the leadership of the Eastmorland, Lake Edge and SASY neighborhood associations of our October 27 required information session.
  - October 14: We provided blurbs for the neighborhood association newsletters and listservs that included a description of our proposal, the date of our information session, and our contact information.
  - October 27: We held a required information session at the Olbrich Park Beach House to discuss our proposal and liquor license application.
  - November 8: The Eastmorland Neighborhood Association discussed our proposal at its monthly meeting, but we were not invited to participate.
  - November 9: The Lake Edge Neighborhood Association passed a motion to endorse our proposal and later submitted a letter to City leaders.
  - November 16: ALRC held a public hearing on our proposal and application for a liquor license.
  - November 22: We notified neighborhood associations and individuals who had been in touch with us previously about our December 8 public information session.
  - November 22 to December 8: Alder Ahrens, neighborhood associations, BKM Group, and City staff informed neighbors of our December 8 information session.
  - November 28: The City Clerk’s office notified about 200 nearby residents of our December 8<sup>th</sup> information session via postcard.
  - December 6: We responded in writing to 46 questions sent the previous day by Ms. Jennifer Laack, representing neighbors.
  - December 8: We held an additional public information session.
  - December 14: The Parks Commission held a public hearing on the draft vendor agreement.
  - December 20: We briefed the Friends of Starkweather Creek and discussed environmental concerns at the site and agreed to work together on those issues.
  - December 20: We briefed the Board of Directors of Olbrich Botanical Gardens.
  - December 21: ALRC to hold a public hearing on our proposal and application for a liquor license.

**“This will be too noisy.”**

## The BKM Group

We understand that noise is an important consideration when balancing the use of a park and neighbors' experience. We believe our plan will minimize disturbances:

- We will not be playing loud music. The goal for the biergarten's atmosphere is one where conversation is possible.
- The volume of amplified sound will be limited to PA1 Level.
- We are farther away (670 feet) from the nearest residence than the East Side Club (238 feet), and the softball diamonds (380 feet) are to the nearest residence.

### "There's not enough parking."

- There are 369 public parking stalls at Olbrich Park, not including stalls in the boat launch lot or the lot at Olbrich Botanical Gardens. Similar venues in Madison have far fewer parking stalls. We are not proposing turning park space into a parking lot.
- The beach house lot itself has 120 spots. For perspective, the East Side Club has 110 spots.
- There are three-hour time limits on the parking lot and they are monitored.
- Additional bike racks will be installed and walkers and cyclist have easy access from the Capital City Trail and the "Lake Loop."
- Public transit is available on four bus routes on Atwood Ave.
- Layering activities strengthens public spaces: many of our patrons will be individuals already at the park.

This map shows the neighborhood with parking stall counts, transit access, bicycle access, and distances to neighbors:



### "It's too big."

- We have requested a 10% reduction in the proposed capacity of 300 down to 270.
- The Biergarten will occupy only 0.2% of the total acreage of Olbrich Park.

## ***The BKM Group***

- Our operation will not interfere with park users' access to the restrooms, Lake Monona, the beach, volleyball courts, basketball courts, tennis courts, soccer fields, softball diamonds, the playground, the boat launch or Olbrich Botanical Gardens.

### **"Will it have a fence?"**

- A fence is not in keeping with the spirit of a City park that is open to anyone for legal uses.
- Our contract with the City will specify a "premises" that will be marked with signs and monitored by staff. Signs and staff monitoring have succeeded at Milwaukee's beer gardens.
- There is evidence from six beer garden operations in Milwaukee over several years that indicates a fence is unnecessary.

### **"How will you control access by minors?"**

- Minors will not be allowed to purchase alcohol or consume alcohol in the Biergarten, even if accompanied.
- A perimeter with signs and staff monitoring will keep unaccompanied minors out.
- All of our staff will be Serv-Safe trained and certified.
- We will inspect IDs from customers in accordance with industry standards.
- Consumption of alcohol will only be allowed from containers we provide, and containers will be provided only to patrons with ID verifying age. There will be separate containers for alcoholic and non-alcoholic beverages.
- The attached Responsible Alcohol Consumption Action Plan also addresses this concern.

### **"It will cause litter."**

- We will have multiple receptacles for both trash and recycling and we will remove litter daily.

### **"What about the environment?"**

We are committed to being environmental stewards.

- We plan to serve local products—beverages sourced from the state of Wisconsin and food from Dane County.
  - Sourcing locally is better for the environment and healthier.
- We will minimize the presence of our operation under the drip line of trees on the Biergarten premises.
- We will use recyclable serving materials. We are working on plans to serve alcohol in reusable non-glass containers (glass is prohibited in parks).
- We will have receptacles for trash and recycling that will be emptied regularly throughout the day.
- We will clear litter from the site daily.
- We are in discussions with the Friends of Starkweather Creek about ways to inform our patrons of their presence next to the Lake and their impact on it.
- We are discussing with the City how to better manage stormwater runoff from the parking lot and building.

### **"Alcohol was already banned in this park because of problems."**

- Ordinance 8.24(1)(ee) prohibits alcohol in Olbrich Park without "prior approval of the Parks Division or the Parks Superintendent." Our understanding of the intent of this ordinance is to address uncontrolled and unmonitored alcohol consumption problems in the Park at a different shelter, not to outright ban alcohol in the park. Sports leagues, special events, and other parks users have successfully obtained this permission, including MSCR's softball leagues.
- Our operation will model responsible consumption and will not over-serve. All of our staff will be Serv-Safe trained and certified.

## ***The BKM Group***

- The attached Responsible Alcohol Consumption Action Plan addresses concerns about responsible consumption.

### **“What is the security plan?”**

- We will install security cameras and our staff will be trained to respond appropriately to any concerns that arise.
- We will foster a family-friendly environment with our co-occupants at Rutabaga Paddlesports.
- Milwaukee’s parks with beer gardens have seen their incident reports and police/sheriff calls go from a “substantial amount” down to “next to nothing.”
- Underutilized public spaces can attract undesirable activity such as graffiti, break-ins, underage drinking and illegal substance use. Like Milwaukee’s experience, our family-friendly operation will generate positive activity.
- The attached Responsible Alcohol Consumption Action Plan also addresses this concern.

### **“This is too close to other establishments, including the East Side Club.”**

- Competition is a positive incentive for our competitors and us.
- We briefed the East Side Club board of directors on our proposal on November 29, 2016, and they have not shared any concerns with us.

### **“Private business shouldn’t profit off of a park.”**

- We will make permanent capital improvements to the premises, pay a parks vending fee, pay a fee for using the space, and take on the cost of utilities and the bathrooms. The financial benefit of this agreement to Madison taxpayers exceeds \$230,000 over seven years.
- The City of Madison currently contracts with a number of private vendors to provide placemaking and other services at public parks.
- Private vendors who share a portion of their revenue or pay a fee to the City operate the City’s Breeze Stevens Terrace, the Mallards Stadium, Brittingham Boats, Wingra Boats, and other sites.

### **“We’re not Milwaukee.”**

- We want to learn from Milwaukee’s success and apply it to the Olbrich Biergarten.
- Public beer gardens also operate in other cities across the country.

### **“Owners have no experience in hospitality.”**

- Experience in hospitality was not a requisite for being awarded the RFP. RFP responders were asked to list experience, and we were deemed to be a qualified applicant.
- The experience we do have—advocacy and community building, business management, and business law—is applicable and of use, especially in this unique business venture in a public space.
- We intend to assign our operations manager as our liquor agent prior to opening and are open to a condition being placed on our license so the ALRC must approve our change in liquor agent to an experienced operating manager before beginning operations.
- If all liquor licenses were denied to applicants with no experience in operating a bar, no entrepreneur would be able to succeed.
- An operating manager with extensive experience in bar management will manage the day-to-day operations of the Biergarten and supervise assistant managers.
- We are passionate about building community and facilitating community gathering. We are local. We chose to do this here and not in another City.
- We have a vision that matches with Madison’s values, including:
  - Stewardship of the environment: sourcing food from Dane County and all beverages from within the State of Wisconsin, using environmentally-friendly materials and practices, respecting the park, and limiting our environmental footprint;

## ***The BKM Group***

- Progressive employee relations: We will provide competitive compensation, and a non-discriminatory and safe workplace; and
- A family-friendly establishment: We want families to enjoy a day at the Lake with Rutabaga Paddlesports or playing at the park, and bring a picnic to the biergarten.

### **“How much staff will be on site?”**

- A “bartender” describes an employee who is licensed to serve alcohol to the customer. We will staff approximately 1 bartender for every 70-100 patrons onsite. For a busy night, that may be two, and at peak nights, three or more. Other staff will also be responsible for monitoring the premises. These staff will be managers, food prep, servers, runners, and cleaning staff.
- Each server will be Serv-Safe trained and certified.

## Christianson, Eric

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**From:** Dave Pausch [dpausch@gmail.com]  
**Sent:** Wednesday, December 14, 2016 8:46 AM  
**To:** Ahrens, David  
**Cc:** Park Commission; licensing; Karen Saari  
**Subject:** Re: Olbrich Biergarten

**Categories:** Eric

David,

Thanks for your quick reply! Your answer--as well as BKM's--have made me feel generally confident in the project. I am still a little concerned about the perimeter being amorphous, but perhaps it will not be an issue. Please register me as officially in favor of the project (my wife Karen is cc'ed on this email...I will let her speak for herself, if she's interested...) via this email, as I will not be able to attend this evening's meeting.

Dave Pausch  
225 Harding St. 53714

PS...I very much appreciate your responsiveness to my emails. It reflects well on you as our alder, and is likely to translate to support at the ballot box! :)

On Tue, Dec 13, 2016 at 8:52 PM, Ahrens, David <[district15@cityofmadison.com](mailto:district15@cityofmadison.com)> wrote:

Dave: As much as I am able, I've provided answers to some of your questions. Some aspects still need to be worked out by the city committees, Common Council and the vendor. Other items may have to be addressed by the Parks Dept. I am also attaching an exhaustive previous Q&A responded to by the developer. Many of the questions may cover some of the same issues raised here.

- Given that, essentially, there is already a similar style establishment run by the East Side Club that is located at the SE edge of Olbrich park (the Tiki Bar), why do the developers and the city feel another operation like this is feasible and necessary?

**My sense is that the biergarten and Rutabaga water sports concession were not seen as "necessary" but commercially viable. The investors apparently believe it will work regardless of ESC. The ESC is welcoming the beer garden because it will bring more people to the general area.**

- What assurances can the developers give that the establishment will be run by experienced hospitality professionals? Given the developer's lack of experience in this area, this seems a significant question.

**I was initially concerned about this. Now I understand that the developers/investors are just that: investors. They will hire a general manager who will run the establishment. My expectation is that they will be careful about their hire and their new operation. They are novices in the bar business but they are not amateur managers. The investors will put a lot of money (at least \$100K) into this as well as considerable time. They will not turn over the keys and walk away, it is in their interest to stay engaged.**

- How will the biergarten be accessed and exited by patrons? Will the exits/entrances be well staffed with security in mind?

**The area will not be fenced off. However, in some way- it's not clear yet how- a perimeter will be defined. I think the fact that the garden area will have a gravel ground will help. There has been quite a bit of discussion with the developers about the staff that will be necessary to provide security and monitor coming and going particularly of minors. Obviously, there will be a lot more variability in attendance than in indoor bars due to seasonal differences so its hard to have a constant staff number. Unlike the Terrace at Memorial Union ( probably the largest bar in the city) they won't sell pitchers of beer.**

- How will the biergarten effect Olbrich beach? Will it limit or restrict access?

**The place will open at 4 PM (M-F) throughout the summer so it probably will not have much impact. The Rutabaga concession will bring people to the beach and onto the water with canoes, kayaks, etc. There will be no beer from the beer garden allowed on the beach.**

- Does the city plan to alter and improve pedestrian access across Atwood Ave? This seems important, given that a biergarten located within walking distance of three heavily used softball diamonds likely will prove pretty popular.
- **In 2018, the city will rebuild and redesign Atwood Ave. It's unknown what the plan is in terms of pedestrian crossing or much else other than that it will a bike lane in at least one direction. All of the other aspects will still have to be worked out.**
- 
- Will access to the water be monitored at closing time? Swimming after drinking is a recipe for drowning, something that regularly (though not often) happens at other beaches in the city.
- **Closing time is 10. Last call is at 930. The relatively short operation time and early closing time should have the effect of reducing the incidence of extreme drunkenness. I know some drowning cases have been around the Terrace where people have been drinking until 1 or 2 AM. Other incidents behind Presbyterian Church on Gorham were homeless alcoholics. In any case, it is the staff responsibility that customers are out of the area by closing. This would include the beach area.**

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**From:** Dave Pausch [mailto:[dpausch@gmail.com](mailto:dpausch@gmail.com)]

**Sent:** Tuesday, December 13, 2016 7:12 PM

**To:** Park Commission; licensing

**Cc:** Ahrens, David; Karen Saari

**Subject:** Olbrich Biergarten

I'm writing regarding the proposed biergarten in Olbrich Park. I am tentatively in favor of the proposal, but also have some questions and concerns. I'm putting them in this email as I will not be able to attend the meeting on 12/14.

- Given that, essentially, there is already a similar style establishment run by the East Side Club that is located at the SE edge of Olbrich park (the Tiki Bar), why do the developers and the city feel another operation like this is feasible and necessary?

- What assurances can the developers give that the establishment will be run by experienced hospitality professionals? Given the developer's lack of experience in this area, this seems a significant question.
- How will the biergarten be accessed and exited by patrons? Will the exits/entrances be well staffed with security in mind?
- How will the biergarten effect Olbrich beach? Will it limit or restrict access?
- Does the city plan to alter and improve pedestrian access across Atwood Ave? This seems important, given that a biergarten located within walking distance of three heavily used softball diamonds likely will prove pretty popular.
- Will access to the water be monitored at closing time? Swimming after drinking is a recipe for drowning, something that regularly (though not often) happens at other beaches in the city.

Thanks for your attention to these questions. As a resident of the south end of Harding St (within shouting distance--almost--of the park), I'm definitely interested in the proposal. But also a little wary. Your answers--and those of the developer--will have a big effect on my future support of the project.

David Pausch

225 Harding ST.

53714

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"We may please ourselves with the prospect of free and popular governments. But there is great danger that those governments will not make us happy. God grant they may. But I fear that in every assembly, members will obtain an influence by noise, not sense. By meanness, not greatness. By ignorance, not learning. By contracted hearts, not large souls."

— John Adams

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## Christianson, Eric

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**From:** Darren Bush [darrenb@rutabaga.com]  
**Sent:** Tuesday, December 13, 2016 9:06 PM  
**To:** Park Commission; licensing  
**Subject:** Support for Biergarten

**Categories:** Eric

Dear members of the Planning Commission,

As you no doubt know, Rutabaga Paddlesports will open kayak and stand-up paddleboard concession at Olbrich Park in 2017. The Madison Parks Department felt that the boathouse was an underused resource and selected Rutabaga to open a satellite rental operation at that location. Rutabaga is excited to expand our rentals to east-side Madison neighborhoods and to be able to offer additional instructional programs for adults and youth at this new site.

We submitted our proposal last summer and were awarded the contract several months later. It was then we learned of the intent of Olbrich Biergarten to put their project into motion. While did not submit a co-proposal, and are two separate and distinct entities, we met with Mike Bare and discussed the possibility of joint occupancy of the building. Mike showed us his plans and we were impressed with the level of detail and thought put into his business plan.

We are supportive of the installation of a responsibly-run Biergarten. We believe it will bring a synergy that would allow both of our businesses to do well. We are confident that the operators will run their business in a responsible manner, and that the constraints put upon them by the city will mitigate any negative impacts. It is our belief that both operations will help create a place where local neighbors will want to enjoy themselves responsibly, both on and off the water.

I am aware that there has been some neighborhood organizations that are troubled by the installation of a alcohol-serving venue, and I think that hearing them out and solving any problems proactively is a good and worthwhile process. I would hope that the Biergarten would be given a chance to see if they can deliver what they promise.

Rutabaga is all about creating communities where people can gather and learn to love the outdoors, particularly on the water. We are happy to help create such a community, and look forward to getting more people enjoying the lakes we all love and cherish. We believe that the Biergarten will enhance, not detract from the new community we are attempting to build.

Respectfully,

Darren Bush

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darren bush  
owner and chief paddling evangelist

rutabaga paddlesports llc  
220 w. broadway  
monona, wi 53716

p: 608.310.3850  
f: 608.223.9303  
skype: canoelover

*A river is more than an amenity, it is a treasure.*  
-- Oliver Wendell Holmes

# DRAFT

TO BE REFINED AND SUBMITTED TO THE PARKS COMMISSION AND ALRC.

## Olbrich Biergarten Responsible Alcohol Consumption Action Plan

BKM Group, LLC, as part of their management of Olbrich Biergarten, will execute the following Responsible Alcohol Consumption Plan. This plan is based on similar plans maintained by other Madison Parks vendors and is the result of working with Madison Parks and incorporating feedback from the Madison Police Department and other sources.

### General alcohol-related policies and practices

1. We have a stringent ID checking program for staff including incentives for finding false IDs.
2. All beer servers receive mandatory training by Olbrich Biergarten management and/or external experts.
3. All beer servers are 18 or older.
4. We have a licensed bartender on premises at all times.
5. Service and consumption of alcohol will be allowed only in containers we provide.
6. All patrons will be required to show ID to purchase beer or obtain a cup for alcohol in accordance with industry standards.
7. We have a state ID book and ID scanner on hand for staff checking IDs.
8. No under-age person will ever be allowed to consume alcohol whether or not a parent or guardian accompanies them. State law allows under-age persons, accompanied by parents or guardians, to drink under their supervision; the law also allows license holders not to serve those individuals per policy and Olbrich Biergarten will not serve these individuals under any circumstance.
9. We reserve the right to refuse alcohol to anyone we determine has had too much to drink.
10. We reserve the right to refuse service to anyone found in violation of the rules at any time.
11. We will work with the Madison Police Department to staff special events with officers to provide additional security when requested by MPD.
12. An incident record will be kept on file at all times in the event there is ever an occurrence of a fake ID found, service refused, etc.
13. We provide an attractive selection of food and non-alcoholic beverages.
14. Our employees are not permitted to drink alcohol while on duty.

### Olbrich Biergarten Rules

The following rules are posted prominently at the entrance to Olbrich Biergarten and on our website:

- Show respect for our neighbors, Lake Monona, and Olbrich Park.
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- Grills are prohibited in or around the Biergarten.
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- All motor vehicles, motorcycles & motor scooters must remain in the paved parking lot.

- No smoking, e-cigs, or tobacco use in the Biergarten. Smoking is prohibited in Olbrich Park.
- Last Call at the Biergarten is 9:30pm. Plan accordingly. You must return all beer garden containers and be out of the park when it closes at 10pm.

Offenses punishable by ARREST as determined by local law enforcement authorities:

- Underage drinking
- False identification (attempting to use fake IDs)
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Last updated 12/5/2016

## Christianson, Eric

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**From:** Ahrens, David  
**Sent:** Tuesday, December 13, 2016 8:53 PM  
**To:** 'Dave Pausch'; Park Commission; licensing  
**Cc:** Karen Saari  
**Subject:** RE: Olbrich Biergarten  
**Attachments:** BKM Group - Response to questions received via Jennifer Laack 12 6 16.pdf

**Categories:** Eric

Dave: As much as I am able, I've provided answers to some of your questions. Some aspects still need to be worked out by the city committees, Common Council and the vendor. Other items may have to be addressed by the Parks Dept. I am also attaching an exhaustive previous Q&A responded to by the developer. Many of the questions may cover some of the same issues raised here.

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— John Adams

## Questions about the Olbrich Biergarten Proposal from Nearby Residents

Please assume all questions are for all parties, there are a few that will not be applicable to each party.

**THE RESPONSES TO QUESTIONS SUBMITTED BY JENNIFER LAACK (laackjennifer@yahoo.com) ARE PROVIDED BELOW IN RED BY THE BKM GROUP, LLC, D/B/A "OLBRICH BIERGARTEN."**

### Biergarten Operations

1. The proposal notes that the Biergarten will remain open until 10:00 pm. The park closes at 10:00. How will your staff ensure that the facility has been cleaned, trash, recycling has been collected, the bathrooms are cleaned and restocked, and both patrons and staff have exited not only the Biergarten, but also the park itself, including parking lots?

Our proposal includes no sales of alcohol after 9:30pm. Our staff will inform patrons at that time of the 10:00pm closure. Signs will also note the hours. Trash and recycling will be collected multiple times per day and at the end of the night. Bathrooms will be cleaned and stocked multiple times per day and at the end of the night.

2. What is the plan to absolutely ensure minors are not served alcohol?

- o All of our servers will be Serv-Safe trained and certified.
- o We will inspect IDs from customers in accordance with industry standards.
- o Consumption of alcohol will only be allowed from containers we provide, and containers will be provided only to patrons with ID verifying age. There will be separate containers for alcoholic and non-alcoholic beverages.
- o A perimeter with signs and staff monitoring will keep unaccompanied minors out.
- o The attached (DRAFT) Responsible Alcohol Consumption Action Plan also addresses this concern. It will be reviewed and approved by the Parks Commission.

3. What will be the staffing plan? How many employees will be working at the facility and what will their roles be?

We will staff approximately one bartender (an employee who is licensed to serve alcohol to the customer) for every 70-100 patrons onsite. For a busy night, that may be two, and at peak nights, three or more. Other staff will also be responsible for monitoring the premises. These staff will be managers, food prep, servers, runners, and cleaning staff. Each server and bartender will be Serv-Safe trained and certified. Our operation will create many new jobs.

4. What type of experience and accreditation will staff have to ensure alcohol is responsibly distributed?

Each server will be Serv-Safe trained and certified, and will be required to obtain all credentials required by law. We will hire managers who have experience and a proven track record in ensuring responsible consumption by patrons and responsible service by staff.

5. What is the total capacity for the Biergarten? Would this number ever be expanded?

We have proposed a maximum capacity of 300. License capacities are reviewed annually by the ALRC.

6. At times the area around the beach house is extremely busy, with hundreds of users. This is amplified during special events, such as Shake the Lake. What is the plan for safety and crowd control?

We will have sufficient staff on site at all times to ensure a safe operation. We will install security cameras.

Milwaukee's parks with beer gardens have seen their incident reports and police/sheriff calls go from a "substantial amount" down to next to nothing.

We will foster a family-friendly environment with our co-occupants at Rutabaga Paddlesports.

The attached (DRAFT) Responsible Alcohol Consumption Action Plan also addresses this concern.

We will be limited to four special events per year. One of those will likely be the Shake the Lake evening. For special events, we will work with the Parks Department and Madison Police Department to create a plan and provide appropriate safety oversight and precautions.

7. At the ALRC it was mentioned that BKM will hire someone to run the business. Considering this job would be seasonal in nature (May-October) how will they find a quality manager that will really take care of this space while only guaranteed several months of work each year?

We will hire an operating manager with extensive experience in bar management to manage the day-to-day operations of the Biergarten. We will provide a competitive compensation package that will attract and retain the type of manager we are looking for. We will also provide a non-discriminatory and safe workplace to all of our employees. The Biergarten will be open seasonally, but the business will include more work hours during non-seasonal operation that will be included in the manager's contract. Many jobs in the hospitality industry in Wisconsin are seasonal; this is not unusual nor does it prevent seasonal businesses from hiring top talent.

### **Biergarten Design**

8. Will there be fencing adjacent to the project or being used as a barrier related to this project? If yes, please describe.

Our current proposal does not include a fence/barrier. Our contract with the City will specify a "premises" that will be marked with signs and monitored by staff. Signs and staff monitoring have succeeded at Milwaukee's beer gardens. We believe that a non-fenced area integrates best with the rest of the park space, preserves views of the Lake, and will help maintain the spirit of a park.

9. What is the plan to contain alcohol on the Biergarten premises?

See answer to question number 8, and:

- Consumption of alcohol will only be allowed from containers we provide, and containers will be provided only to patrons with ID verifying age. There will be separate containers for alcoholic and non-alcoholic beverages.
- A perimeter with signs and staff monitoring will keep unaccompanied minors out.
- The attached (DRAFT) Responsible Alcohol Consumption Action Plan also addresses this concern. It will be reviewed and approved by the Parks Commission.

10. What physical changes and development would be made to the park specifically?

A full list will be included in the Agreement being presented at the Parks Commission. This will be available soon on Legistar.

**11. What will the ground cover consist of?**

We have proposed crushed stone that is permeable to rain and will hold up to the foot traffic.

**12. In the interest of equity, how will the developer ensure that all users of the park would feel welcome in this space, especially considering many homeless use the park, and some users could not afford to pay for bottled water, let alone a \$7 beer with tip.**

Parks are places for the community to gather and we plan to respect and foster that spirit of a park. Anyone is welcome in the Biergarten (minors must be accompanied) and we will not discriminate against any patrons for any reason. There are two drinking fountains in the Beach House (though they are part of the building controlled by Rutabaga Paddlesports, and they have discussed adding a bottle-filling station). Visitors may also bring food and outside non-alcoholic drinks.

**Parking**

**13. The parking lots near the project are typically full when there are baseball games or basketball games. In fact during peak usage, park users often park on the grass, and then park on nearby residential streets—Johns, Sargeant, etc. What is the plan to address a potential increase in parking demand?**

We defer to the Parks Department on demand.

- There are 369 public parking stalls at Olbrich Park, not including stalls in the boat launch lot or at Olbrich Botanical Gardens.
- The beach house lot itself has 120 spots. For perspective, the East Side Club has 110 spots.
- There are three-hour time limits on the parking lot.
- Our plan includes installing additional bike racks.
- Walkers and cyclist have easy access from the Capital City Trail and the “Lake Loop.”
- Public transit is available on four bus routes on Atwood Ave.
- Layering activities strengthens public spaces: many of our patrons will be individuals already at the park who will not increase demand for parking.

**14. Considering that parking is already an issue, how will parking be prioritized if there are conflicts between long standing users of the park, and park facilities, and the Biergarten?**

We defer to the Parks Department.

**Safety**

**15. Residents are concerned that other park users (basketball courts, tennis courts, soccer, beach) will be required to use the same restroom facilities as patrons of the bar. There is concern about the mixed (and conflicting) use with particular concern over children and intoxicated adults in the same facility. Please address.**

Our staff will be available and will monitor all aspects of the operation, including bathroom access and safety. We do not anticipate this to be a conflict.

16. The intersection at Walter and Atwood is very tricky to navigate as a pedestrian. Considering one of the primary parking lots for several groups of park users and likely the Biergarten is across Atwood, how will pedestrian safety be addressed?

Pedestrian safety is outside the scope of our project and we defer to the appropriate City departments and policymakers.

17. Speeding is a frequent concern especially on Atwood and Walter, and also drunk driving. How will this be addressed?

Speeding is outside the scope of our project and we defer to the appropriate City departments and policymakers.

Like any licensed establishment, safety is ensured through proper training of staff, monitoring of guests, and refusal of service to those who may be or become intoxicated. All of our servers will be trained and certified to monitor consumption, not over-serve, and support alternative transportation if indicated, either with public transit, a sober friend, or a taxi. Public transit is available on four bus routes on Atwood Avenue.

18. Who will be responsible for dealing with intoxicated and/or unruly patrons?

Like any licensed establishment, the manager on duty will be trained and responsible for handling any issues.

19. Very often the beach does not have lifeguards on duty. At the Union Terrace patrons drink, swim or boat and drown. How will this be addressed considering the proximity to the beach and the availability of boat rentals?

We have discussed water and boating safety with Rutabaga Paddlesports and the City. We are committed to ensuring a safe environment.

20. Currently the "lake loop" runs along Atwood Avenue closest to Lake Monona in front of the beach house. This section of sidewalk is often extremely busy and dangerous especially on nice summer days being used by cyclists, moms pushing strollers, residents walking dogs, joggers, etc. How will this be improved to reduce conflicts of use and improve all user safety?

Sidewalk safety is outside the scope of our project.

### **General Responsibilities and Operations**

21. Who will be responsible for clearing the park after 10:00 pm if folks linger? Biergarten employees? The Parks Department? Madison Police Department?

We defer to the Parks Department and Madison Police Department on enforcement after 10:00pm. Our staff will usher people out of the Biergarten premises before 10:00pm.

22. Who will be responsible for collecting and responding to any potential issues experienced by nearby residents because of this project?

Our contact information is available to neighbors and patrons. We will be happy to continue engaging with neighbors after we open. Our contract with the City allows the City to hold us accountable to the expectations within it.

23. Who will be managing safety and any issues that may arise at or near the Biergarten?

This will be a safe and family-friendly environment. Like any licensed establishment, the manager on duty will be trained and responsible for handling safety on the Biergarten premises during operating hours. We will also have security cameras that monitor the premises. Please also see our attached (DRAFT) Responsible Alcohol Consumption Action Plan.

We defer to the appropriate City department and policymakers regarding safety outside our premises or at other times.

24. Would there ever be a time in which admission would be charged to enter the Biergarten, or a cover fee?

There will not be an admission fee or cover charge during any regular business hours. This could occur during one of the four special events we would be allowed to hold by our contract, but we do not currently have any plans to do so.

25. Would the Biergarten ever be subleased for private functions or events?

No, but a limited number of tables could be reserved during our operating hours.

26. Will the Biergarten accept reservations?

Yes, but only for a limited number of tables during our operating hours. The Biergarten is in a Park, which is open to anyone for any legal use, and we plan to ensure most of the space is available during operating hours in that spirit of a park.

27. Currently the liquor license is for beer and wine. In the future would there be consideration to apply for a hard liquor license?

We will be withdrawing the application for a wine license. We have no intention to serve hard liquor. Our plan is to serve beer and hard cider and non-alcoholic beverages as well.

28. What factors will be in place to minimize the impact on the environment. Please discuss all aspects of the business: water usage, trash, recyclables and other waste, landscaping, etc.?

We plan to serve local products—beverages sourced from the state of Wisconsin and food from Dane County. Sourcing locally is better for the environment and healthier. We will minimize the presence of our operation under the drip line of trees on the Biergarten premises. We will use recyclable serving materials. We are working on plans to serve alcohol in reusable non-glass containers (glass is prohibited in parks). We will have receptacles for trash and recycling that will be emptied regularly throughout the day. We will clear litter from the site daily.

We are in discussions with the Friends of Starkweather Creek about ways to inform our patrons of their presence next to the Lake and their impact on it. We are also discussing with the City how to better manage stormwater runoff from the parking lot and building.

29. Who will be responsible for collecting and removing litter from the beach, lake, and outside of the Biergarten?

We will collect litter daily.

#### **General proposal questions and concerns**

30. There is currently an alcohol ban at Olbrich Park. If the Biergarten receives an exception to this ban, could the ban from the park be removed so that residents have the option to enjoy a beer lakeside without being required to pay an inflated charge to drink at the Biergarten?

We defer to the Parks Department and City policymakers.

31. Many residents are concerned about noise from this project. How will this be mitigated both in terms of the use of amplification as well as over noise created by the volume of patrons who are drinking?

We understand that noise is an important consideration when balancing the use of a park and neighbors' experience. We believe our plan will minimize disturbances:

- We will not be playing loud music. The goal for the biergarten's atmosphere is one where conversation is possible.
- The volume of sound will be limited to PA1 Level (equivalent to a boombox at a park shelter and defined as no louder than 75 decibels at 150 feet from the source). According to a sound test we conducted, this level of sound was not audible across Atwood Avenue. The sound was not bothersome at 300 feet, and was barely audible (when no cars were passing on Atwood Avenue) at 450 feet (this is the distance to the basketball and tennis courts).
- We are farther away (670 feet) from the nearest residence than the East Side Club (238 feet), and the softball diamonds (380 feet) are to the nearest residence.

32. Will smoking be allowed in or near the Biergarten?

We will prohibit smoking, tobacco use, and e-cigarettes within the premises of the Biergarten.

33. In several proposals there has been mention that the goal is to respect the park as a park.

Several residents feel that simply installing a bar/beer garden/biergarten, that is in and of itself not respecting the park as a park. Please respond to this.

When we say "respect the spirit of a park," we primarily mean a place that is open to all legal enjoyment by anyone. We want to enhance the Park and attract people to visit it or stay after a softball game or a visit to Olbrich Gardens. This also achieves the goals of placemaking.

We understand people all have varied preferences for park activities, designs, and uses. Fortunately, Madison has many and varied parks of all kinds. We believe this proposal respects the park in that it helps to fulfill Madison Parks mission and provides a layered recreational opportunity many residents have expressed interest in having.

We have heard from many folks who lament the lack of opportunities to be near the lakes and enjoy them. The Biergarten will be one of the few places in Madison to do so.

The Biergarten will occupy only 0.2% of the total acreage of Olbrich Park.

34. There have been several comments that the park space/beach house is underutilized. Many disagree with this statement. What data has been gathered, and process used to determine this space is underutilized? Further, does the water quality have an impact? Or the hours/closure of the bathrooms at the beach house?

We defer to the Parks Department.

35. Was a user survey performed to ensure that residents had a say in shaping the future of their parks?

We defer to the Parks Department and its standard RFP process.

36. How does this project align the mission and values of the City of Madison Parks Department?

We defer to the Parks Department.

37. What elements of this project make it family friendly?

Families are welcome. We will serve root beer and sports drinks and family-friendly food (brats and pretzels). We have discussed with Rutabaga Paddlesports having kites, recreational toys, balls, Frisbees, yard games, etc. available.

38. Who will pay utilities for the facility? Water, electricity, sewer?

The co-occupant vendors (us and Rutabaga Paddlesports) will pay utilities under an agreement with the City. Our contracts with the City will state that we are responsible for utilities.

39. If the Biergarten opened, but the project failed, i.e. Developers went bankrupt, what would be the plan for the space?

We defer to the Parks Department and City policymakers.

40. It has been stated that this project has been modeled after the beer gardens in Milwaukee County Parks, which are “quite successful”. The County Parks Manager in charge of overseeing the County Parks beer gardens attributed the success of these projects largely due to the extensive and substantial experience in alcohol sales and service of the owners of the projects. At the ALRC meeting, BKM Group stated they do not have any experience in the hospitality industry, let alone alcohol sales and services. How will this lack of experience impact this project? How will this gap in experience/knowledge be addressed?

- We want to learn from Milwaukee’s success and apply it to the Olbrich Biergarten.
- An operating manager with extensive experience in bar management will manage the day-to-day operations of the Biergarten and supervise assistant managers.
- The background we do have—advocacy and community building, business management, and business law—is applicable and of use, especially in this unique business venture.

- We are passionate about building community and facilitating community gathering. We are local. We chose to do this here and not in another City.
- If all liquor licenses were denied to applicants with no experience in operating a bar, no entrepreneur would be able to succeed.
- We have a vision that matches with Madison's values, including:
  - Stewardship of the environment: sourcing food from Dane County and all beverages from within the State of Wisconsin, using environmentally-friendly materials and practices, respecting the park, and limiting our environmental footprint;
  - Progressive employee relations: We will provide competitive compensation, and a non-discriminatory and safe workplace; and
  - A family-friendly establishment: We want families to enjoy a day at the Lake with Rutabaga Paddlesports or playing at the park, and bring a picnic to the biergarten.

41. At the ALRC the Parks Commissioner stated the Biergarten would provide revenue in terms of a lease and sales profits. Where specifically will the monies go? The Parks Department, Parks Foundation, Olbrich Park or elsewhere (please identify)?

The exact details of this arrangement are still being negotiated and will be considered by the Board of Park Commissioners. We will make permanent capital improvements to the premises, pay a fee for using the space.

We defer to the Parks Department and City policymakers on how the revenue will be appropriated.

42. What impact will the Biergarten have on other businesses?

Our hope is that it will be positive. Competition is a positive incentive for our competitors and us. We briefed the East Side Club board of directors on our proposal on November 29, 2016, and they did not share any concerns.

43. Olbrich Botanical Gardens (one of the highest rated attractions in Madison) is planning an expansion and redevelopment. Considering this is an existing and successful Public-Private Partnership with the Parks Department and a gem for the neighborhood, why aren't the needs of the Gardens being prioritized? And what consideration has been given to the park overall considering the planned expansion, removal of some parking, and creation of the Biergarten?

We defer to the Parks Department and City policymakers.

44. In regards to respecting the park as a park first, what access will park users have to this space when the Biergarten is closed?

It will be open to any park user as any other picnic area in a park would be. (If we are required to have a fence, it will not likely be open.)

45. Why did the project progress so quickly? Why were neighborhoods first informed about this project only a month before the developers appeared before the ALRC with their liquor license application?

We would not have shared information about our proposal before the RFP process closed as it would tip other responders and we could have lost a competitive advantage in that process.

As the timeline below shows, we immediately informed Alder Ahrens of our being chosen as the winner of the City's RFP who in turn volunteered to put us in touch with the neighborhood leaders of the Eastmorland and Lake Edge neighborhood associations. We met with them at their next meetings before we submitted our liquor license application.

It is standard policy for the City Clerk's office to schedule a public hearing for the next month's ALRC meeting upon receiving a liquor license application.

At the November 16, 2016, ALRC public hearing on our liquor license application, Alder Verveer complimented us on "an unprecedented amount of outreach."

Below is a timeline of our activities:

- May 25: City of Madison issued a request for proposals (RFP) for placemaking services at the Olbrich Park Beach House.
- September 19: We were notified of winning the RFP, and the City publicly released the announcement.
- September 19: We informed Alder Ahrens of the announcement.
- September 22: We met with Alder Ahrens to discuss neighborhood outreach.
- September 26: Alder Ahrens notified the leaders of Eastmorland and Lake Edge Neighborhood Associations of our proposal.
- September 27: We responded the next day to both leaders.
- October 11: We presented our proposal to the Eastmorland Neighborhood Association at their monthly meeting.
- October 12: We presented our proposal to the Lake Edge Neighborhood Association at their monthly meeting.
- October 13: We presented our proposal to the SASY Neighborhood Association. They passed a motion to endorse our proposal and later submitted a letter to City leaders.
- October 14: We notified the leadership of the Eastmorland, Lake Edge and SASY neighborhood associations of our October 27 required information session.
- October 14: We provided blurbs for the neighborhood association newsletters and listservs that included a description of our proposal, the date of our information session, and our contact information.
- October 27: We held a required information session at the Olbrich Park Beach House to discuss our proposal and liquor license application.
- November 8: The Eastmorland Neighborhood Association discussed our proposal at its monthly meeting (though we were not invited to participate).
- November 9: The Lake Edge Neighborhood Association passed a motion to endorse our proposal and later submitted a letter to City leaders.
- November 16: ALRC held a public hearing on our proposal and application for a liquor license. Nine people registered and/or spoke in opposition to our proposal, fifteen people registered and/or spoke in favor of our proposal.
- November 22: We notified neighborhood associations and individuals who had been in touch with us previously about our December 8 public information session.

- November 22 to December 8: Alder Ahrens, neighborhood associations, BKM Group, and City staff informed neighbors of our December 8 information session.
- November 28: The City Clerk's office notified about 200 nearby residents of our December 8 information session via postcard.
- December 8: Additional public information session.

46. Why did the Parks Department not engage residents input for the future of the park before promoting this project?

We defer to the Parks Department and its standard RFP process.

## Christianson, Eric

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**From:** Dave Pausch [dpausch@gmail.com]  
**Sent:** Tuesday, December 13, 2016 7:12 PM  
**To:** Park Commission; licensing  
**Cc:** Ahrens, David; Karen Saari  
**Subject:** Olbrich Biergarten

**Categories:** Eric

I'm writing regarding the proposed biergarten in Olbrich Park. I am tentatively in favor of the proposal, but also have some questions and concerns. I'm putting them in this email as I will not be able to attend the meeting on 12/14.

- Given that, essentially, there is already a similar style establishment run by the East Side Club that is located at the SE edge of Olbrich park (the Tiki Bar), why do the developers and the city feel another operation like this is feasible and necessary?
- What assurances can the developers give that the establishment will be run by experienced hospitality professionals? Given the developer's lack of experience in this area, this seems a significant question.
- How will the biergarten be accessed and exited by patrons? Will the exits/entrances be well staffed with security in mind?
- How will the biergarten effect Olbrich beach? Will it limit or restrict access?
- Does the city plan to alter and improve pedestrian access across Atwood Ave? This seems important, given that a biergarten located within walking distance of three heavily used softball diamonds likely will prove pretty popular.
- Will access to the water be monitored at closing time? Swimming after drinking is a recipe for drowning, something that regularly (though not often) happens at other beaches in the city.

Thanks for your attention to these questions. As a resident of the south end of Harding St (within shouting distance--almost--of the park), I'm definitely interested in the proposal. But also a little wary. Your answers--and those of the developer--will have a big effect on my future support of the project.

David Pausch  
225 Harding ST.  
53714

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"We may please ourselves with the prospect of free and popular governments. But there is great danger that those governments will not make us happy. God grant they may. But I fear that in every assembly, members will obtain an influence by noise, not sense. By meanness, not greatness. By ignorance, not learning. By contracted hearts, not large souls."

— John Adams

## Christianson, Eric

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**From:** Kathryn Mazack [klmazack@gmail.com]  
**Sent:** Tuesday, December 13, 2016 3:21 PM  
**To:** licensing; Parks BPC  
**Subject:** Biergarten

**Categories:** Eric

I am in full support of the Biergarten at Olbrich. This would be beneficial to the east side neighborhood as well as Madison at large.  
Thank you.

## Christianson, Eric

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**From:** Luke Fuszard [lfuszard@gmail.com]  
**Sent:** Tuesday, December 13, 2016 11:40 AM  
**To:** licensing  
**Subject:** Biergarten support

**Categories:** Eric

Greetings:

I am writing in support of the proposed Biergarten to be located at Olbrich Park. It would be a wonderful addition to our eclectic community. It would be a perfect destination for out-of-area visitors when they come to visit the city.

Thank you very much for your consideration,  
Luke Fuszard  
[lfuszard@gmail.com](mailto:lfuszard@gmail.com)  
608-579-0505 (c)

Sent with [Mixmax](#)



## Christianson, Eric

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**From:** Jeanne Kaether [jeanne.kaether@gmail.com]  
**Sent:** Tuesday, December 13, 2016 9:40 AM  
**To:** Knepp, Eric; Oleksiak, Claire; Park Commission; Wallner, David; Gnam, Emily; jllewis2@me.com; Leopold, Madelyn; Clear, Mark; Ragland, Nancy; Baldeh, Samba; Gloede, Carl; Christianson, Eric; ferchocs@yahoo.com; Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; msd@foolproofplan.net; grades5@yahoo.com; Skidmore, Paul; Allen, Roger; Bidar-Sielaff, Shiva; sfletcher@uwsa.edu; tlc@mailbag.com  
**Subject:** Opposition to Olbrich Biergarten  
**Categories:** Eric

Please reconsider and put a halt to the plan for a biergarten at Olbrich Park for the following reasons:

Obrich Park is the only significant green space aimed at supporting the activities of families on the near East Side. It hosts several children's leagues, soccer camps, swimming and open space for casual family activity. In its current state, it is very family- (and kid-) friendly. Adding a 300 seat beer garden will significantly change the atmosphere in the park. Beer drinking is not a family activity. It caters to adults, infringing on the open space that draws families to the park. In fact, it presents a safety issue.

The park is not underutilized. The purpose of a park is to provide ample space for children and adults to enjoy the freedom of open space in which they can pursue casual outdoor activity. Families don't go to a neighborhood park in search of a crowd. They go in search of open area in which to enjoy nature. The parks department has stated that the beach house is most often locked and it needs repair. In other words, the lack of funding to fix this structure is what causes this facility to be underutilized.

I just returned to my hometown of Madison after several years away. One of the things that's striking about Wisconsin is how pervasive the beer culture is here. I have yet to attend a festival or event that doesn't cater to the desire to drink beer. As you consider extending beer sales into a family park, please consider the message you are sending to children: the park where you play is insufficient absent the presence of beer sales. There is very limited green space for children to enjoy. There is no shortage of events and establishments serving beer.

For practical reasons I believe this bier garten is ill considered:

Parking is insufficient. The Olbrich Gardens parking lot is often full. The lots in the park fill with those coming for league and boating activities. Creating a spillover onto neighboring streets has a negative impact on the residents there and has people crossing a very busy street to get to the park.

Noise presents a problem. I live across the street from the proposed bier garten. When the East Side Club hosts a band, the music is easily heard. I'd ask each of you to consider whether you'd like to listen to polka music from noon until 10 on the weekend or weekday evenings. Do those coming to the park to play touch football, volleyball, soccer and basketball, or to take a swim, want a backdrop of German bier garten music? Currently, the park is very quiet at night. Adding a facility that caters to 300 beer drinkers will most certainly change that.

Enforcement of the intended rules for the bier garten will present continued problems for the neighborhood. The developer suggests that last call will be at 9:30. That's 30 minutes to slug down a beer in time for the 10 PM close. Does that sound like a responsible plan or like encouraging rapid consumption?

Clearing the park at 10 will be left to others. The developers have stated that this is not their responsibility. Who will visit the park each night to clear it?

The developers have no hospitality industry experience. In fact, it's been difficult to discover what their experience is. There has been a remarkable lack of transparency in this process. Our alder for Eastmorland stated in an email a few days ago that he was unaware that one of the 3 development partners is married to an alder. The fact that that wasn't openly disclosed and that a team that lacks experience has been selected for this project is concerning.

The RFP sought sponsorship from neighborhoods that won't be directly affected by the bier garden. Eastmorland residents, will be and they weren't notified of this plan until late in the game. This became an even bigger issue given the fact that meetings connected to approval processes are taking place during the height of the holiday season. Trying to gather the information we need to understand this project, the process and how we might become part of your consideration has been very difficult.

This project, if not put on hold permanently, should at least be put on hold until there is significantly more study and scrutiny of the details. That study should include reaching out the the current users of the park.

Sincerely,  
Jeanne Kaether  
3502 Dennett Dr  
Madison, WI 53714



To: Alcohol Licensing and Review Committee

Re: Proposed Bier Garden at Olbrich Beach House

From: The Friends of Starkweather Creek

In regards to the proposed Bier Garden at the Olbrich Beach House, we feel it is premature to locate a development of this magnitude next to Olbrich Beach, which is already suffering due to high *E.coli* contamination and blue green algal blooms. We are aware of an engineering study, *GLRI Beach Sanitary Survey Project Olbrich Park Beach (Madison, WI)*, which analyzed the pollution sources impacting Olbrich Beach and proposed a redesign of the landscaping around the beach and improvements to the beach house structure to help reduce runoff to the beach. Specifically mentioned in the study is a stormwater outfall that discharges 120 meters east of the beach and carries pollutants to the beach. There is also mention of runoff from the adjacent parking lot and the roof of the beach house to the beach because of the steep slope of the beach and the poor grade of the adjacent turf grass. We are attaching the plan for your consideration. Specific improvements recommended for the structure include:

- Repairs to the gutter system,
- Redirection of surface runoff from the rooftop, sidewalks and adjacent parking lot to a rain garden/vegetated swale and/or rain barrels.
- Grading or terracing the beach to reduce the slope of the beach
- Allowing native grasses, rather than turf grass to grow adjacent to the beach.

Before filling the parking lot with more cars and increasing the chances for polluted runoff to reach the beach, the area desperately needs to be redesigned. This should be the first order of business before so intensively expanding uses of the beach area, building and parking lot.

In addition, we have concerns that the neighborhood has not had sufficient time to absorb the plans being presented. We have heard some positive comments about the proposed canoe rental by Rutabaga, and we support efforts to enhance nature-based experiences in our parks, but we have only heard concerns from neighbors about the increased noise, traffic, parking pressure and crowds that could result from a Bier Garden. We suggest that the area would benefit from a master planning process to address how the area is currently being used, what improvements the neighborhoods would like to see, and what type of improvements should be part of a beach house redevelopment.

Finally, some elements that we would like to see in a re-development project near Starkweather Creek, with some specifics on this proposal:

- Runoff from the project is treated so that excessive nutrients and salt do not reach the creek, or in this case, the beach.

- A buffer zone of native vegetation is created to add to the wildlife habitat and aesthetic beauty of the creek.
- Rainwater is contained on-site for infiltration or re-use.
- Educational materials are provided on-site that acknowledge the proximity of the creek and that promote stewardship of it.
- Stormwater management features are properly maintained so that they function at peak efficiency. In this case, consideration should be given to minimizing problem discharges from the nearby stormwater outfall and from Starkweather Creek.
- Construction runoff measures are used and properly maintained so that runoff during construction does not negatively impact the creek.
- Some consideration is given to future property maintenance, including leaf and snow removal, so that they do not result in piles that will contribute nutrient and salt runoff into the creek.

The Friends of Starkweather Creek advocate for projects in the watershed of Starkweather Creek that will promote a healthy urban stream. Specifically, we promote projects that will give the streambanks a natural appearance and provide a healthy habitat for fish and wildlife. We want the creek to be inviting and usable for recreation. We want neighborhoods surrounding the creek to have access through an interconnected network of paths that link Lake Monona to Sun Prairie. We are dedicated to finding a place, or places, near the creek where people can learn about the watershed of Starkweather Creek. We are also dedicated to creating projects on Starkweather Creek that will result in the creek contributing good water quality to Lake Monona.

Thank you again for considering the impacts to Olbrich Beach as you consider the proposals for the Olbrich Beach House. Please feel free to contact us if you would like to discuss these elements further. We can be reached at [info@starkweatherfriends.org](mailto:info@starkweatherfriends.org).

Cc: Alder Marsha Rummel, Alder Dave Ahrens, SASY Neighborhood Association, Eastmoreland Neighborhood Association, and Lake Edge Neighborhood Association, Public Health Madison and Dane County, City of Madison Parks Department

## Christianson, Eric

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**From:** Bonnie McMullin-Lawton [tagatzcreek@att.net]  
**Sent:** Tuesday, December 13, 2016 8:14 AM  
**To:** licensing; Parks BPC  
**Subject:** Biergarten

**Categories:** Eric

I want to lend my support to the concept of a biergarten at Olbrich Park. This would be a charming addition, celebrating the history of biergartens in Wisconsin and the brewing heritage of Madison.

My family has enjoyed our biergarten experiences in Milwaukee with music, games, and beer. A great way to spend a summer day with family and friends. It would be great to have this opportunity here in Madison Parks.

-Bonnie

-Bonnie McMullin-Lawton

## Christianson, Eric

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**From:** Joe Shipley [joeshipley@frankbeer.com]  
**Sent:** Tuesday, December 13, 2016 8:12 AM  
**To:** licensing; Parks  
**Subject:** Olbrich Park Biergarten

**Categories:** Eric

To whom it may concern,

I recently attended the community meeting on the east side for the proposed Olbrich park Biergarten. I am writing to express how impressed I was with the BKM Group's preparedness and candor in discussing their proposal. I was also impressed by how well the group handled the vitriol with which the neighborhood group addressed them. If the manner in which the BKM Group managed the community meeting is any indication, I truly believe they will operate the Olbrich Biergarten professionally and with respect to the neighborhood.

Also – having personally been to a few of these in Milwaukee, I can say that the sense of community and respect was amazing. This would be a great addition to the Madison landscape. If you have any questions, please feel free to ask.  
Cheers,

**Joe Shipley**  
Craft & Import Sales Manager  
Frank Beer Distributors, Inc.  
2115 Pleasant View Rd  
Middleton WI 53562-0710

☎: Tel (608) 658-7220 (cell) | ☎: Tel (608) 836-6000 ext: 1225 (office)



## Christianson, Eric

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**From:** Amy Beth Olejniczak [amybeth@gmail.com]  
**Sent:** Tuesday, December 13, 2016 7:55 AM  
**To:** licensing; Parks BPC  
**Subject:** In support of Olbrich Biergarten

**Categories:** Eric

To Whom it May Concern:

I am writing in support of the Olbrich Biergarten proposal. In the last 18 years I have lived in numerous neighborhoods throughout Madison and during my time on the East Side was searching for such a place along the lakeshore. Madison has the wonderful gift of being able to offer joyful evenings with friends and neighbors on our beautiful lakes, and this area of the shoreline is so underutilized. It would bring new life, new business, warmth and cheer to the neighborhood. Though I now reside in Middleton, I still work on the near east side and hope to frequent the establishment with colleagues and out of town guests to show off our lovely city.

Many thanks for your consideration,

Amy Olejniczak MS MPH  
1402 N Westfield Rd  
Middleton WI 53562

## Christianson, Eric

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**From:** Kathy Soukup [kathys441@gmail.com]  
**Sent:** Monday, December 12, 2016 9:27 PM  
**To:** Knepp, Eric; Oleksiak, Claire; Wallner, David; Gnam, Emily; jllewis2@me.com; Leopold, Madelyn; Clear, Mark; Ragland, Nancy; Baldeh, Samba; Gloede, Carl; Christianson, Eric; ferchocs@yahoo.com; Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; msd@foolproofplan.net; grades5@yahoo.com; Skidmore, Paul; Allen, Roger; Bidar-Sielaff, Shiva; sfletcher@uwsa.edu; tlc@mailbag.com; McKinney, Barbara; Zellers, Ledell; Hall, Amanda; Rummel, Marsha; King, J Steven; Wood, Zach; Cheeks, Maurice; Gruber, Tim; Palm, Lawrence; Eskrich, Sara; Carter, Sheri; Ahrens, David; Demarb, Denise; Kemble, Rebecca; Phair, Matthew; Park Commission  
**Subject:** Concerned opposition to an Olbrich Park Beach biergarten  
**Attachments:** Eastmorland Community Association Opposition Letter to Olbrich Park Biergarten Proposal.pdf  
**Categories:** Eric

Dear Commission Members, Elected Officials, and City Staff:

Please find a letter attached that describes the Eastmorland Community Association's opposition to the proposed Olbrich Park Biergarten being proposed by BKM Group, LLC. After listening carefully to a few presentations and community gatherings regarding this project, the developer, and the Parks Department have not adequately addressed concerns and questions of neighborhood residents, which are articulated in the attached letter of non-support. Additionally, the Eastmorland Community Association takes issue with the lack of neighborhood input and inclusion in this process, most especially prior to the creation of a Request for Proposal for "Placemaking" at Olbrich Park.

I appreciate your careful review of the attached letter and issues raised, and urge you to carefully consider any forward movement of this proposed project. I understand that other neighborhood associations have supported this project, but please also consider that this project is located within the Eastmorland neighborhood and will have the largest impact on Eastmorland residents.

Thank you for reviewing the attached letter.

Sincerely,

Kathy Soukup,  
President  
Eastmorland Community Association

12/10/2016

• • •

Kathy Soukup, Eastmorland Community Association  
President, Eastmorland Community Association  
P.O. Box 14584  
Madison, WI 53708

Madison City Council Members  
Madison City Park Commission  
Madison Alcohol License Review Committee  
210 Martin Luther King Junior Boulevard  
Madison, WI 53703

**Dear City Council Members, City Park Commission and City Alcohol License Review Committee,**

The Eastmorland Community Association is in opposition to the BKM Group, LLC's Olbrich Biergarten proposal. We are taking this stance based on resident feedback of strong opposition and the significant negative impact it will have on our neighborhood. If the Association's concerns are adequately addressed we will reevaluate our stance. While we have numerous concerns about this project in this letter I will focus on the following topics: Project Process, Inexperienced Developer, Safety, Staffing, Security, Parking and Noise.

### **Project Process**

The City of Madison issued the RFP for the placemaking space on May 25<sup>th</sup>. The Eastmorland neighborhood, in which Olbrich Park is located, learned about the project in our newsletter that began distribution about two weeks before the ALRC meeting on November 16<sup>th</sup> at which the developer, BKM LLC was seeking to be granted an alcohol license for the biergarten at Olbrich Park. Who decided that our neighborhood did not need to be involved? Why did it take so long for either the City or the Developer to contact the neighborhood? If it is absolutely necessary to create a placemaking space in Olbrich Park and the goal is to encourage community and family interactions why weren't neighbors and community members invited to participate in the planning process? Aren't we the community you are looking to serve? In order to have any involvement we had to ask for, set up and deliver fliers just to have a sales pitch from the Developers and Parks Department. Is this the typical process for neighborhood involvement? If not, what should the process have been and who was responsible for reaching out to the neighborhood?

The solution we've been given to the lack of opportunity to be involved in this project has been that we can speak at the ALRC, Parks Commission and Common Council meetings. Each meeting allows three minutes to voice concerns and ask questions. The meetings are not opportunities to have input and to be a part of the development process, they are a place to state your thoughts and move onto the next person. How do these testimonials encourage discussions between the City and the Community about placemaking ideas? The proposal has already been awarded and the project has been identified and promoted, at this stage in the process we've never been given an opportunity to talk about any options besides the biergarten. We've been told what 'our' placemaking community-developing space will be.

Kathy Soukup, Eastmorland Community Association • 1

We would like to know what specific data was used to determine Olbrich Park is in need of a placemaking space? What specific park usage data was developed, were users observed in multiple seasons? What parking studies were done and did they span the months that the biergarten will be open? Why or why not?

## **Inexperienced Developer**

Even if we supported replacing public green space with a private bar we would not be comfortable awarding this project to BKM Group LLC. The RFP requested equal or greater experience in the last 5 years providing the "service." BKM lacks any experience providing the "service" and the Parks Department was willing to accept transferable skills instead. BKM formed in June of 2016, they have no development education, they have not done any development projects and they have never worked in the service industry. Their service they plan to provide is vending alcohol, their experience in law, policy, outreach and human resources do not make up for their inexperience in development and bar management. Why was a completely inexperienced Developer who does not meet the experience requirements identified in the RFP awarded this project?

In comparison, the other RFP to allow for canoe, kayak and stand up paddleboard rentals on Lake Monona was awarded to Rutabaga, a business with 35 years of experience owning a paddlesport. They even have experience renting canoes, kayaks and stand up paddleboards on Lake Monona. They have won numerous awards in their industry, offer the largest flatwater paddling instructional program in the country and host the largest paddlesport trade show in the world. The complete lack of qualifications of BKM are even more obvious in comparison to Rutabaga's comprehensive eligibility.

The City has no experience developing or supporting a biergarten. Why did the City decide that they wouldn't pursue testing a traveling biergarten? It would have allowed for trial and error as well as gauged interest at multiple parks and neighborhoods.

## **Safety**

Pedestrian and biker safety is already a concern at Olbrich Park. Reconstruction of this area does not begin until 2019/2020. How will the Walter St. and Atwood Ave. intersection be modified in the interim to ensure the safety of current and new users? Additionally, there is not a crosswalk from the parking lot adjacent to Olbrich Gardens and the softball fields to cross Atwood Ave. Currently many pedestrians dart across traffic since the nearest crosswalk is at Sugar Ave (the opposite direction from the Park) or at Walter St. How will this be addressed?

The Lake Loop runs on the sidewalk along Atwood Avenue closest to Lake, this is already extremely busy and dangerous because it is used by cyclists, parents pushing strollers, residents walking dogs, joggers, etc. How will this be improved to reduce conflicts of use and improve safety for all users? Traffic on Atwood Ave. already moves much faster than the 30 mph speed limit. The biergarten will increase traffic and many drivers will have had at least one alcoholic beverage, who will monitor driver behavior?

The National Recreation and Park Association (a resource utilized by the Parks Department) states that "Access to parks and recreation opportunities has been strongly linked to reductions in crime and reduced juvenile delinquency." We continue to hear from the Developers and Parks Department that Milwaukee's biergartens have reduced bad behavior in parks. We have been informed by the Madison Police Department that they have seen a decrease in unacceptable behavior in the park since the alcohol ban was put in place.

Why is it necessary to add alcohol in order to make Olbrich Park a 'safer' environment? What data is available to show the current safety issues, in particular the ones of most concern? If the project is implemented what data will be utilized to evaluate safety trends?

If someone cannot afford a \$6 beer they are excluded from the privilege others have to be able to drink in the park, how is this equitable? In addition, why is it acceptable to exclude underage individuals from a public space and the opportunity to picnic? How does this exclusion help to create a community gathering space?

## **Staffing**

Who will be responsible to ensure that all patrons are out of the parking lot by 10pm? If there were only 50 patrons left at 'last call' and just 25 wanted another drink it would take at least 12 minutes (assuming two bartenders at a minute per customer) to serve everyone. That would leave just over 15 minutes to consume a drink and leave the park while at the same time staff is going to be closing the bar facilities, cleaning trash around the biergarten and restocking the bathrooms. We do not feel this is realistic especially on a busy night. How will this concern be addressed?

We have heard from the Developer that their staff members will be floating between the beach house and the biergarten but no one will be dedicated to monitoring the biergarten consistently. How does this ensure that underage individuals do not enter the biergarten space?

With weather having a significant impact on attendance at the biergarten it will be extremely difficult to predict and schedule adequate staffing, how will this issue be addressed?

## **Parking**

It is our understanding that capacity was determined based on an empty parking lot (in front of the beach house) and the other parking areas have been identified as available parking. As neighbors of this park we are very aware of the usage of parking lots and can assure you that they are seldom empty in the summer, particularly on days when the weather would drive people to the biergarten. The beach house lot is almost always full during soccer games which take place after school through the evening and weekends as well as basketball players, kites, beach goers and other visitors who all utilize the lots. We have been told that many visitors to the biergarten will be current users of the park. Even if this is true there will be new users and there will be a greater need for parking. When it is softball season the Walter St. lot is full until 9 or later and parking overflows onto nearby streets. The lot near Olbrich Gardens is close to or completely full and will disappear when the gardens expand. What parking studies did the Developer and Parks Department do during the months and hours when the biergarten will be open? An additional and very valid concern is parking overflow that currently takes place during events at the East Side Club. When the weather is nice the new biergarten will be adding to this issue. We have heard from the developer that the spaces are limited to three hours, do you agree with this, if so how will that be enforced? How will all of these parking problems be addressed? Will there be a new paved parking lot? We have been told not to worry about parking because people will walk, bike, bus or are already users so it will be ok. We do not believe this and require an answer that hears our concerns and offers realistic solutions.

## Noise

We are aware that there was a PA1 permit for testing of amplified sound at the Olbrich beach and a test was done on December 2nd by the Developer. On the date of the test it was snowing and since it is winter residents did not have their windows open nor were there other visitors in the park. The Developer has indicated they will keep their music at a level below PA1 so their customers are still able to talk. Respectfully, they do not live near this park and are unaware of the noise even a few people can create in this environment. Sound travels extremely well off of the lake so even if they did not play music the addition of a group of people (up to 300) who are intended to be talking to each other will have an impact on our otherwise quiet neighborhood. How with this increased noise, 7 days a week, be addressed? Additionally, the hours of the biergarten will have an impact on anyone who would like to enjoy the solitude of open space, the lake and the sunset. One of the busiest times in the park is consistently at sunset, because the biergarten will be open from at least 4pm-10pm each day this project will eliminate the opportunity for peace and quiet in the park, daily. How will this conflict be addressed?

We have many additional concerns which include but are not limited to: why the Parks Department wants to encourage alcohol consumption and sedentary behavior in a park, why this project has been fast tracked, why we are allowing development of open green space for a private business, what the environmental impact will be, in what ways does this project focus on stewardship of the land, what makes this project family friendly and where the profits to the City will go.

Thank you for your thoughtful consideration of these important matters.

A handwritten signature in cursive script that reads "Kathy Soukup". The signature is fluid and elegant, with a long horizontal flourish extending from the end of the name.

Kathy Soukup, Eastmorland Community Association  
President, Eastmorland Community Association

## Christianson, Eric

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**From:** Anna Kaminski [annak5256@gmail.com]  
**Sent:** Monday, December 12, 2016 8:28 PM  
**To:** Parks BPC; licensing  
**Subject:** Support for Olbrich Biergarten

**Categories:** Eric

Dear Board of Parks Commissioners and Alcohol License Review Commission.

This email is in support of issuing a license for beer and wine to be served at the Olbrich Biergarten. I will be unable to attend the meeting this Wednesday, but I wanted to voice my support.

As an active community member in Madison and a non-profit young professional I have gotten to know Mike Bare, co-owner of BKM Group LLC. He is a leader in the Madison community and has the mature, passionate and responsible character needed to open a successful biergarten. BKM's biergarten in Olbrich Park would allow Madison residents and visitors to appreciate the beauty of Lake Monona and enjoy the currently underutilized park. This would be a family friendly setting and would contribute to infrastructure improvements to the Olbrich beach house.

Please note my support as you consider issuing the appropriate license for beer and wine sales at the Olbrich Biergarten.

Sincerely,

Anna Kaminski  
1114 Erin St #4  
Madison, WI 53715

Christianson, Eric

**From:** Jenn Jackson [jennjackson@ymail.com]  
**Sent:** Monday, December 12, 2016 3:52 PM  
**To:** Clear, Mark; Baldeh, Samba; Verveer, Michael; Skidmore, Paul; Bidar-Sielaff, Shiva; McKinney, Barbara; Zellers, Ledell; Hall, Amanda; Rummel, Marsha; King, J Steven; Wood, Zach; Cheeks, Maurice; Gruber, Tim; Palm, Lawrence; Eskrich, Sara; Carter, Sheri; Ahrens, David; Demarb, Denise; Kemble, Rebecca; Phair, Matthew; Gloede, Carl; Christianson, Eric; ferchocs@yahoo.com; Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; msd@foolproofplan.net; grades5@yahoo.com; Skidmore, Paul; Allen, Roger; Bidar-Sielaff, Shiva; sfletcher@uwsa.edu; tlc@mailbag.com; Park Commission; Wallner, David; Gnam, Emily; jllewis2@me.com; Leopold, Madelyn; Clear, Mark; Ragland, Nancy; Baldeh, Samba; Knepp, Eric; Oleksiak, Claire  
**Subject:** Opposition to Olbrich Park Biergarten  
**Attachments:** Jenn Jackson Olbrich Biergarten Opposition.docx  
**Categories:** Eric

Attached please find my letter of opposition to the Olbrich Park Biergarten. I am hopeful that you will take it into consideration as you evaluate and form your opinion related to the project.

Thank you,  
Jenn Jackson

## Christianson, Eric

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**From:** Mary Waitrovich [marywaitrovich@gmail.com]  
**Sent:** Monday, December 12, 2016 1:54 PM  
**Subject:** I am AGAINST the biergarten at Olbrich Park

**Categories:** Eric

For all of the reason espoused by my neighbors, I am opposed to the "family beer bar" in Olbrich Park. I live with a view of the park and I can tell you the park is not "under utilized." The beer garden is not needed and will interfere and conflict with other current uses of the park. Also I don't understand why the 3 rich guy developers should get to make a profit from public land.

Please use your position to oppose this development.

Mary Waitrovich  
3502 Dennett Drive #404  
Madison 53714  
Phone: 608-225-1626

## Christianson, Eric

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**From:** Davis Burgess [davis.burgess@gmail.com]  
**Sent:** Monday, December 12, 2016 12:22 PM  
**To:** licensing; Parks BPC  
**Subject:** I support the Olbrich Biergarten in Olbrich Park

**Categories:** Eric

Hello,

I support the Olbrich Biergarten in Olbrich Park.

I think it would make a wonderful addition to the Madison parks system, and I would happily bring friends and family.

I hope you will choose to support this effort.

best regards,  
Davis Burgess

## Christianson, Eric

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**From:** Marj Pertzborn [marjpertzborn@yahoo.com]  
**Sent:** Thursday, November 17, 2016 6:45 PM  
**To:** David Ahrens  
**Cc:** Barb Gilbertson; Kristine Heimerl; Harry Stein; Carol Burns Rickey; Paul and Judy Weber; JanAndJimTighe; Annette Davis; Christine Morgan; Suzette Beauchamp; Dan Caucutt; jeanie@tds.net; Christianson, Eric; Knepp, Eric; mike@mikebare.org  
**Subject:** Re: concerns about the proposed Beer Garden at Olbrich  
**Categories:** Eric

David ...

We would appreciate it, if you, as our Alder, would fill us in on the "details," as we are not in Madison at this time.  
\*\*Do you know if you, and/or anyone else has discuss the concerns expressed by the people opposed to this project?  
\*\*What are the "many details" that the Parks Commission needs to address before the committee decides on this proposal at their next meeting?  
\*\*Outside the security and defining the space, we believe there are many other issues/questions (as stated in our 11/15 email to you), that need to be understood before a informed decision on the proposal is made. At this time, it seems a bit premature to be worrying about glass vs. plastic containers, or boaters drinking at the facility. From your communications, it feels as though this is already a done deal and all that is left is to decide on the fine points.

thank you...  
Marj and Rich Pertzborn  
3528 Atwood Avenue  
Madison, WI

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**From:** David Ahrens  
**To:** Marj Pertzborn  
**Cc:** Barb Gilbertson ; Kristine Heimerl ; Harry Stein ; Carol Burns Rickey ; Paul and Judy Weber ; JanAndJimTighe ; Annette Davis ; Christine Morgan ; Suzette Beauchamp ; Dan Caucutt ; "jeanie@tds.net"  
**Sent:** Thursday, November 17, 2016 4:46 PM  
**Subject:** Re: concerns about the proposed Beer Garden at Olbrich

Mary, et. al

Dan was at the meeting and he can fill you in on the details.

The main "take-away" is that the application was referred to the next meeting in Dec. The ALRC wants the Parks Commission to address the many details before this committee addresses it. Other major issues are security and defining the space, i.e. a fence to better define the premises. I asked about the music/sound issue. They said that they will be permitted only the lowest level of sound amplification.

They said that they will be responsible for clean-up. Unfortunately, the Parks Dept. does not permit glass in the parks so they will have to use disposable cups, plates, etc. Also, they cannot serve people on boats or anyone outside the premises.

I am now trying to arrange a location for another community meeting to discuss this with the proposed operators.

I will let you know when that is arranged.

Best,

David

On Wed, Nov 16, 2016 at 7:29 PM, Marj Pertzborn <[marjpertzborn@yahoo.com](mailto:marjpertzborn@yahoo.com)> wrote:

thanks you for your information. Rich and I forwarded our email to the people you suggested. However, we are wondering, as the Alder for our district, did you represent our concerns at the meeting tonight? Do you have an update from the meeting?

Thanks...

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**From:** David Ahrens <[dmahrens@gmail.com](mailto:dmahrens@gmail.com)>

**To:** Dan Caucutt <[caucud@charter.net](mailto:caucud@charter.net)>

**Cc:** Barb Gilbertson <[barbdickg@yahoo.com](mailto:barbdickg@yahoo.com)>; Kristine Heimerl <[nrthblff@gmail.com](mailto:nrthblff@gmail.com)>; Harry Stein <[northbluff2@gmail.com](mailto:northbluff2@gmail.com)>; Carol Burns Rickey <[cvrickey7@gmail.com](mailto:cvrickey7@gmail.com)>; Marj Pertzborn <[marjpertzborn@yahoo.com](mailto:marjpertzborn@yahoo.com)>; Paul and Judy Weber <[WEBERPV@aol.com](mailto:WEBERPV@aol.com)>; JanAndJimTighe <[tighe187@aol.com](mailto:tighe187@aol.com)>; Annette Davis <[amdavis206@gmail.com](mailto:amdavis206@gmail.com)>; Joanna Rouse <[joanna@rousemgmt.com](mailto:joanna@rousemgmt.com)>; Christine Morgan <[chrismorgan07@gmail.com](mailto:chrismorgan07@gmail.com)>; Suzette Beauchamp <[suzette.mco777@yahoo.com](mailto:suzette.mco777@yahoo.com)>

**Sent:** Wednesday, November 16, 2016 4:15 PM

**Subject:** Re: (My finally collected) -- concerns about the proposed Beer Garden at Olbrich

Dan, et.al.

You should direct most of these questions to [mike@mikebare.org](mailto:mike@mikebare.org). He is one of the principals of the partnership that would operate the biergarten. Other questions seem more relevant to the Parks Commission or the Parks Supt., Eric Knepp who can be reached at [eknepp@cityofmadison.com](mailto:eknepp@cityofmadison.com)

In my previous note to you I failed to make it clear that the ALRC hearing is the first step in the approval process- not the last.

If the ALRC grants a license then the Madison Parks Commission must decide to grant a lease and other attendant contracts between the city and Rutabaga and the biergarten. This takes place at an open and "noticed" hearing.

If the Madison Parks Commission and the tenants agree to terms then that agreement must be approved by the Common Council. Because this is the city's and the Parks Commission's first run at the leasing of beach houses and its "place-making" project, the fact that part of it includes alcohol, etc. this will engender a lot of discussion.

I can understand the sense that you are hearing about this just as the train is leaving the station but in fact it has barely pulled in.

The next meeting of the Parks Commission will be December 14th and if it approves the project and agreements it will not come to the Council until next year.

I hope this gives you a more complete picture of the process.

Best regards,

David

On Wed, Nov 16, 2016 at 11:24 AM, Dan Caucutt <[caucud@charter.net](mailto:caucud@charter.net)> wrote:

Hello again Dave

Apologies in advance but owing to the very short notice and opportunity to clarify questions I'm afraid you are being hit with unexpected traffic in the eleventh hour about the beer garden proposal. The

alcohol review board action is tonight, but (apparently) residents of the large apartment living facility across the street were not included by the applicants in their pre-discussions (I learned about it while hiking in a state park 24 hours ago; please excuse the bad grammar from my "smart" phone then). So absent an agenda change this may be the only chance to raise matters that would be particularly significant to those living closest to the project. Others may have their own concerns but making no assumptions these are mine. If you are able to address some directly before the meeting then that would be economical. I plan to attend and speak. Here they are.

#### Prior Involvement of Neighbors Most Affected By Adverse Outcomes of Biergarten Operations:

Why did the applicants not contact and involve those who would be most directly and obviously affected by adverse consequences, if any, of the biergarten -- the dozens of families living directly across the street? Granted, the SASY neighborhood association was consulted. However, SASY encompasses a much larger geographic area removed from the site of the proposed beer garden. It likely involves more property owners than renters. Their concerns would tend to be more global and less immediate than the residents of a relatively large apartment complex close across the street of the business.

#### Noise Level Intrusion:

- Will recorded music be played? Yes-No
- If yes, between what hours?
- Will it be amplified? Yes-No
- If yes, between what hours? Amplified music after dark is subjectively louder.
- If yes, how many times per season?
- If yes, to what level of amplification? Is there a limit set by the City?
- Could there be live music venues? Yes-No.
- If yes, how many times per season?
- Would live music events be subject to separate approvals by the Parks Department or does that come with the license or carte blanche with one non-specific one-time request? How would neighbors be able to monitor proposals to expand the scope of biergarten music, ad hoc or ongoing?

#### Cleanup:

Some people will carry away food and non-alcoholic drinks from the biergarten and some of the associated trash will be discarded on park grounds and surrounding streets. This is inevitable human behavior. What do the applicants commit to doing about cups and containers discarded outside their premises from items purchased there? Will they include plastic? Within what perimeter of the beer garden within the park will its trash be collected? The discarded paper and plastic receptacles will likely be identifiable as coming from the biergarten. What do the applicants offer as an avenue of redress or accountability for ensuring compliance with any assurances they provide at this time?

- On some summer weekend nights the parking lot is full of cars attending obviously organized large picnic or get together events with grilling, playing basketball and partying out. The morning after finds much trash littering the surrounding areas. How will this kind of cleanup be coordinated with the inevitable trash that may come from the biergarten?

#### Boating Traffic:

Food and drink operations elsewhere on Madison lakes cater to drive up boaters. Have the operators considered the impact such traffic could have on the limited boat launch facility and pier at Starkweather Creek near the proposed biergarten? What impact will this have on the fishermen who actively use this area to put in and take out their boats? On people fishing from the limited breakwater pier?

- How will noisy jet ski traffic (which should be anticipated) be accommodated?

Future Plans:

What is the three year business plan of the applicants? If an alcohol license is approved the neighborhood should know what expansion possibilities are envisioned.

Will the license(s) approved limit the scope of commercial activity, making any broadening of service or facility subject to further review and approval? If so by whom. If an alcohol license is approved it should be known at this time what expansion or broadening of services is subsumed (not subject to further approval) automatically. For example, if the applicants now indicate amplified music or live music is not "intended", can they add it without further municipal process in the future? If they decide to offer a smoke house for German brats or BBQ is that subject to approval?

Can alcohol license approval carry explicit stipulations that formalize what the applicants say they will do informally at this time?

If a license is granted will the owners establish a clear point of accountability for questions, concerns or problems that might arise or would such contingencies fall to the police department (nuisance complaints) or the alder?

Thank you for your continuing support in hopefully getting assurances that the applicants will be the good neighbors are presenting.

Dan Caucutt

Begin forwarded message:

**From:** Marj Pertzborn <[marjpertzborn@yahoo.com](mailto:marjpertzborn@yahoo.com)>  
**Date:** November 15, 2016 at 7:56:05 PM CST  
**To:** David Ahrens <[dmahrens@gmail.com](mailto:dmahrens@gmail.com)>, Dan Caucutt <[caucud@charter.net](mailto:caucud@charter.net)>  
**Cc:** Kristine Heimerl <[nrthblff@gmail.com](mailto:nrthblff@gmail.com)>, Barb Gilbertson <[barbdickg@yahoo.com](mailto:barbdickg@yahoo.com)>, Carol Rickey <[cvrickey7@gmail.com](mailto:cvrickey7@gmail.com)>, Paul and Judy Weber <[WEBERPV@aol.com](mailto:WEBERPV@aol.com)>, JanAndJimTighe <[tighe187@aol.com](mailto:tighe187@aol.com)>, Joanna Rouse <[joanna@rousemgmt.com](mailto:joanna@rousemgmt.com)>  
**Subject:** Re: -concern about the proposed Beer Garden at Olbrich  
**Reply-To:** Marj Pertzborn <[marjpertzborn@yahoo.com](mailto:marjpertzborn@yahoo.com)>

Hi Mr. Ahrens....

Thanks for getting back to us regarding the proposed beer garden at Olbrich. While your information was similar to the article we read in the Cap Times today re: this potential project, my husband and I continue to have questions and concerns.

It appears from the emails we have been reading today, residents of Olbrich on the Lake Apartments were not aware of or informed about the Beer Garden plans for Olbrich Park. We understand a couple of meetings were held in a few neighborhoods, but find it odd no outreach was done to our large apartment complex. As you probably know, we have three floors of residents living in

several buildings directly across from the proposed Beer Garden. Without this outreach, it does not seem clear that "... all (neighborhoods) endorsed their proposal to lease the property from the city." We would say Olbrich on the Lake Apartments is a large portion of these neighborhoods. In addition, you have suggested there was an article on the front page of the neighborhood newsletter from the developers. We have not seen or read anything about this proposal. To us, it seems as though the people who will be directly impacted by this project, living ~150 yards or so from the shelter, were not provided information, or involved in the discussions, or given an opportunity to have input into this decision. Finally, we wonder why all this has happened and reached the Alcohol License Review Commission step in seemingly 5 weeks or so?

Unfortunately, we are not in Madison at this time, and will not be able to attend this meeting. As a result, we have numerous questions and concerns we cannot discuss with the Commission. Therefore, as our Alder, we are expecting you will also represent us and others who have concerns in Wednesday's meeting with the commission. Hopefully the list of questions and concerns below will assist you in understanding all of the concerns surrounding this project. For example,

- why is there a need to change the park from a place where many people swim, play basketball/volleyball/soccer, ride bikes, picnic, canoe, walk, etc. into a beer garden?
- Isn't this proposal in direct conflict with the philosophy of Madison's Parks & Recreation Department to promote family values and activities?
- How do micro breweries in the area feel about this proposal? In the business world, would a new beer business view this competition as positive?
- You have noted this is very successful in Milwaukee communities. Where else in Madison or Dane County is this type of venture occurring?
- In reading about this project, there is a mention of the number of parking places available for vehicles in the Olbrich lots. However, what does the traffic study indicate for availability of these parking spots during the planned hours of the beer garden? Living across from the parking lots, we know both lots are often full, especially weekends, holidays and the end of the day.
- While you mention this type of beer garden has been successful in Milwaukee, what evidence do you or the developers have that it would also be good for Madison?
- We understand the city would lease this property to the developers. Besides the money from this lease, what else will Madison and the impacted communities receive from this agreement?
- We also have concerns about adding more noise to an already noisy environment. Eastside Club has music frequently and we hear it at Olbrich by the Lake. In addition, when Olbrich Gardens has music, we hear it; when people are playing music while playing basketball, we hear it; when families picnic and play music, we hear it. We will hear the beer garden too.
- What does the traffic control study say about the safety of this idea? As members of this community, we have major concerns with the frequency of accidents, the placement of bus stops, and the number of walkers and bikers present. We're sure the history of accidents is obtainable from the city.
- What is the city's sequence of steps in making decisions about leasing city property to a business?
- What is the city's policy for allowing profit-making businesses to use city parks.

- what concerns do the developers and the city have that this facility would actually become a sports bar, following summer softball games every night of the week at the Olbrich Park fields?
- Statistically, how many other beach houses in Madison are also being considered for closing to open a beer garden?
- What are the guidelines and timelines for responding to violations of the agreement?
- We understand the need to make improvements to the beach house and its availability. But, we don't understand how adding a beer component to the park is the answer.
- According to your comments ... "the establishment is seeking to create a "family friendly atmosphere." I take this to mean that they would not permit or encourage drunkenness. This means that kids can play in the area outside of the garden area and the parents do not have to be concerned about the behavior of other patrons." We are amazed in this description. Has the city considered the other aspects of the beer garden's impact on children. For example,
  - Who will be supervising the children "outside of the garden area?"
  - How will the safety of these unsupervised children be ensured?
  - We know there is documented evidence of the impact of children watching adults model certain behaviors. What will this "family-friendly" environment model for the children playing outside the beer garden?
- selfishly, when our grandkids visit, they look forward to using the park and beach. Having a beer garden is not what they think of.

We enjoy watching families and kids using the park, seeing boats on the lake, walkers and bikers traveling through the area, families grilling and picnicking for special family events (e.g., birthday parties). Having a beer garden seems to be in direct conflict to all of these events. Just so you understand, we enjoy going to outside venues, especially those near the lakes. But, to develop a beer garden in this popular family destination is in direct opposition of Madison's original concept of having family-friendly available green space and parks in our city.

We look forward to hearing your responses to our concerns, and your intentions to present these concerns to the city of Madison and the Alcohol License Review Commission.

Sincerely,  
 Marj and Rich Pertzborn  
 3528 Atwood Avenue  
 Madison, WI

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**From:** David Ahrens <[dmahrens@gmail.com](mailto:dmahrens@gmail.com)>

**To:** Dan Caucutt <[caucud@charter.net](mailto:caucud@charter.net)>

**Cc:** Kristine Heimerl <[nrthblff@gmail.com](mailto:nrthblff@gmail.com)>; Barb Gilbertson <[barbdickg@yahoo.com](mailto:barbdickg@yahoo.com)>; Carol Rickey <[cvrickey7@gmail.com](mailto:cvrickey7@gmail.com)>; Paul and Judy Weber <[WEBERPV@aol.com](mailto:WEBERPV@aol.com)>; Marj and Rich Pertzborn <[marjperzborn@yahoo.com](mailto:marjperzborn@yahoo.com)>; JanAndJimTighe <[tighe187@aol.com](mailto:tighe187@aol.com)>; Joanna Rouse <[joanna@rousemgmt.com](mailto:joanna@rousemgmt.com)>

**Sent:** Tuesday, November 15, 2016 5:04 PM

**Subject:** Re: -concern about the proposed Beer Garden at Olbrich

Dan, et.al:

The biergarten under consideration would be similar to the biergartens both public and private that have operated in Milwaukee for several years. They are successful for the operator but largely successful for the communities in which they are located. So much so that communities vie for their placement.

The characteristics of these biergartens- that are different than bars- are the hours that are much more limited- generally 3-9. Perhaps in the summer it would be an hour later in the weekends. They do not serve hard liquor. They do not have loud music or music for entertainment. They are planning on a single speaker to play polkas to create the ambience.

The important difference however, is that the establishment is seeking to create a "family friendly atmosphere." I take this to mean that they would not permit or encourage drunkenness. This means that kids can play in the area outside of the garten area and the parents do not have to be concerned about the behavior of other patrons.

This will take active security and surveillance by the operator. It will also require that they have a stable, visible perimeter defining the garten. It will be away from the beach and the not intrude into the walking path along the side of the lake. It will not permit smoking. They are, of course, responsible for clean-up and maintenance of the property.

It remains to be seen of course how the plans are consistent with the operations. If they fail to meet these requirement on a consistent basis the license as well as the permit are in jeopardy.

The operators had meetings with all of the neighborhood associations last month. To my knowledge, all endorsed their proposal to lease the property from the city. There was an article on the front page of the neighborhood newsletter by the operator. I assume it had contact information to learn more about the proposal.

The Alcohol License Review Commission will have a meeting to review the license tomorrow at 530 PM at the City County Building, Room 201. I will be there. Let me know if you have any further questions.

Best regards,  
David

On Tue, Nov 15, 2016 at 11:13 AM, Dan Caucutt <[caucud@charter.net](mailto:caucud@charter.net)> wrote:

Based on this email stream I have significant concerns about this proposal from the perspective of community safety and general ambience. The Eastside Club across the street has at least one night a week in the summer when they have "outdoor events". The associated music is loud and very tacky; they recalls my youthful visits to Juarez MX. But, it is after all the anchor stone Eastside Businessmen's Association with long standing. If one cannot expect "taste" from such an organization, what can one hope for from a newcomer, coming in fast?

I can set aside for sake of argument the obvious risks with authorizing yet another outdoor beer bar, since those merits should stand on their own. I will say that in summer there are many childrens' soccer games going on constantly in the surrounding fields. The marginal social and economic benefit from a beer garden, like beauty, lies in the eyes of the beholder (in the case the financiers and sponsors).

Today is the first I have heard about the proposal. I wonder what effort was made to advise the neighborhood timely. If the Alcohol Board review is really tomorrow night then the advance work by the sponsors has been either inadequate or selective.

The beer garden, if binding restrictions like on music, are not tied to a license we will see a degradation in quality of life, assuming peace and quiet meet that definition.

By this response I am formally asking Alder Dave to reassess the acceptability of this project. Certainly the timing of the Alcohol Review. Dave: what's up?

Dan Caucutt  
Atwood and Walter

On Nov 15, 2016, at 10:20 AM, Joanna Rouse  
<[Joanna@rousemgmt.com](mailto:Joanna@rousemgmt.com)> wrote:

Hi Krsitine,  
Thanks for the update.  
I replied from Annette's email to Helen and I think you were cc'd on it.  
Let me know if you weren't.

All the best and safe travels!  
Joanna

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**From:** Kristine Heimerl <[nrthblff@gmail.com](mailto:nrthblff@gmail.com)>

**Sent:** Tuesday, November 15, 2016 8:51:51 AM

**To:** Joanna Rouse

**Cc:** Barb Gilbertson; Carol Rickey; DanCaucutt; Paul and Judy Weber; Marj and Rich Pertzborn; JanAndJimTighe

**Subject:** Fwd: -concern about the proposed Beer Garden at Olbrich  
Hi Joanna,

Am on my way to Chicago and can't make the meeting and know A. Is out of town. Do you know about the proposed biergarten across the street? Of course it could be nice for participating citizens but we would be exposed to constant loud music and other noise until late at night, lots of traffic, maybe people trying to park in our lots.

Jeanie Vershay's phone is [608-516-0378](tel:608-516-0378) to voice opposition if you're of like mind.

Kristine Heimerl

----- Forwarded message -----

From: "Helen Fischer" <[helenjfischer24@gmail.com](mailto:helenjfischer24@gmail.com)>

Date: Nov 14, 2016 11:28 PM

Subject: Fwd: -concern about the proposed Beer Garden at Olbrich

To: "Kristine Heimerl" <[nrthblff@gmail.com](mailto:nrthblff@gmail.com)>, "Annette Davis" <[annette@rousemgmt.com](mailto:annette@rousemgmt.com)>, "Helen Fischer" <[helenjfischer24@gmail.com](mailto:helenjfischer24@gmail.com)>

Cc:

> FYI. I was not aware of the Biergarten plan until last week. I wonder if Rouse Management knows. I think the impact on Olbrich by the Lake would be largely negative: alcohol, 250 seats, loud music until 10-11 pm.

> I've sent an email to the residents in my building voicing my concern.

> Add your voice if you agree. There's an Alcohol Review Board meeting Wednesday night. It's moving very quickly.

>

> Helen

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>

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> ----- Forwarded message -----

> From: **Jeanie Verschay** <[jeanie@tds.net](mailto:jeanie@tds.net)>

> Date: Mon, Nov 14, 2016 at 12:37 AM

> Subject: -concern about the proposed Beer Garden at Olbrich

> To: [helenjfischer24@gmail.com](mailto:helenjfischer24@gmail.com), [ljlebwohl@uwalumni.com](mailto:ljlebwohl@uwalumni.com)

>

>

> Hello there,

> It was very nice to meet both of you last weekend. I have been wrapped up in other things this past week- and stunned by the election. I wanted to check in because the group that wants to do the Beer Garden is to be on the agenda for approval by the Alcohol Review Committee this Wed. and it would be important to let that committee that there are concerns. Helen, I am hoping that other people in your building may be willing to speak out about this. Dave Ahrens, the alder for the area, should hear what people think. I am sending this link to an article that a friend sent that seems to be a 'promo' for the plan and am discouraged that Dave Ahrens states he supports it. When I spoke with him several weeks ago, he was quite taken by the fellows- saying they had made nice presentations to the neighborhood groups (I guess he didn't realize that was required of them by the parks dept.).

>

> <http://host.madison.com/ct/news/local/city-life/madison->

eyes-a-german-style-beer- garden-for-olbrich-park/  
article\_34db7208-5665-552e- bb6e-cc0a01007b1a.html

>

>

> Thanks-- Jeanie Verschay --608-516-0378 (work/cell-  
voicemail will say Employment Connections)

>

## Christianson, Eric

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**From:** Jennifer Laack [jlaackjennifer@yahoo.com]  
**Sent:** Monday, December 19, 2016 8:14 PM  
**To:** Gloede, Carl; Christianson, Eric; ferchocs@yahoo.com; Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; msd@foolproofplan.net; grades5@yahoo.com; Skidmore, Paul; Allen, Roger; Bidar-Sielaff, Shiva; sfletcher@uwsa.edu; tlc@mailbag.com  
**Cc:** Knepp, Eric; Oleksiak, Claire; Ahrens, David  
**Subject:** Statement of Opposition to the Olbrich Biergarten  
**Categories:** Eric

Dear Members of the Alcohol License Review Commission:

I am writing you to register my strong opposition to the proposed Olbrich Park Biergarten. I have attended an information session on this project on December 8, 2016, the Parks Commission meeting on December 14, 2016. I have reviewed the Parks Department Request for Proposal, BKM, Group LLC's response, reviewed BKM Group LLC's Liquor License Application, and met with other neighbors and Mike Bare (very briefly). Considering this, I believe I can now take an informed stance and I am still against this proposal.

Here are my reasons for being opposed to this project:

1. **Size:** BKM Group, LLC has proposed that the starting capacity would be to allow for 300 patrons (at the Parks Commission meeting Mike Bare stated they would reduce capacity to 270. During four special events per year capacity could be increased to a maximum of 1,000 patrons. This is too large of a project that will forever change the quiet and peaceful nature of Olbrich Park outside of other activities (baseball, soccer, basketball games, family gatherings, and special events). Additionally, since this is the starting point, it would open future opportunity for the developer to request an increase in size. Considering that neither BKM, Group LLC., nor any of the three principals, nor the City of Madison Parks Department have any experience related to the sales of alcohol nor any similar projects, the large size is very concerning.
2. **Lack of Experience:** Neither BKM Group, LLC, nor any of the individual principals have any experience whatsoever regarding the sale of alcohol or development projects. This would be their first undertaking. In previous meetings BKM Group, LLC has stated that they plan to hire an operations manager to run the business. Considering the seasonal nature of the business, it is concerning to rely on their ability to hire and retain talent to ensure that a seasoned professional manages bar operations.
3. **Alcohol Mixed with other Activities:** The Biergarten will be located on the lakeside portion of the Park. The facility will allow easy access for patrons wishing to test their swimming abilities, head out on a kayak, canoe, or SUP, motorboat, jet ski, bicycle, or motor vehicle. These possibilities will be easily accessible to patrons that have been drinking, including those that are legally (even if not obviously) intoxicated.
4. **Minors and the Biergarten:** the footprint of the Biergarten is quite large and the building provides some visual barriers from the service counter. The developer will hire wait staff and bus staff. Without any physical boarders of the facility, the developer plans to rely on posted signs and a small crew to provide service to legal patrons (this is the only activity the yields tips for staff and tips provide the bulk of compensation for employees in the service industry), clean and bus tables, stock duties, ensure that minors are not being served elsewhere in Biergarten, ensure that alcohol remains on premise. Considering the proposal would allow for 270 patrons daily and up to 1,000 during special events, it seems unlikely that minors will not be served, and alcohol won't leave the premises.
5. **Parking:** Frequently parking lots nearest the proposed Biergarten is typical full, with park patrons also filling on street parking spots. While the Parks Department has not recommended an official plan to deal with the inadequacy of parking, they have mentioned 3-hour parking limits in the lots with strict enforcement. This is problematic as many patrons will likely drive even if they are buzzed or intoxicated to avoid a parking ticket.
6. **Public Intoxication:** BKM Group, LLC, has stated this isn't a place where patrons are likely to get drunk. Yet they will be serving pitchers and possibly steins. As an averaged sized adult, I am legally intoxicated after consuming two

16 ounce IPA's. Further, the proposal states last call will be at 9:30 with the Biergarten (and Park) closing promptly at 10:00 pm. That means that if you parked in the park you need to have left the Biergarten, walked to your car and fully exit the park by 10:00 pm. This means anyone ordering at last call is consuming their final beverage very quickly.

7. Alcohol Messaging to Minors: Olbrich Park is enjoyed by many diverse users including children. Youth engage in organized activities in the park—soccer games, basketball, tennis, volleyball, swimming, among others. By adding a tavern to the park, the messaging to youth is that these activities were not sufficient uses of the Public Park, therefore we are layering on a large capacity bar. I recently spoke with a teenager (and his girlfriend) who resides near Olbrich Park. He shared how much peer pressure exists to drink alcohol. His friends often try to obtain and consume alcohol even though they are underage. Olbrich Park has always been a safe place, but he is concerned that once a bar opens, his friends will try to get beer there too. There is no shortage of places for of age adults to obtain a beer or other alcoholic drink. There are however limited sizable green spaces for our children and youth.

8. Shared restrooms: The proposal allows the Public Restrooms to be used by patrons of the bar. These same restrooms are also meant to serve individuals and families swimming at the beach, picnicking nearby, or renting boats from Rutabaga. The bathrooms also include facilities to change into beach, or boating attire. Many parents are concerned about having their young children use a bathroom that also services a bar, even accompanied.

9. Noise: BKM Group, LLC has requested only a PA Level 1 permit for amplification. I have less a concern about the amplification permit and more of a concern about the voices of 270-1,000 people drinking. During the softball games and other events, the voices of users carry some distance. Fortunately, these activities aren't a daily, so it is possible to enjoy a summer breeze through open windows frequently throughout the summer. This project will have a daily impact on residents nearby the project, an impact that will be daily, until 10:00 pm for at least 6 months of the year.

10. Biergarten is Exclusionary: BKM Group, LLC., wrote a plan that only permits minors if accompanied by an of age legal guardian, parent, or spouse. I certainly agree with this restriction as a step to hopefully reduce the instances of minors being served. However, this space is a Public Park and a Public Space, and I feel that while it is necessary because of the business being provided, it is a disappointing precedent to set. It is perfectly acceptable for privately owned space to have restricted access but disappointing in terms of public lands.

11. Jurisdiction Limitations: The proposed Biergarten is located well within Olbrich Park's boundaries, with a fair amount of park owned property around the project. BKM Group, LLC can certainly address and remove patrons that are intoxicated, or causing a disturbance or any other inappropriate or unsafe behavior, from the Biergarten, but they lack the ability and jurisdiction to take any removal action beyond the Biergarten. The business must rely upon resources provided by the Park Ranger program or the City of Madison Police Department to address persons removed from the bar but remaining in the park, and causing problems in the park. This will further stretch the resources of both the Park Rangers and the City of Madison Police Department.

12. Confusion about Public Input: I attended the November 16, 2016 Alcohol License Review Commission meeting. During that meeting, resident after resident that spoke indicated that we first learned about this project two weeks (or less) before the November 16, 2016 meeting. A recommendation was made by the ALRC for more public input. I, along with the Eastmorland Community Association and several other residents printed over 1,000 fliers and spent countless hours delivering fliers door to door to ensure residents were aware of a public meeting about this project on December 8, 2016. Alder David Ahrens had postcards sent out about the meeting to approximately 200 households. The December 8, 2016 meeting had greater turnout than the Lake Edge, SASY, Eastmorland, and public meeting held by the developer in late October combined, thanks to flier efforts of neighbors. Alder David Ahrens had a sign in sheet for this project and space to indicate support or opposition for the project. Very few attendees were in support of this project, many were opposed, and some were undecided. Between that poll, and volume of calls in opposition to this project received by Kathy Soukop, President of the Eastmorland Community Association, a decision was made for the Association to formerly oppose the project (in its current form).

However, at the Parks Commission meeting on December 14, 2016, the Parks Commissioner's stated that the opinions of residents near the project did not matter since Olbrich Park is not a neighborhood park, but rather a community park to be enjoyed by all Madison residents and visitors to our community. Considering this, public meetings regarding this project should have occurred throughout Madison, and Alder Ahrens should have

minimally notified all residents in his district about the public meeting through this postcard mailer. At the Parks Commission meeting, most public attendees opposed the Biergarten, with only a handful of attendees speaking in support of this project. However, the Parks Commission completely ignored the citizen voices that were the majority, and approved the project anyways. I own a house located near Olbrich Park. When I purchased my home, I never considered that a large capacity bar might open in the park sometime in the future.

I am not sure what the final decision will be regarding this project. If the consensus of the ALRC is to approve the liquor license application of BKM Group, LLC. I respectfully request that you place restrictions on the license to hopefully reduce the negative impact to nearby residents whose enjoyment of our personal property will be negatively impacted by this business. Here are my pleas for restrictions:

1. Reduced hours: last call at 9:00 pm with the facility closing promptly at 9:30 pm.
2. Reduced capacity: since this is both BKM Group LLC's first project, and the first Biergarten in a City of Madison Park, I recommend a starting maximum capacity of 150. This is nearly double the maximum capacity of many nearby and successful establishments located in Madison: Next Door Brewing, Jade Monkey, Ohio Tavern.
3. Special event capacity capped at 500 patrons, a perimeter established at special events, and security provided by BKM Group, LLC.
4. Rest days: having two days per week that the facility is closed to allow both the park and residents a period of rest.
5. Drink maximum for patrons: please consider imposing a two drink per patron maximum. This won't entirely prevent over-serving as many patrons will still be legally intoxicated at two drinks, but it will reduce the number of patrons that are completely intoxicated. The menu does not provide much substance to offset the alcohol consumption and there are few food facilities nearby.
6. Prohibit pitchers, and provide free water. The current menu requires water to be purchased and the sale of pitchers.
7. Operations manager requirement: Since the business owners lack experience related to alcohol sales, please require an operations manager to be on-site during all operating hours.
8. Require the applicant reapply for the Liquor License annually for the first 4 years of operations.

Thank you for carefully reading my letter and listening to my concerns, and considering my concerns in your decision regarding the applicants Alcohol License.

Very Respectfully,  
Jennifer Laack, City of Madison (Eastmorland) Resident

From: Joan Karis [bjms93@hotmail.com]  
Sent: Saturday, November 19, 2016 8:53 PM  
To: Christianson, Eric; katsbigbox@gmail.com  
Cc: Jeanie Verschay  
Subject: Olbrich Park and beer garden

Categories: Eric

Hi Eric and Kathryn,

Jeanie Verschay passed on your names to me regarding the proposed German-style beer garden at the lake edge at Olbrich. I see from the Friday State Journal, the decision has been delayed for now.

First off, I am one quarter German and like the idea. But, my concerns are the location.

My main concern is that it is next to a public beach. That space should be for kids and families. Think about how many "F" bombs will be dropped in casual conversation. (I didn't count, but I had lunch at Culvers last week and sat in a booth next to high school boys, and let's just say I had to hear that several times. Nothing against Culvers-this is common everywhere, but increases when alcohol is served.) Plus, are the patrons going to watching the activity at the beach or in the beach house? I find this very creepy and wouldn't want to bring young children there. The next location south has music, alcohol and food-on the lake.

I also have concerns about parking and litter.

And, lastly, how does one get access to lake front property for an alternative use? I am sure there are lots of life long Madison residents that would love to pull in their RV and take up a spot near the shoreline for the summer or longer. Isn't it there for everyone? The open spaces and park views are what make living in Madison so priceless.

Perhaps it could be for a long weekend. But, I am not in favor of a permanent setting.  
Thanks for hearing my point of view.  
Joan Karis

## Christianson, Eric

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**From:** Samantha Link [Samantha.Link@live.com]  
**Sent:** Monday, December 19, 2016 8:06 PM  
**To:** licensing  
**Subject:** Biergarten Proposal at Olbrich Park- ALRC

**Categories:** Eric

Dear ALRC,

My name is Samantha Link and I am a resident of Olbrich by the Lake Apartments, located on 3528 Atwood Ave, a part of the Eastmorland Community District.

I am writing in opposition to the Biergarten proposal in Olbrich Park. I would like my opposition to be on record. I know that you are likely receiving an influx of emails in regards to this topic and I really appreciate your time.

I believe that having a bar in Olbrich Park will compromise neighborhood integrity and will likely lower property values within the Eastmorland District. Like many of my neighbors, I have some serious concerns about excessive noise, public intoxication, disruption of traffic patterns, the possibility for an increase in crime and drug use, and for potential threats to the personal safety of myself and my neighbors. To mitigate the community's concerns, I implore the ACLRC to consider implementing the following limits on the Biergarten's operating license.

Please prohibit the Biergarten from serving pitchers and limit them to only serving alcohol out of 16 ounce glasses. It is my hope that a limit on serving container size could serve to reduce the risk of public intoxication and its attendant negative consequences as enumerated above.

Please only allow the Biergarten to operate at a 150 patron capacity with a 500 patron capacity during special events. Decreasing the Biergarten's capacity during normal hours, will help alleviate traffic patterns and will also alleviate any excess noise from crowds.

Further, please also consider restricting the Biergarten's use of music. I would like to request that the Biergarten not play any music, which includes amplified and un-amplified sound. This will help alleviate noise in the community and in the park, so that others who are not part of the Biergarten atmosphere can continue to enjoy the park as well. There of course would be exceptions for amplified sound during special events. The BKM Investors seemed open to this provision at the Parks Commissions Meeting.

Lastly, please consider having the Biergarten operate under a 50/50 food to drink profit ratio. Requiring, 50% of the Biergarten's profits to come from food and another 50% to come from drink will shift the focus of the Biergarten from a beer establishment to a more family friendly environment, which is something that the investors have seemed open to as well.

I hope that these revisions are something that you would be open to so that we can maintain a community that is vibrant and safe.

Thank you very much for your time.

Best Regards,

Samantha Link

## Christianson, Eric

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**From:** Amberdellger [amberdellger@gmail.com]  
**Sent:** Monday, December 19, 2016 6:48 PM  
**To:** licensing  
**Subject:** Biergarten at Olbrich Park

**Categories:** Eric

Good Evening,

I want to add my name to the list that supports the biergarten and paddle sport rental at Olbrich Park. I live at 118 Farrell St and think this project will be a great addition to the neighborhood! I'm really excited and hope it passes.

Thank you,

Amber

Sent from my iPhone

## Christianson, Eric

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**From:** heidi nelson [creaturenutt@yahoo.com]  
**Sent:** Monday, December 19, 2016 3:49 PM  
**To:** Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; Bidar-Sielaff, Shiva; Skidmore, Paul; msd@foolproofplan.net; grades5@yahoo.com; sfletcher@uwsa.edu; tlc@mailbag.com; ferchocs@yahoo.com; Christianson, Eric; Allen, Roger  
**Subject:** Re: Olbrich Biergarten  
**Categories:** Eric

Dear Alders,

In light of the inevitable debate surrounding the proposed biergarten and rutabaga outpost at Olbrich, I wanted to express my family's support for the proposed project.

We do not believe a venue that serves alcohol is automatically problematic, and we believe that adding this feature will enhance rather than detract from the public space use. We look forward to having an outdoor space like this to enjoy.

Change isn't automatically a bad thing, even on the East Side

Sincerely,  
Heidi Nelson  
109 Ohio

**Christianson, Eric**

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**From:** Mike Degrood [mikedegrood@gmail.com]  
**Sent:** Monday, December 19, 2016 3:46 PM  
**To:** licensing  
**Subject:** Olbrich Biergarten, File 44842: Support

**Categories:** Eric

To whom it may concern,

I'd like to express my support for the proposed Olbrich Biergarten.

As a resident of the Eastmorland neighborhood with two young children, my wife and kids frequent Olbrich park and most regularly that is to utilize the beach for swimming during the summer months. The proposed site of the Olbrich Biergarten is an underutilized area of the park, I feel the Biergarten would bring a needed attraction to the park, increase the use of the beach, and add vibrancy to the park without detracting from the vast open fields that are used for activities and sports. A casual family friendly outdoor space, that is specifically not a bar, to act as a meeting space and enjoy refreshments (alcoholic and otherwise) while overlooking the park and lake much like the UW Memorial Terrace would be a welcome venue within walking distance.

Thank you for your consideration.

Regards,  
Mike

Michael deGrood  
1 Leon St.  
Madison, WI 53714

## Christianson, Eric

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**From:** Brenda Morris [albertina72@gmail.com]  
**Sent:** Monday, December 19, 2016 7:22 PM  
**To:** licensing  
**Subject:** proposed Olbrich biergarten

**Categories:** Eric

To Whom It May Concern:

I wanted to express my support of the proposed biergarten at Olbrich park. I live nearby and really like the idea of an outdoor spot to have a cold drink by the lake. I am also a potential customer of the kayak and canoe rental - it would be fun to canoe from Olbrich, but I don't want to buy and maintain my own canoe.

I hope that neighborhood concerns about parking and noise can be addressed, but really as long as the biergarten closes fairly early (as I understand is in the proposal already) I see no problem with occasional live music - as already happens in the park and at the East Side Club.

The prospect of renovated parking lots and restrooms also appeals, as that end of the park is frankly looking a bit run down these days.

I do hope the plan is for a German style biergarten - family friendly, (leashed) dog friendly, with some food and non-alcoholic drinks along with the beer. If so, I'm in full support. I'm not very good at attending meetings and speaking up in front of people, so I wanted to write to you and be sure you know that there are neighbors who would gladly utilize this feature of the park.

Sincerely,  
Brenda Morris  
3149 Buena Vista St.  
Madison, WI 53704

--

Brenda Morris  
Madison, WI

## Christianson, Eric

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**From:** Fred Svensson [svensson.fred@gmail.com]  
**Sent:** Tuesday, December 20, 2016 3:05 PM  
**To:** licensing  
**Subject:** Re: Olbrich Biergarten

**Categories:** Eric

Sorry, My previous email was sent accidentally before a spell check. Please disregard previous email and use the following for records:

Dear Committee:

My name is Fred Svensson and I am a resident of the Eastmorland neighborhood and would like to register my support for the proposed Biergarten in Olbrich Park.

I would normally not take the time to express myself to each of you but I must since my neighborhood association, the Eastmorland Community Association wrote a letter expressing opposition to the Biergarten. This was a surprise for me as the letter by the ECA was issued without any meeting or normal process for input by residents. In fact, the person who drafted the letter did so after meeting in secret with persons opposing the Biergarten and without quorum of the board or a written notice to members and without documented attendance. This is not how matters should be decided in a free and democratic society.

My support for the Biergarten is based on my experience and fondness for parks in my native Sweden. It is not uncommon to have venues through parks such as mini golf, boat/bike rental, ice cream, pizza, waffles, beer, etc. This allows families to spend time in park and meet others and truly enjoy the day in a shared space.

I support this initiative as well because I have grumbled about the current state of affairs at the park for too long. Bathrooms are closed, the building vandalized regularly and my young son and I have even stumbled upon people having sex behind the building when we've simply wanted to enjoy the beach. This area is underutilized, the beach is dirty and garbage whirls around everywhere.

I am really looking forward to being able to enjoy a central place in my neighborhood to meet with other neighbors, a place so easily accessible from my neighborhood by foot or bike.

I hope you approve this project when it comes before the city council as it is highly anticipated by a majority of the residents in my neighborhood.

Thank you,

Fred Svensson  
Eastmorland Resident since 2004

On Tue, Dec 20, 2016 at 2:52 PM, Fred Svensson <[svensson.fred@gmail.com](mailto:svensson.fred@gmail.com)> wrote:

Dear Committee:

My name is Fred Svensson and I am a resident of the Eastmorland neighborhood and would like to register my support for the proposed Biergarten in Olbrich Park.

My neighborhood association, the Eastmorland Community Association wrote a letter expressing opposition to the Biergarten which was both shocking and a surprise to me. Unofficial polling in Eastmorland has shown over 90% support. The letter by the ECA was issued without any meeting or normal process for input by residents.

My support for the Biergarten is based on the nature of parks in my Homeland of Sweden. It is not uncommon to have venues through parks such as ice cream, pizza, waffles, beer, etc. This allows families to spend time in park and meet others and enjoy the day.

I support this initiative as well because I have grumbled about the current state of affairs at the park for too long. Bathrooms are closed, building vandalized and my young son and I have even stumbled upon people having sex behind the building when we've simply wanted to bigot the beach. This area is underutilized, the beach is dirty and garbage whirls around everywhere.

I am really looking forward to being able to enjoy a central place in my neighborhood to meet with other neighbors, a place so easily accessible from my neighborhood by foot or bike.

I hope you approve this project as it is highly anticipated by a majority of the residents in my neighborhood.

Fred Svensson  
Eastmorland resident since 2004.

## Christianson, Eric

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**From:** Laura Guyer [lauraguyer@outlook.com]  
**Sent:** Tuesday, December 20, 2016 12:30 PM  
**To:** licensing  
**Cc:** Ahrens, David  
**Subject:** In support of the Olbrich Biergarten

**Categories:** Eric

Dear Members of the ARLC,

I am writing to express my support of the proposed Olbrich Biergarten.

I have lived in the Eastmorland neighborhood for approximately 13 years. During this time, I have often lamented that Olbrich is an underutilized public asset. While portions of the Park see plenty of use, the beach house and surrounding space does not. My husband and I have walked to the beach on numerous occasions with our young daughter, only to find that we are the only ones present, the beach house is boarded up, and there is a distinct feeling that this area of the Park has been left behind or forgotten.

I love to see change occurring in our public spaces as we collectively adapt to current trends and lifestyles.

My experience with similar Biergartens is that they are family-friendly public gathering space that encourage people to spend time outdoors. Additionally, I firmly believe that this amenity will be a benefit for existing businesses. The Biergarten will not compete for customers - it will be one more reason for people to spend time in the neighborhood. For example, I can easily envision that my family might stop at the Biergarten to play a few games of bean bag toss or fly a kite and have a beer before heading over to the East Side Club for a fish fry. However, as a stand alone destination, we rarely make it to the East Side Club.

I am not concerned about traffic, parking, vandalism, or environmental impacts. If nothing else, experience tells me that the Biergarten is exactly the catalyst that we need to address some existing deficiencies, improve the area, and bring new resources and support to this area of the Park. I trust the City's oversight process and I trust that City staff will do an excellent job working with the vendor and protecting the public's interest.

I also know that this is a relatively small portion of the overall Park and that the proposal will not immediately create expensive or extensive changes to the existing infrastructure. Therefore, changes can be made if there are problems or the entire thing can be undone if the venture fails.

Thank you for your consideration of the Olbrich Biergarten.

Sincerely,  
Laura M. Hicklin  
3637 Dawes St  
608.345.6066

## Christianson, Eric

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**From:** Chuck H [clock\_9@hotmail.com]  
**Sent:** Tuesday, December 20, 2016 11:48 AM  
**To:** licensing  
**Subject:** Olbrich Biergarten  
**Categories:** Eric

Please forward this email to the members of the ALRC.

I am a resident of the Eastmoreland neighborhood, just north of Olbrich Park. I wanted to express my support for the proposed beer garden at the Olbrich beach. I think this operation will be an asset to our neighborhood. I trust that the city parks staff will monitor the operations under whatever lease and operating agreement are pending so that there will not be issues with litter noise, etc.

I think this proposal is a unique attempt to establish a public/private use and space in the park using a model that has been successful in other communities. Please support the license application for the Biergarten.

Thank you.

Charles Hicklin  
3637 Dawes Street  
Madison

## Christianson, Eric

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**From:** Kim Sisson [kbeitlich@gmail.com]  
**Sent:** Tuesday, December 20, 2016 8:42 AM  
**To:** Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; Bidar-Sielaff, Shiva; Skidmore, Paul; msd@foolproofplan.net; grades5@yahoo.com; sfletcher@uwsa.edu; tlc@mailbag.com; ferchocs@yahoo.com; Christianson, Eric; Allen, Roger; licensing  
**Subject:** Olbrich biergarten proposal.  
**Categories:** Eric

Good morning,

I am unable to attend the ALRC meeting tomorrow night but I wanted to state that as an Eastmorland homeowner, my family supports the biergarten proposal at Olbrich. We think it would be a welcome addition to the park and our neighborhood. I would also like to note that the letter from the Eastmorland neighborhood association stating that the ECA was not in favor was sent with little to no neighbor input. Their view in no way represents the entire neighborhood.

We look forward to spending time this summer at an outdoor venue within walking distance of our home.

Thank you for considering this proposal,  
Kim Sisson

## Christianson, Eric

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**From:** Alan Hiebert [hiebert.alan@gmail.com]  
**Sent:** Tuesday, December 20, 2016 1:36 PM  
**To:** Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; Bidar-Sielaff, Shiva; Skidmore, Paul; msd@foolproofplan.net; grades5@yahoo.com; sfletcher@uwsa.edu; tlc@mailbag.com; ferchocs@yahoo.com; Christianson, Eric; Allen, Roger  
**Cc:** Ahrens, David  
**Subject:** Olbrich Biergarten proposal  
**Categories:** Eric

Dear Alcohol License Review Commission members,

I am in favor of the Olbrich Biergarten proposal. In my estimation the positives outweigh the negatives. Arguments against the proposal, such as concerns about safety at the Atwood/Walter intersection, are not related to the biergarten and are being used opportunistically. I urge the Alcohol License Review Commission to consider arguments on both sides carefully and to understand that the Eastmorland Community Association's stance does not necessarily reflect the views of all residents of the Eastmorland neighborhood.

Sincerely,

Alan Hiebert  
3522 Johns St.  
Madison WI 53714  
608-213-8192  
[hiebert.alan@gmail.com](mailto:hiebert.alan@gmail.com)

From: Andy Olsen [andyo1960@gmail.com]  
Sent: Wednesday, November 16, 2016 4:58 PM  
To: Gloede, Carl; Christianson, Eric; ferchocs@yahoo.com; Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; msd@foolproofplan.net; grades5@yahoo.com; Skidmore, Paul; Allen, Roger; Bidar-Sielaff, Shiva; sfletcher@uwsa.edu; tlc@mailbag.com  
Cc: Ahrens, David  
Subject: Please delay Olbrich Biergarten Approval

Categories: Eric

Dear Members of the ALRC:

Following press reports I became aware of the proposed Biergarten for Olbrich Park. Due to a conflict I cannot attend your meeting this evening. After review of the application, I have concerns as follows and ask you to send this back to the Parks Commission for more review:

\* In our neighborhood (see Cottage Grove Road) we already have plenty of opportunities to find local private businesses that serve beer. A publicly subsidized competitor is not needed to serve the beer-drinking public.

\* The functions of the proposed Biergarten are already served, and served better, by the East Side Club, a community-run facility adjacent to the park. The ESC is run by volunteer citizens, including many Madison residents and has served the community for generations and is open to the public.

Please consider moving the Biergarten site to Law Park, next to Monona Terrace. Your reaction might understandably be "but that would detract from Monona Terrace." Exactly my point as regards the ESC.

With so much lake shore in Madison, why must the city place this so as to provide subsidized competition, right next to a prized community facility? Madison has miles of lake front to choose from.

\* The plans for the facility seem inadequate as regards trash. Trash pickup will be voluntary. It seems very likely we will have beer cups and other trash littering Olbrich Park and the lake.

\* With all that concentrated foot traffic in one area we can probably expect loss off grass cover. The plans in the application are literally sketchy and vague. Who has responsibility for maintaining that area to prevent loss of ground cover? Taxpayers? Loss of ground cover can also lead to soil erosion into the lake. There are other questions. There is plenty of time before a spring opening for this matter to be given more careful and deliberate consideration. I ask you to send decline or delay this application to better protect the public interest.

Thank you for your attention.

Andy Olsen

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Andy Olsen  
4108 Hegg Ave  
Madison WI 53716  
608-334-1456

## Christianson, Eric

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**From:** Heather Daniels [hdaniels@uwalumni.com]  
**Sent:** Tuesday, December 20, 2016 10:16 PM  
**To:** licensing  
**Subject:** Biergarten at Olbrich

**Categories:** Eric

Dear Alcohol License Review Commission-

I live at 3522 Johns St and support the biergarten at Olbrich Park. I urge you to support the proposal in front of you tomorrow evening.

The Eastmoreland Neighborhood Association letter opposing the plan was not discussed nor voted on at a neighborhood association meeting so it is unclear that it actually represents the opinion of the neighborhood. It certainly does not represent my opinion or others I know in the neighborhood.

Best  
Heather Daniels

## Christianson, Eric

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**From:** Dan Nordstrom [dnordst@gmail.com]  
**Sent:** Tuesday, December 20, 2016 9:58 PM  
**To:** Witzel-Behl, Maribeth; Rummel, Marsha  
**Subject:** Comments regarding new licenses in District 6

**Categories:** Eric

Dec. 20 2016

Dear Members of the ALRC and Alder Rummel,

I'm writing to you in opposition to the proposed beer garden at Olbrich Park. I hope you choose wisely!

88,000 people die from alcohol related fatalities in the United States making it the 4th leading cause of preventable death. National Institute on Alcohol Abuse and Alcoholism.

<https://www.niaaa.nih.gov/alcohol-health/overview-alcohol-consumption/alcohol-facts-and-statistics>

A report issued by the Wisconsin Population Health Institute in 2013 found that the cost of alcohol policies in Wisconsin cost taxpayers approximately \$6.8 billion.

<http://archive.jsonline.com/news/health/wisconsin-binge-drinking-exacts-68-billion-toll-new-report-says-4194g4u-197362241.html>

Madison was recently rated fourth among cities in percentage of citizens who drink heavily or binge drink on a regular basis. Wisconsin State Journal, May 19, 2016.

[http://host.madison.com/ct/news/local/city-life/wisconsin-takes-spots-in-top-for-drunkest-cities-madison-comes/article\\_7452c79c-c500-5cd3-8b4f-1a8ffb019149.html](http://host.madison.com/ct/news/local/city-life/wisconsin-takes-spots-in-top-for-drunkest-cities-madison-comes/article_7452c79c-c500-5cd3-8b4f-1a8ffb019149.html)

Wisconsin's high drinking rates linked to 4 A's: Availability, Attractiveness, Affordability, Acceptance. Wisconsin Public Radio. September 8, 2014. <http://www.wpr.org/wisconsins-drinking-problem-doesnt-stem-cultural-heritage-expert-says>

Alcohol Outlet Density is a well known problem. A Dane County report from 2012 explains what problems might be expected from alcohol outlet density and what can be done to prevent it.

<https://www.dhs.wisconsin.gov/publications/p0/p00778-dane.pdf>

The University of Wisconsin's School of Medicine and Public Health supports limiting alcohol outlet density: <http://whatworksforhealth.wisc.edu/program.php?t1=21&t2=13&t3=38&id=74>

The Robert Wood Johnson Foundation and the Centers for Disease Control conducted a 10 year study that looks more specifically at violent crime and alcohol outlet density.

<http://blogs.cdc.gov/pcd/2015/05/28/reducing-alcohol-outlet-density-can-reduce-violent-crime/>

The Centers for Disease Control's Community Preventive Task Force recommendations on alcohol sales are available here: <http://www.thecommunityguide.org/alcohol/index.html> Limiting alcohol outlet density is not the only recommendation - there are many that appear to address violent crime and other harms due to alcohol consumption.

Thank you for considering these findings and I urge you to support limiting alcohol outlet density in Madison.

Sincerely,

Dan Nordstrom, MSSW, CAPSW, SAC-IT  
136 Talmadge St.  
[dnordst@gmail.com](mailto:dnordst@gmail.com)

--

Dan Nordstrom, MSSW, CAPSW, SAC-IT  
Holistic Addiction Solutions of Madison  
702 N. Blackhawk Ave. #104  
Madison, WI 53705

Phone: (608) 301-5807  
Fax: (888) 974-4213

Email: [dan@addictionmadison.com](mailto:dan@addictionmadison.com)  
Website: [www.addictionmadison.com](http://www.addictionmadison.com)

Confidentiality Notice:

The information in this message (and any documents attached to it) is confidential and may be legally privileged. It is intended solely for the addressee. Access to this message by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or any action taken, or omitted to be taken in reliance on it is prohibited and may be unlawful. If you have received this message in error, please delete all electronic copies of this message (and any documents attached to it), destroy any hard copies you may have created and notify me immediately by replying by phone (not by email). Thank you.

## Christianson, Eric

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**From:** Samantha Ziesemer [sjziesemer@gmail.com]  
**Sent:** Tuesday, December 20, 2016 7:38 PM  
**To:** Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; Bidar-Sielaff, Shiva; Skidmore, Paul; msd@foolproofplan.net; grades5@yahoo.com; sfletcher@uwsa.edu; tlc@mailbag.com; ferchocs@yahoo.com; Christianson, Eric; Allen, Roger  
**Cc:** scott sala  
**Subject:** Support for Olbrich Bier Garden  
**Categories:** Eric

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Hello Members of the ALRC,

This email is to voice our support for the Olbrich Bier Gardens, as we are unable to attend the license review meeting tomorrow. We believe the Olbrich Bier Gardens will attract us, as well as friends and Madison visitors, to frequenting Olbrich Park much more often and will be a benefit to our community and neighborhood.

Thank you!

Samantha Ziesemer

Scott Sala

2213 Sommers Avenue

## Christianson, Eric

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**From:** Edward Woolsey [e.a.woolsey@mailbag.com]  
**Sent:** Tuesday, December 20, 2016 6:28 PM  
**To:** Christianson, Eric  
**Subject:** Biergarten at Olbrich license

**Categories:** Eric

Dear Commissioner Eric Christianson (City Clerk's Office),

I am a resident of Madison and the Eastmorland neighborhood. Our neighborhood includes Olbrich Park. I am concerned about the safety of our neighborhood with the proposed inclusion of a Biergarten as a place maker for Olbrich Park. At present, the BKM Group, LLC plan is for a 270 – 300 person capacity area to serve beer and cider. This is supposed to be a family friendly enterprise but I have my doubts. Alcohol consumption has been a problem in the park and within the last 5 years, so much so that alcohol was banned from the park. The BKM group claims there will be sufficient oversight for their operation. A capacity of close to 300 people (up to 1000 during 4 special events) makes the Biergarten one of the largest tavern operations in the city. An unfenced - in facility as well. How can one reasonably expect to maintain control or keep underage drinkers in check? Furthermore, as a family friendly activity, the young children of families will be able to come and go at will. This represents a problem within the Biergarten itself but more importantly could create additional problems inside the restroom facilities. Additionally Rutabaga is establishing a boat rental facility in the same area. While they will have people sign releases (self protection), it is not reasonable to expect that all boaters or for that matter swimmers, will be sober. Alcohol makes people better swimmers and boaters? There is also the problem of concealed weapons. Most facilities can regulate whether guns are or are not allowed. Guns and alcohol don't mix. An open facility could make this impossible.

If an operation of this sort is to take place, I think a number of rules over and above those proposed by BKM should be regarded. The facility should be fenced in to reduce to a minimum illegal drinking. The capacity should be reduced to something more friendly with no more than 100 adults (not including their children) allowed at one time. Some method for keeping guns out of the facility, or signs notifying customers that guns may be present. Oversight of the bathroom facilities that are available for use by all park goers not just the customers of the Biergarten. A plan that has last call for alcohol no later than 15 minutes before sunset and closure at no later than 15 minutes after sunset. Lakes can be dangerous, particularly after dark, and while lighting is available with the facility, cleaning up the environs will be difficult, particularly if the area is unfenced.

Unfortunately, adding regulations that make the facility safer creates additional problems. This area now becomes more exclusionary while in operation. The entire park needs to be open to all people whenever the park is open. Even lowering the capacity will not make the area open if the facility is open 7 days a week. Access to restrooms will be facilitated however and pressure on the non - graveled (something for another discussion will be lessened) lawn will be reduced. A five - day week operation would be preferable. I question whether alcohol vending in the park is a viable solution.

Thank you for your consideration,

Ed Woolsey

3802 Dawes Street

## Christianson, Eric

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**From:** Mike Bare [mike.bare83@gmail.com]  
**Sent:** Tuesday, December 20, 2016 3:11 PM  
**To:** licensing; Gloede, Carl; Christianson, Eric; ferchocs@yahoo.com; Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; msd@foolproofplan.net; grades5@yahoo.com; Allen, Roger; sfletcher@uwsa.edu; tlc@mailbag.com; All Alders  
**Cc:** Knepp, Eric; Oleksiak, Claire; Ahrens, David  
**Subject:** Olbrich Park Biergarten  
**Attachments:** BKM Group - Letter to ALRC December.pdf  
  
**Categories:** Eric

Dear ALRC Members, Alders, and City Staff:

Thank you for your service to our community.

I'm writing as a co-owner of BKM Group, LLC, d/b/a Olbrich Biergarten. Tomorrow night, 12/21/16, the ALRC will consider our liquor license for opening a biergarten at Olbrich Park. We are very excited about opening this German-style biergarten.

We hope you will include the attached letter and enclosures in your consideration of our proposal.

Further information about our proposal is available at  
<https://urldefense.proofpoint.com/v2/url?u=http-3A-www.olbrichbiergarten.com&d=CwIFaQ&c=byefhD2ZumMFFQYPZBagUCDuBiM9Q9twmxaBM0hCgII&r=9hLUhk d3td1xKagS4IeCM7lC7ur1RNUj9VJZd2F8 sk&m=Fd4UKKTPytSf VKEafQtbF3v-1KILZTEwpCn1J4Z5-I&s=d5gYp-WCxAL1aVeiZr9drj56B-DhtlidMS3WUkbBY0k&e=>

Thanks again,  
Mike

-----  
Mike Bare  
Co-Owner  
BKM Group, LLC d/b/a Olbrich Biergarten  
[mike.bare83@gmail.com](mailto:mike.bare83@gmail.com)  
608-620-3001  
<https://urldefense.proofpoint.com/v2/url?u=http-3A-www.olbrichbiergarten.com&d=CwIFaQ&c=byefhD2ZumMFFQYPZBagUCDuBiM9Q9twmxaBM0hCgII&r=9hLUhk d3td1xKagS4IeCM7lC7ur1RNUj9VJZd2F8 sk&m=Fd4UKKTPytSf VKEafQtbF3v-1KILZTEwpCn1J4Z5-I&s=d5gYp-WCxAL1aVeiZr9drj56B-DhtlidMS3WUkbBY0k&e=>

## ***The BKM Group***

543 Harvest Lane, Verona, WI 53593 | (608) 620-3001

December 21, 2016

### **Members**

Alcohol License Review Committee

210 Martin Luther King Jr. Blvd.

Madison, Wis. 53703

Re: Item 44842 New License BKM Group LLC • dba Olbrich Biergarten

Members of the Madison Alcohol License Review Committee:

Thank you for considering our liquor license application. Since you last considered our application on November 16, we have:

1. Conducted additional public outreach;
2. Received unanimous (5-0) endorsement of our operational agreement by the Board of Park Commissioners;
3. Made several adjustments to our application based on feedback we have received from ALRC, the Board of Park Commissioners, the Coordinator of the Wisconsin Alcohol Policy Project, and neighbors; and
4. Developed the attached draft Responsible Alcohol Consumption Action Plan.

These points significantly strengthen our case for being granted a liquor license to operate the Olbrich Biergarten. Our proposal is unique and has the potential to be a special addition to Madison.

### 1. Conducted additional public outreach:

In the past month, we have presented our proposal and answered questions at an additional public information session on December 8 hosted by Alder David Ahrens (District 15) and advertised heavily by neighbors, Alder Ahrens, the City of Madison, and BKM Group, LLC; we have answered a list of 46 questions sent by neighbors in advance of the December 8 meeting; we met with the leadership of the Eastmorland Community Association; we answered questions from the Board of Park Commissioners and public comments at their December 14 meeting; we have discussed our operational plans with the Coordinator of the Wisconsin Alcohol Policy Project; we have met individually with neighbors; and we presented our plans to the Board of Directors of Olbrich Botanical Gardens and the Friends of Starkweather Creek.

This amount of public engagement goes above and beyond the requirements usually placed on any liquor license applicant. We have offered neighbors and other members of the community numerous opportunities to ask questions and provide feedback. We have thoroughly answered questions in person, at public events and hearings, and via email and telephone.

### 2. Received unanimous (5-0) endorsement of our operational agreement by the Board of Park Commissioners:

Last Wednesday, December 14, The Board of Park Commissioners held a public hearing and considered the attached vendor operational agreement. The Board unanimously (5-0) approved our operational concept and instructed Parks Department staff to negotiate with us on a few minor points.

### 3. Made several adjustments to our application based on feedback we have received from ALRC, the Board of Park Commissioners, the Coordinator of the Wisconsin Alcohol Policy Project, and neighbors:

## ***The BKM Group***

The adjustments we have made to our plan include:

1. Setting the last call at 9:00pm;
2. Ending amplified sound at the 9:00pm last call (Note: The attached draft agreement with the City will be re-negotiated to reflect this.);
3. Reducing our maximum capacity from 300 people down to 270 people. This will both reduce any potential noise and reduce the burden on the Park's parking lots. We request that our application be amended to reflect this 10% reduction in capacity;
4. Prohibiting minors from consuming alcoholic beverages in the Biergarten, even if accompanied;
5. Prohibiting smoking, e-cigs and tobacco use in the Biergarten area;
6. Being open to a condition being placed on our license that we must change our liquor agent to an experienced operating manager prior to opening;
7. Designating one of the four special events we are allowed each year by our draft agreement with the City will be a benefit for the newly formed Friends of Olbrich Park;
8. Requiring servers to be 21 or older and maintain a BAC below .04 while on duty (this evidence-based requirement was developed in consultation with the Coordinator of the Wisconsin Alcohol Policy Project);
9. Requiring that service and consumption of alcohol will be allowed only in designated reusable containers we provide. Non-alcoholic beverages will be served in distinctly different containers we provide;
10. Requiring our staff to check IDs of anyone appearing below age 35, having a state ID book and ID scanner with hard drive on hand to check IDs, and requiring servers to confiscate false IDs;
11. Contracting with an outside vendor to conduct at least two unannounced alcohol age compliance checks each year; and
12. Providing assistance to patrons with obtaining safe rides.

### 4. Developed the attached draft Responsible Alcohol Consumption Action Plan.

Many of the above adjustments reflect our draft Responsible Alcohol Consumption Action Plan. The Board of Park Commissioners requires vendors that serve alcohol to submit a Responsible Alcohol Consumption Action Plan for approval by the Board.

This plan is based on similar plans maintained by other Madison Parks vendors, evidence-based responsible alcohol consumption policies, and is the result of working with Parks Department staff and incorporating feedback from the Madison Police Department, the Wisconsin Alcohol Policy Project and other sources. These operational policies will put Olbrich Biergarten among the establishments with the best policies in the City of Madison and State of Wisconsin for ensuring responsible consumption.

This additional public outreach and engagement, along with these proposed changes to our plan, prove that we will be a responsible liquor license holder that is both accountable to and a benefit to the City of Madison, taxpayers, Olbrich Park users and stakeholders, and neighbors.

Finally, we retract our application for a Class C wine license. We respectfully request you approve our application for a Class B liquor license.

Sincerely,



Michael Bare, Co-Owner, BKM Group, LLC, d/b/a Olbrich Biergarten

## ***The BKM Group***

### Enclosures:

1. Draft "Responsible Alcohol Consumption Action Plan"
2. Responses to feedback we have heard about this proposal
3. Draft agreement with the City of Madison, endorsed by the Board of Park Commissioners on December 14

# DRAFT

## Olbrich Biergarten Responsible Alcohol Consumption Action Plan

BKM Group, LLC, as part of their management of the Olbrich Biergarten, will execute the following Responsible Alcohol Consumption Action Plan. This plan is based on similar plans maintained by other Madison Parks vendors, evidence-based responsible alcohol consumption policies, and is the result of working with Parks Department staff and incorporating feedback from the Madison Police Department, the Wisconsin Alcohol Policy Project and other sources.

### **General alcohol-related policies and practices for staff and operation:**

1. All staff will receive mandatory training by Olbrich Biergarten management and/or external experts.
2. All servers must complete Serv-Safe alcohol and Serv-Safe food training and present their certification to be kept on file at the Biergarten by the Operating Manager.
3. All servers are 21 or older.
4. Employees must maintain a BAC below .04 while on duty.
5. We will have a licensed operator monitoring alcohol service at all times.
6. The on-duty manager is responsible for ensuring staff and patrons follow these policies and all applicable laws. This manager is authorized to respond to incidents, remove any individuals in violation of these rules or any applicable law, or contact law enforcement.
7. Service and consumption of alcohol will be allowed only in designated reusable containers we provide. Non-alcoholic beverages will be served in distinctly different containers we provide.
8. All patrons appearing to be age 35 or younger will be required to show ID to purchase alcohol.
9. We have a state ID book and ID scanner with computer hard drive on hand to check IDs.
10. Servers will confiscate false IDs, report it to law enforcement, and will receive a stipend for finding false IDs.
11. We will contract with an outside vendor to conduct at least two unannounced alcohol age compliance checks each year.
12. No unaccompanied minors are allowed in the Biergarten.
13. No underage individual will be allowed to purchase alcohol at the Biergarten or consume alcohol in the Biergarten even if accompanied by a parent, guardian, or spouse. Our staff will monitor consumption within the Biergarten. If underage drinking is found, all individuals involved may be escorted out of the Biergarten and the manager may contact law enforcement.
14. We reserve the right to refuse alcohol to anyone we determine has had too much to drink or anyone who is visibly intoxicated and we will not serve them alcohol. These patrons will be assisted with finding a safe ride.
15. We reserve the right to refuse service to anyone found in violation of the rules at any time.
16. An incident record will be kept on file at all times in the event there is ever an occurrence of a fake ID found, service refused, etc., and will be kept on record for at least 24 months.
17. We provide an attractive selection of food and affordable non-alcoholic beverages at a cost lower than alcoholic beverages.
18. We will install security cameras to monitor the premises in compliance with Madison Ordinance 38.05(13).

## ***The BKM Group***

### **Olbrich Biergarten Rules:**

The following rules will be posted prominently at the entrance to Olbrich Biergarten and on our website:

- Show respect for our neighbors, Lake Monona, and Olbrich Park.
- Outside alcohol is prohibited by law at Olbrich Park. All alcohol must stay within the Biergarten.
- A parent, guardian or spouse over 21 must accompany individuals under 21 in the Biergarten.
- Individuals under 21 may not consume alcohol, even when accompanied by a parent or guardian.
- Grills are prohibited in or around the Biergarten.
- Picnic baskets and deliveries of outside food are welcome. Outside catering services are prohibited.
- All tables at the Biergarten are shared. A limited number of tables may be reserved for a special event.
- All motor vehicles, motorcycles & motor scooters must remain in the paved parking lot.
- No smoking, e-cigs, or tobacco use in the Biergarten.
- No personal amplified sound is allowed in the Biergarten.
- Last Call at the Biergarten is 9:30pm. Plan accordingly. You must return all Biergarten containers and be out of Olbrich Park when it closes at 10pm.

Offenses punishable by ARREST as determined by local law enforcement authorities:

- Underage drinking
- False identification (attempting to use fake IDs)
- Disorderly or unsafe conduct

Last updated 12/16/2016

**RESPONSES TO FEEDBACK WE HAVE HEARD ABOUT THIS PROPOSAL**

**“This went too fast. We didn’t know.”**

- We have done a tremendous amount of outreach. At the November 16, 2016, ALRC public hearing on our liquor license application, Alder Verveer complimented us on “an unprecedented amount of outreach,” and stated that the ALRC received “a record number of letters of support.”
- Below is a timeline of our activities:
  - May 25: City of Madison issued a request for proposals (RFP) for placemaking services at the Olbrich Park Beach House.
  - September 19: After following its standard process, the City of Madison notified us we were co-winners of the RFP, and the City publicly released the announcement.
  - September 19: We informed Alder Ahrens of the announcement.
  - September 22: We met with Alder Ahrens to discuss neighborhood outreach.
  - September 26: Alder Ahrens notified the leaders of Eastmorland and Lake Edge Neighborhood Associations of our proposal.
  - September 27: We responded the next day to both leaders.
  - October 11: We presented our proposal to the Eastmorland Community Association at their monthly meeting.
  - October 12: We presented our proposal to the Lake Edge Neighborhood Association at their monthly meeting.
  - October 13: We presented our proposal to the SASY Neighborhood Association. They passed a motion to endorse our proposal and later submitted a letter to City leaders.
  - October 14: We notified the leadership of the Eastmorland, Lake Edge and SASY neighborhood associations of our October 27 required information session.
  - October 14: We provided blurbs for the neighborhood association newsletters and listservs that included a description of our proposal, the date of our information session, and our contact information.
  - October 27: We held a required information session at the Olbrich Park Beach House to discuss our proposal and liquor license application.
  - November 8: The Eastmorland Community Association discussed our proposal at its monthly meeting, but we were not invited to participate.
  - November 9: The Lake Edge Neighborhood Association passed a motion to endorse our proposal and later submitted a letter to City leaders.
  - November 16: ALRC held a public hearing on our proposal and application for a liquor license.
  - November 22: We notified neighborhood associations and individuals who had been in touch with us previously about our December 8 public information session.
  - November 22 to December 8: Alder Ahrens, neighborhood associations, BKM Group, and City staff informed neighbors of our December 8 information session.
  - November 28: The City Clerk’s office notified about 200 nearby residents of our December 8<sup>th</sup> information session via postcard.
  - December 6: We responded in writing to 46 questions sent the previous day by Ms. Jennifer Laack, representing neighbors.
  - December 8: We held an additional public information session.
  - December 14: We met privately with the leaders of the Eastmorland Community Association.
  - December 14: The Parks Commission held a public hearing on the draft vendor agreement.
  - December 20: We briefed the Friends of Starkweather Creek.
  - December 20: We briefed the Board of Directors of Olbrich Botanical Gardens.
  - December 21: ALRC to hold a public hearing on our proposal and application for a liquor license.

## The BKM Group

### **"This will be too noisy."**

We understand that noise is an important consideration when balancing the use of a park and neighbors' experience. We believe our plan will minimize disturbances:

- We will not be playing loud music. The goal for the Biergarten atmosphere is one where conversation is possible.
- The sound will be limited to PA1 Level (no louder than 75 decibels at 150 feet from the source).
- We are farther away (670 feet) from the nearest residence than the East Side Club (238 feet), and the softball diamonds (380 feet) are to the nearest residence.
- We have reduced our proposed maximum capacity by 10% (from 300 down to 270) to help alleviate any potential crowd noise.

### **"There's not enough parking."**

- o There are 369 public parking stalls at Olbrich Park, not including stalls in the boat launch lot or the lot at Olbrich Botanical Gardens. Similar venues in Madison have far fewer parking stalls.
- o The beach house lot itself has 120 spots. For perspective, the East Side Club has 110 spots.
- o There are three-hour time limits on the parking lot and they are monitored.
- o Additional bike racks will be installed and walkers and cyclist have easy access from the Capital City Trail and the "Lake Loop."
- o Public transit is available on four bus routes on Atwood Ave.
- o Layering activities strengthens public spaces: many of our patrons will already be at the park.
- o We have reduced our proposed maximum capacity by 10% (from 300 down to 270) to help alleviate any potential parking conflicts.
- o This map shows the neighborhood with parking stall counts, transit access, bicycle access, and distances to neighbors:



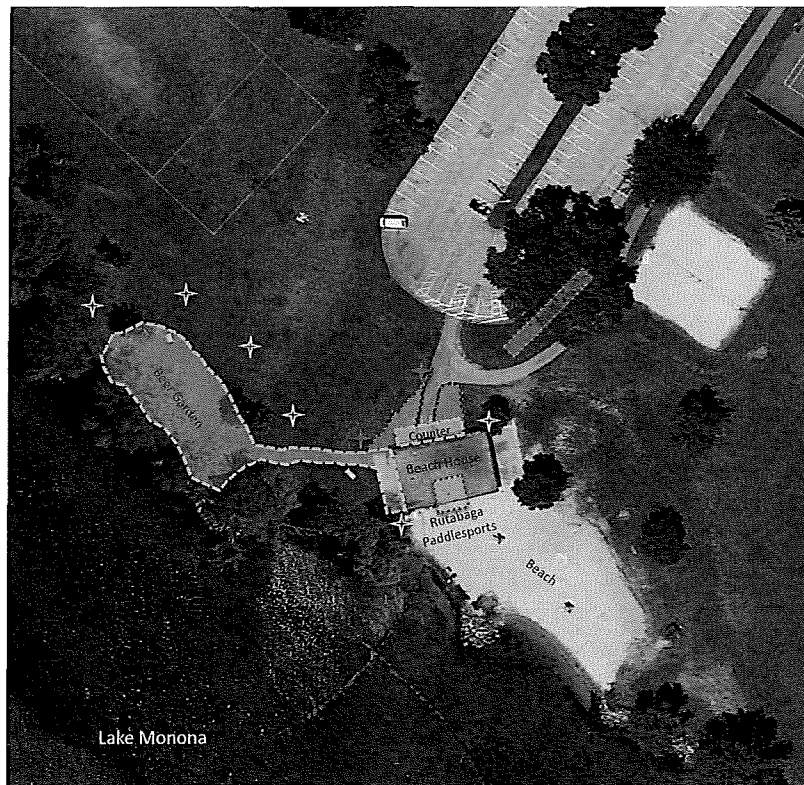
## ***The BKM Group***

### **"It's too big."**

- The Biergarten will occupy only 0.2% of the total acreage of Olbrich Park.
- Our operation will not interfere with park users' access to the restrooms, Lake Monona, the beach, volleyball courts, basketball courts, tennis courts, soccer fields, softball diamonds, the playground, the boat launch or Olbrich Botanical Gardens.

### **"Will it have a fence?"**

- A fence is not in keeping with the spirit of a City park that is open to anyone for legal uses.
- Our contract with the City will specify a "premises" that will be marked with signs and monitored by staff. Signs and staff monitoring have succeeded at Milwaukee's beer gardens.
- There is evidence from six beer garden operations in Milwaukee over several years that indicates a fence is unnecessary.
- The map below shows a draft plan for the site. Stars indicate proposed sign locations. White star sign locations will have "No alcohol beyond this point" facing the Biergarten and "No unaccompanied minors allowed during operation" facing out. The red stars sign locations will have the rules contained in our Responsible Alcohol consumption Action Plan.



### **"How will you control access by minors?"**

- Minors will not be allowed to purchase alcohol or consume alcohol in the Biergarten, even if accompanied.
- A perimeter with signs and staff monitoring (See map above) will keep unaccompanied minors out, as required by law.
- All of our staff will be Serv-Safe trained and certified.
- We will inspect IDs from customers in accordance with industry standards.
- Consumption of alcohol will only be allowed from containers we provide, and containers will be provided only to patrons with ID verifying age. There will be separate containers for alcoholic and non-alcoholic beverages.

## ***The BKM Group***

- The attached Responsible Alcohol Consumption Action Plan also addresses this concern.

### **“It will cause litter.”**

- We will have multiple receptacles for both trash and recycled and we will remove litter daily.

### **“What about the environment?”**

We are committed to being environmental stewards.

- We plan to serve local products—beverages sourced from the state of Wisconsin and food from Dane County.
  - Sourcing locally is better for the environment and healthier.
- We will minimize the presence of our operation under the drip line of trees on the Biergarten premises.
- We will use recyclable serving materials. We are working on plans to serve alcohol in reusable non-glass containers (glass is prohibited in parks).
- We will have receptacles for trash and recycling that will be emptied regularly throughout the day.
- We will clear litter from the site daily.
- We are in discussions with the Friends of Starkweather Creek about ways to inform our patrons of their presence next to the Lake and their impact on it.
- We are discussing with the City how to better manage storm water runoff from the parking lot and building.

### **“Alcohol was already banned in this park because of problems.”**

- Ordinance 8.24(1)(ee) prohibits alcohol in Olbrich Park without “prior approval of the Parks Division or the Parks Superintendent.” Our understanding of the intent of this ordinance is to address uncontrolled and unmonitored alcohol consumption problems in the Park at a different shelter, not to outright ban alcohol in the park. Sports leagues, special events, and other parks users have successfully obtained this permission, including MSCR’s softball leagues.
- Our operation will model responsible consumption and will not over-serve. All of our staff will be Serv-Safe trained and certified.
- The attached Responsible Alcohol Consumption Action Plan addresses concerns about responsible consumption.

### **“What is the security plan?”**

- We will install security cameras and our staff will be trained to respond appropriately to any concerns that arise.
- We will foster a family-friendly environment with our co-occupants at Rutabaga Paddlesports.
- Milwaukee’s parks with beer gardens have seen their incident reports and police/sheriff calls go from a “substantial amount” down to “next to nothing.”
- Underutilized public spaces can attract undesirable activity such as graffiti, break-ins, underage drinking and illegal substance use. Like Milwaukee’s experience, our family-friendly operation will generate positive activity.
- The attached Responsible Alcohol Consumption Action Plan also addresses this concern.

### **“This is too close to other establishments, including the East Side Club.”**

- Competition is a positive incentive for our competitors and us.
- We briefed the East Side Club board of directors on our proposal on November 29, 2016, and they have not shared any concerns with us.

### **“Private business shouldn’t profit off of a park.”**

## ***The BKM Group***

- We will make permanent capital improvements to the premises, pay a parks vending fee, pay a fee for using the space, and take on the cost of utilities and the bathrooms. The financial benefit of this agreement to Madison taxpayers exceeds \$230,000 over seven years.
- The City of Madison currently contracts with a number of private vendors to provide placemaking and other services at public parks.
- Private vendors who share a portion of their revenue or pay a fee to the City operate the City's Breeze Stevens Terrace, the Mallards Stadium, Brittingham Boats, Wingra Boats, and other sites.

### **"We're not Milwaukee."**

- We want to learn from Milwaukee's success and apply it to the Olbrich Biergarten.
- Public beer gardens also operate in other cities across the country.

### **"Owners have no experience in hospitality."**

- Experience in hospitality was not a requisite for being awarded the RFP. RFP responders were asked to list experience, and we were deemed to be a qualified applicant.
- The experience we do have—advocacy and community building, business management, and business law—is applicable and of use, especially in this unique business venture in a public space.
- We intend to assign our operations manager as our liquor agent prior to opening and are open to a condition being placed on our license so the ALRC must approve our change in liquor agent to an experienced operating manager before beginning operations.
- If all liquor licenses were denied to applicants with no experience in operating a bar, no entrepreneur would be able to succeed.
- An operating manager with extensive experience in bar management will manage the day-to-day operations of the Biergarten and supervise assistant managers.
- We are passionate about building community and facilitating community gathering. We are local. We chose to do this here and not in another City.
- We have a vision that matches with Madison's values, including:
  - Stewardship of the environment: sourcing food from Dane County and all beverages from within the State of Wisconsin, using environmentally-friendly materials and practices, respecting the park, and limiting our environmental footprint;
  - Progressive employee relations: We will provide competitive compensation, and a non-discriminatory and safe workplace; and
  - A family-friendly establishment: We want families to enjoy a day at the Lake with Rutabaga Paddlesports or playing at the park, and bring a picnic to the Biergarten.

### **"How much staff will be on site?"**

- A "bartender" describes an employee who is licensed to serve alcohol to the customer. We will have at least one licensed operator monitoring the service of alcohol. Other staff will also be responsible for monitoring the premises. These staff will be managers, food prep, servers, runners, and cleaning staff.
- Each server will be Serv-Safe trained and certified.

## **USE AGREEMENT FOR THE OLBRICH BEACH HOUSE FOR 2017-2023**

Between the City of Madison and BKM Group, LLC

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THIS AGREEMENT, entered into by and between the City of Madison, a municipal corporation (hereinafter referred to as “City”), and BKM Group, LLC (hereinafter referred to as “Permittee”), is effective as of January 1, 2017.

### **WITNESSETH:**

WHEREAS, Madison General Ordinances Sec. 8.17 allows for a person to obtain an annual parks vending permit, valid from April 15 of each year through April 14 of the following year (“Permit Year”), to allow the person to sell foods, beverages, goods, services and lessons in a City park; and,

WHEREAS, for many years, vendors have entered into agreements with the City allowing vendors to provide recreational, placemaking and concession services to City residents and visitors at City shelters and facilities located at numerous City parks, which agreements are in the public’s interests as they facilitate greater access and enjoyment of the City’s parks, lakes and recreational opportunities; and,

WHEREAS, the vendors provide services to City residents and visitors, such as canoeing, kayaking, and boating lessons, watercraft rentals, kids camps, and food and general concessions, that the City does not, and cannot, otherwise provide at these, or other, locations, but that are in the public’s interest, which services help the City with its placemaking efforts at the City’s parks; and,

WHEREAS, it is in the City’s interest to have only one vendor of these recreational and concession services at each Park to ensure that general public’s use of the Park is not interfered with, and that the vendor complies with general standards of safety and care in its dealings with the public; and,

WHEREAS, in 2016, following a Request for Proposals Process, Permittee was selected to provide placemaking services at the Olbrich Beach House in Olbrich Park, consisting of food and alcohol concessions in a biergarten setting; and,

WHEREAS, there are some needed capital investments to the Olbrich Beach House grounds and facilities that need to be made to provide the best and safest services possible, and these improvements can only be made by the Permittee if there is a contract confirming the relationship between the City and the Permittee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Permittee to use a portion of the Olbrich Beach House and the surrounding area in Olbrich Park (hereinafter, the "Premises") to conduct food and alcohol concessions.

The Premises is described as follows:

Portions of the Olbrich Beach House and surrounding lands, located within Olbrich Park, in the City of Madison, and more particularly described as follows: the existing large storage room, a portion of the men's lobby on the western side of the building that will be converted into a separately restricted space, the bathrooms and other common areas of the Beach House, the concrete pad on the western side of the building, the designated grounds adjacent to the western side of the building, and the concrete pad (including a potential extension thereof) and front of the building on the western two-thirds (approximately) of the north side of the building.

A map depicting the Premises is attached hereto as Exhibit 1.

2. Term; Renewal. The initial term of this Agreement shall be from January 1, 2017 through December 31, 2019. Thereafter, Permittee may renew this Agreement for up to two additional terms of two-years each if mutually agreed to by the City and the Permittee, running from January 1, 2020 through December 31, 2021 and from January 1, 2022 through December 31, 2023. To renew this Agreement, Permittee must, no later than October 1 in the final year of the then-current term, provide the City Parks Division with written notice of its intent to renew the Agreement. The City's decision to renew or not renew the Agreement will be based upon mutual agreement including the Permittee's performance under this Agreement during through the renewal request. The decision to renew or not renew the Agreement is not reviewable, and solely that of the Parks Superintendent, or his/her designee. The City will notify Permittee in writing of its decision to renew or not renew this Agreement no later than December 1 in the final year of the then-current term.
3. Grant. City does hereby grant to Permittee permission to operate a biergarten at the Premises, including selling alcoholic and non-alcoholic concession products, and other related products, at the Premises, as set forth in this Agreement. Alcohol will be sold for consumption at the Premises only. The City will retain all riparian rights at the Premises and in no way does the Agreement transfer any riparian rights at Olbrich Park to the Permittee. As part of this grant of authority, Permittee shall have the exclusive use of the existing large storage room and that portion of the men's lobby on the western side of the building that will be converted into a separately restricted space, along with the concrete pad and designated grounds adjacent to the western side of the building, and the concrete pad (including a potential extension thereof) and front of the building on the western two-thirds (approximately) of the north side of the building. Any other uses of Olbrich Park by Permittee not covered by this Agreement shall be subject to Parks Division approval and may require additional permits or agreements with the City.

4. Capital Improvements. The Parties agree that improvements, repairs and upgrades to the Premises (“Improvements”) will be necessary or may be desirable in order to facilitate Permittee’s offering of services at the Premises. Regarding these Improvements, the Parties agree as follows:
- a. Timeline. The Parties will have the goal of completing the Improvements listed on Exhibit 2 by May 1, 2017. If the Improvements are not completed in all material respects to enable the opening of the Premises by Memorial Day 2017, the Parties shall determine a reasonable corresponding deferral of Permittee’s payment obligations under this Agreement. The City will cooperate and discuss with Permittee in good faith the specific details of, and timeframe for completing, all such Improvements such that they are completed in a reasonable manner that is mutually acceptable to both the City and Permittee.
  - b. Capital Investment. The Permittee agrees to make Improvements to the Premises with values of no less than \$62,500 in the aggregate over the lifetime of this Agreement (by Dec. 31, 2023).
  - c. Improvement Planning. The City and Permittee will conduct annual inspections of the facility to identify any planned Improvements and establish schedules for such work.
  - d. Plans and Approval. Prior to making any Improvement, Permittee must notify the Parks Superintendent, or representative, in writing of the anticipated Improvement. Except for Improvements to the electrical, plumbing, or other utility services to the Premises, or repairs under \$5,000, Permittee shall present the plans for the Improvements to the Board of Parks Commissioners, who shall either approve the Improvement, or reject the Improvement. If rejected, Permittee has no appeal rights, but may present a modified plan to the Board for reconsideration at a later date. Depending on the nature of the proposed Improvement, the Board of Parks Commissioners may require, before approving or rejecting the Improvement, an advisory opinion from the Board of Public Works. Notwithstanding the foregoing, the Improvements set forth on Exhibit 2 hereto are hereby approved by the City and Board of Parks Commissioners (the “Preapproved Improvements”).
  - e. Joint Participation. Upon notification of a proposed Improvement, the City may elect to participate in the project. If the City does elect to participate in an Improvement project, the Parties shall agree on each Parties’ respective shares. If the City determines that public bidding requirements are applicable, the City shall manage and oversee the project, accepting Permittee’s financial contribution to the Improvement prior to the start of construction. On any such City managed Improvement project, the City and its contractor shall coordinate the work schedule and plans with Permittee, and keep Permittee reasonably informed of the status of the project.

- f. Construction. Except as provided in the foregoing Subsections a. and e., the funding and construction of any Improvement under this Section is entirely the responsibility of the Permittee, who shall be responsible for obtaining any required permits, licenses, and approvals for the improvement.
  - g. Donation and Acceptance of Improvements. Once the Improvements are complete, Permittee shall notify the Parks Superintendent, or designee, who shall then have the Improvement inspected. If the Parks Superintendent, or designee, is satisfied that the Improvement is consistent with the approved plans, and there appear to be no obvious defects or deficient workmanship, the City will accept the Improvement, which will be considered a donation by Permittee to the City for the use and enjoyment of City residents who use the Premises.
  - h. Warranties and Representations. Permittee agrees that when making Improvements, it will ensure that any and all warranties and representations made to Permittee by the builder, contractor, manufacturer, etc., regarding the Improvement, shall also extend to the City, who shall assume ownership of the Improvement once completed.
  - i. Accounting. Upon the acceptance of the Improvement by the City, Permittee shall supply City with a final accounting of the costs of the Improvement, which amount will be applied towards Permittee's requirements under Subsection b.
  - j. Ownership of Improvements. Any Improvements made to the Premises pursuant to this Section shall be the property of the City upon completion and acceptance, where required, regardless of the source(s) of financial contributions for the improvement, except that the following items shall remain the property of Permittee and may be removed by Permittee from the Premises at the end of the term of this Agreement: coolers and refrigerators, stoves (if any) and tap system. While Permittee may use the Improvements pursuant to the terms and conditions of this Agreement, Permittee has no ownership right in any of said Improvements.
5. Conditions of Use. In entering into this Agreement, the Parties agree to the following terms and conditions regarding the Permittee's use of the Premises
- a. Services to be Provided at Premises. Permittee shall provide equipment and services to facilitate concessions at the Premises. This may include food and beverage (alcoholic and non-alcoholic) sales and selling supporting merchandise or equipment at the Premises. Alcohol will be sold for consumption at the Premises only. Permittee's services may also include youth and family activities or a play zone. A list of products and services will be provided to the City upon request by the Parks Division. Permittee shall provide these services for up to 55 hours per week at a minimum from Memorial Day weekend through Labor Day.
  - b. Co-Occupancy of Premises; Change in Status. Permittee is expected to occupy the Olbrich Beach House with another party during the lifetime of this Agreement (the "Co-Occupant"). The Co-Occupant shall have the exclusive use of the

existing refreshment and concession area along with the adjoining small storage/closet, as well as the non-exclusive use of the bathrooms and other common areas within the Beach House along with the concrete pad and beach area on the eastern side of the buildings, as identified on Exhibit 1. Co-Occupant is expected to conduct water sport equipment rental and instructional programs, run day camps, sell non-alcoholic concession products, and related products at the Premises, under the terms of a separate use agreement with the City. In lieu of Co-Occupant paying for utilities, Co-Occupant shall be responsible for cleaning and stocking the restrooms at the Beach House.

Permittee and the Co-Occupant shall both agree to act in good faith toward each other and not interfere with the other's use of the Beach House or surrounding area. Permittee agrees not to sell any products that are competitive with the products sold by Co-Occupant. Moreover, as part of the use agreement with the Co-Occupant, the City will not permit the Co-Occupant to sell food and beverage products that are competitive with the food and beverage products sold by Permittee. Should there be any issues between the Permittee and the Co-Occupant that cannot be resolved by Permittee and the Co-Occupant on their own, the Parks Division shall attempt to mediate the issue. If the Co-Occupant's agreement with the City is terminated for any reason prior to the end of this Agreement, Permittee and the City will discuss any changes that may be necessary to the terms of this Agreement. Co-Occupant and Permittee may enter into an agreement between them to set forth their respective rights and obligations with respect to the Olbrich Beach House.

- c. Permits and Licenses. Subject to Section 26.b., Permittee agrees, at its own expense, to obtain and keep current all licenses and permits necessary for the operation of Permittee's business, including an annual Parks Vending Permit under Madison General Ordinances Sec. 8.17 and a Class B alcohol license, and to comply with all Federal, State and City statutes, ordinances, rules and regulations applicable to Permittee's business. Permittee agrees to obtain all inspections by the Health Department, Fire Department or any other governmental agency that are required to operate the services authorized under this Agreement. Permittee shall provide the Parks Division with proof of such compliance upon request. Failure to comply with this provision shall be a default under this Agreement.
- d. Equipment. City shall be responsible for providing access to the Premises, access to water and electrical service, and functioning bathrooms at the Premises. Permittee shall provide all other equipment necessary to operate the facility, including, but not limited to, all kitchen equipment, safety equipment, exterior seating, concessions, products, refrigerators, freezers, microwaves, and cash registers. The Permittee and Co-Occupant shall be jointly responsible for the entire cost of cleaning supplies, soap, and paper products for the public bathrooms at the Olbrich Beach House. Permittee may place other equipment related to the operation of the Premises by the Permittee consistent with this Agreement in locations approved by the Parks Superintendent, or his/her designee. Permittee

may, solely at Permittee's expense, or along with Co-Occupant, install a security system at the Premises. Permittee may install or use other equipment with the written permission of the Parks Superintendent, or his/her designee. Upon request, Permittee shall provide the Parks Superintendent, or designee, with a current list of all the Permittee's equipment at the Premises.

- e. Utilities. Permittee is responsible for 100% of water, sanitary sewer, and gas and electric costs at the Premises. City will provide Permittee with the relevant meter data for the Premises. The failure to pay these bills by the due date is a default under Section 26. If Permittee fails to pay these utility bills and the City terminates this Agreement, the unpaid utility bills will be deducted from any remaining security deposit under Subsection t below.
- f. Product. Upon request by the Parks Superintendent or designee, the Permittee will provide a list of items offered for sale at the Premises by Permittee, including, but not limited to, food, beverages and confections, and related merchandise.
- g. Alcohol Sales. Permittee is permitted to sell food and beverages, including alcoholic beverages at the Premises. Permittee will be required to have a valid Class B license for the Premises. Permittee's operation is a fair-weather operation scheduled to be open up to 55 hours per week within Park open hours, weather permitting. Permittee shall not dispense or distribute alcohol after 9:30 p.m. The times of operation may be modified upon the written approval of Permittee and the Parks Superintendent, or his/her designee, subject to any conditions of the Permittee's Class B license. In addition, if ceasing to dispense or distribute alcohol at 9:30 p.m. results in repeated issues of customers not leaving the Premises by Olbrich Park closing time, Permittee may be required to cease dispensing or distributing alcohol at 9:00 p.m.

It is the responsibility of Permittee to manage the distribution of alcohol in compliance with all applicable laws, and Permittee is solely responsible for any incidents arising from any violation by Permittee of any such law(s). Permittee shall monitor the service of alcoholic beverages, make sure no one under the age of twenty-one (21) is drinking alcohol, and refuse service to people who appear to be intoxicated or using poor judgment in their drinking.

- h. Amplified Music Restriction. No amplified music requiring a PA2 permit shall be allowed during non-special event operations. Acoustic and background amplified music at a PA1 permit sound level is allowed to provide background music at the Premises. Amplification permits for special events must be secured through the Parks Division. PA1 permits have a sound limit of 75 decibels at 150 feet from the source. PA2 permits have a sound limit of 95 decibels at the sound board or 100 feet from the source, whichever is closer.
- i. Special Events. Permittee may hold up to four (4) days of special events and activities at the Premises each year with attendance of between 250 and 1,000

people. Any such special event or activity will not be charged a park event application fee, but other permit fees may apply depending upon the nature of the event or activity. Amplified music can be included in the special event application. All such special events or activities must be approved in advance by the Parks Division and coordinated with Co-Occupant. If a PA2 permit or event with an anticipated attendance of over 1,000 is requested, the Board of Park Commission must approve the event.

- j. Equipment Safety. Permittee shall maintain all of Permittee's equipment, including safety equipment, in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof.
- k. Storage. Permittee may store equipment at the Premises necessary to provide the services set forth in this Agreement. The Permittee may store equipment inside the western side common area of the Beach House, outside the western side of the Beach House and inside the bathrooms during the 'off season' in a neat, orderly, and attractive manner as long as it does not interfere with utility or fire access, the use of the Beach House by Co-Occupant, or is otherwise a public nuisance.
- l. Maintenance. Permittee shall be responsible for maintaining the Premises in a clean, safe and attractive condition when the Premises is in operation or use, including keeping the grounds immediately adjacent to the Premises picked up of all paper and debris. Permittee agrees that should the Parks Division determine that the maintenance requirements of this Subsection are not being met after written notification to Permittee and reasonable time to rectify, the Parks Division may perform or have performed additional cleaning or maintenance, and charge the actual costs of such work to Permittee, payable within thirty (30) calendar days of the issuance of the invoice, or as a charge against the Permittee's security deposit.

Any custodial services, and any chemicals, trash-liners, soap and paper used by the Permittee pursuant to its obligations under this Subsection, are required to be in accordance with the City's Green Cleaning Program and comply with the green product standards, specifications and practices of this Program. Permittee is required to be familiar with the applicable standards of the City of Madison's Policy for a Sustainable Green Cleaning Program during the permit year. These standards are set forth in the City of Madison's Administrative Procedure Memorandum No. 4-6, available at <http://www.cityofmadison.com/mayor/apm/4-6.pdf>. The failure to abide by the requirements of this Program shall be a default subject to Section 26 of this Agreement; provided that if such failure is caused by Co-Occupant in connection with its cleaning of the restrooms, Permittee shall be permitted to cure such failure as set forth in Section 26.a.

- m. Disposal of Fats, Oils and Grease. Permittee shall take measures to keep leftover fats, oils, grease and other food scraps ("FOG") from doing down the drains at the Premises, including, if necessary, a grease control device ("GCD"). Large amounts of FOG should be collected and stored in drums or barrels for recycling.

Small amounts can be poured into a sealed container and thrown away. Permittee should scrape or wipe FOG from dishware and cookware and put it in the trash. The City shall have the right of entry into the Premises at any time to make inspections, observation, measurements, sampling, testing, or records review of the GCD or Permittee's operations to ensure that the Permittee is in compliance with this Section. Operational changes, maintenance and repairs requested by the City to ensure compliance with this Section shall be implemented by Permittee at Permittee's sole expense.

- n. Refuse. Permittee is responsible for refuse disposal and recycling of waste from the Premises. Permittee may enter into an agreement with Co-Occupant to address this responsibility. The placement and manner of servicing of any dumpsters in Olbrich Park shall be subject to the approval of the Parks Superintendent or designee, such approval not to be unreasonably withheld.
- o. Alterations to Premises. No modifications of any kind, or fixtures, additions or removals shall be made to the Premises without the permission of the Parks Superintendent, or his/her designee. Any modifications shall be submitted in writing to the Parks Superintendent, or his/her designee, outlining the need, plan, cost, desire for financial or physical assistance and if the alteration will be considered an Improvement as set forth in Section 4 above. Notwithstanding the foregoing, the Preapproved Improvements detailed in Exhibit 2 are hereby consented to by the Parks Superintendent.
- p. Signage. All signs and banners, including menu boards, shall be approved by the Parks Superintendent or designee and the Zoning Administrator. Additionally, the Permittee shall post a readily observable sign at the Premises stating the Permittee's name, the Operating Agent and contact information as set forth below in Section 21.
- q. Weapons Prohibition. Permittee shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Agreement, other than while at the Permittee's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Agreement, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. Sec. 175.60(15m).
- r. Closing Date. The closing date of the Permittee's activities at the Premises shall be determined by Permittee, but such date shall occur no later than the Park Division's building winterization schedule, unless arrangements for winterizing of the Premises have been made by Permittee.
- s. Surrender of Premises. Upon the termination of this Agreement under Section 26, or, in the event that this Agreement is not renewed or expires under Section 2, Permittee shall vacate and remove all personal property no later than the end of the Agreement. However, with the Superintendent's written consent, the

Permittee may have additional time beyond the end of the Agreement to remove all equipment and property from the Premises.

The Permittee will deliver the facility to City in as good condition as the Premises was in at the commencement of the Agreement, with the exception of unavoidable wear and tear through careful use and with the exception of damage by fire, vandalism, natural disasters or other casualty beyond the control of Permittee. Permittee may be granted additional time to surrender the Premises under this Subsection by written agreement with the Parks Superintendent, or his/her designee.

Any damages to the Premises during the term of this Agreement beyond normal and expected wear and tear shall be the responsibility of the Permittee. If these damages are not repaired by the Permittee before surrender of the Premises to the City, the City shall cause the repairs to be made and charge the cost thereof against the security deposit as set forth in Subsection t below. Any balance still owing by Permittee in excess of the security deposit shall be due within thirty (30) calendar days of the invoice.

All equipment and other property of the City on the Premises shall remain the property of the City after the termination of this Agreement. No fixtures, whether or not purchased by Permittee, shall be removed from the Premises without the permission of the City. An inventory of City property and equipment will be performed before release. Any property of Permittee remaining on the Premises thirty (30) calendar days after surrender of the building will become the property of the City. Notwithstanding the preceding, Permittee must immediately surrender the Premises and remove all property therefrom in the event Permittee no longer meets the insurance requirements of Section 16.c.

- t. Security Deposit. The Permittee shall provide the City a security deposit in the amount of \$3,000 prior to occupying the Premises. To satisfy this security deposit requirement, the City agrees to either hold a check issued during each calendar year of the Agreement from Permittee for \$3,000 (in which case, upon receipt of a new check for a particular year, the City shall return or destroy any prior checks issued by Permittee pursuant to this Section), or hold Permittee's credit card information and an authorization to charge up to \$3,000. If, at the time of surrender of the Premises there are any damages or other assessable costs under this Agreement, City is permitted to either cash the check, deduct for any charges and return the balance to Permittee, or charge Permittee's credit card the assessable amount, up to \$3,000. Permittee must provide the Parks Division with a new check or an updated credit card authorization within fifteen (15) business days of changing banks. In cases where the damage and other assessable costs are greater than \$3,000, Permittee shall pay to the City the remaining balance within 30 calendar days of the invoice from the City. If it is discovered that the Permittee's check and/or credit card authorization are unable to satisfy the \$3,000 security deposit amount, the City is authorized to take possession of any personal

property of Permittee remaining on the Premises and sell this property to satisfy the security deposit requirement.

- u. Use Fee. For the use of the Premises and the right to provide the services set forth above herein, and in addition to the annual Parks Vending Permit under Madison General Ordinances Sec. 8.17, the utility costs imposed under Subsection e above, as well as the security deposit under subsection t above, Permittee agrees to pay the City a use fee ("Use Fee") for each calendar year of the contract, according to the schedule set forth below. The Use Fee shall be paid in six equal monthly installments which shall be due on the last business days of each month from April through September of each calendar year of this Agreement.
- v. Payment Schedule. Permittee shall make all payments required under this agreement. A payment will be considered late, and a default of the terms of this Agreement, if not received within five (5) business days of the due date.

The following is a projected schedule of annual payments based on the currently anticipated capital improvement plans and permit fees.

<b>Year</b>	<b>Est. Capital Improvements</b>	<b>Vending Permit</b>	<b>Use Fee</b>	<b>Financial Benefit to City</b>
2017	\$37,500	\$900	\$13,000	\$51,400
2018	\$5,000	\$900	\$18,500	\$24,400
2019	\$5,000	\$900	\$23,500	\$29,400
2020	\$15,000	\$900	\$25,000	\$40,900
2021	N/A	\$900	\$27,000	\$27,900
2022	N/A	\$900	\$29,000	\$29,900
2023	N/A	\$900	\$30,000	\$30,900
<b>Totals</b>	<b>\$62,500</b>	<b>\$6,300</b>	<b>\$166,000</b>	<b>\$234,800</b>

- 6. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties. In the event of a conflict between the terms of this Agreement and the terms of any

document attached or incorporated herein, the terms of this Agreement shall control and supersede any such conflicting term.

7. Status of Permittee. It is agreed that Permittee is an independent contractor and not an employee or representative of the City and that any persons who Permittee utilizes and provides for services under this Agreement are employees of Permittee and are not employees of the City of Madison. In addition, it is agreed that by granting Permittee the right to use the Premises for the purposes set forth herein, that the City is not granting Permittee the right to sell or distribute any City goods or services nor is there a community of interest, as that term is defined at Wis. Stat. Sec. 135.02(1), between the City and Permittee arising from this Agreement. The Parties both acknowledge that this Agreement does not create a dealership under Wis. Stat. Ch. 135.
8. Assignability and Subcontracting. Permittee shall not assign or subcontract any interest or obligation under this Agreement without City's prior written approval, including any lease, other than space in a boat storage rack, or exclusive use of the Premises. All of the services required hereunder shall be performed by Permittee and employees of Permittee. If Permittee is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Permittee's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in Permittee as of the date hereof.
9. No Realty. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a grant to Permittee of the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public, pursuant to Madison General Ordinances, Section 8.17.
10. Access to Premises. City, by its representatives, shall have access to Premises at any reasonable time provided such entry shall not interfere with Permittee's conduct of business. In case of emergency, the circumstances of which to be solely determined by City, City shall enter the Premises with or without force, as necessary, without assuming any liability for such entry and without affecting Permittee's obligations under this Agreement.
11. Designated Representative. Permittee shall designate a Contract Agent with primary responsibility for the oversight of this Agreement. In case the Contract Agents are replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agents, Permittee will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section 21.
12. Operating Agent. Permittee shall designate an Operating Agent of Permittee's activities at the Premises, who shall be the person primarily responsible for the day-to-day operation of the Permittee's activities at the Premises. Permittee shall provide the name

and contact information of a new Operating Agent to the Parks Superintendent, or his/her designee, within forty-eight (48) hours of any changes to the Operating Agent or the Operating Agent's contact information.

13. Advertising. It is understood that in the operation and conduct of this Agreement, City does not grant Permittee the right to sell or distribute any goods or services provided by City, nor does City grant Permittee the right to use a City trade name, trademark, logotype, advertising, or other commercial symbol without permission of the Park Superintendent or their designee. Notwithstanding the foregoing, the City acknowledges that Permittee will do business as "Olbrich Biergarten" and the City consents to Permittee's use of such name. In any commercial advertisement or announcement, Permittee may use the names of Olbrich Park, but any such advertisement or announcement must also indicate that Permittee's activities are not associated with or affiliated with the City.
14. Amendments. This Agreement shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person other than the parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent or agents of the Permittee and the Parks Superintendent, or his/her designee.
15. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Permittee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Permittee therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
16. Indemnification and Insurance.
  - a. Indemnification. The Permittee shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Permittee's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

- b. Hazardous Substances; Indemnification. Permittee represents and warrants that its use of the Premises will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. Permittee further agrees to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of the City, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property.
- c. Insurance.
- (1) Required Insurance. The Permittee will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Permittee shall not commence work under this Agreement, nor shall the Permittee allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
- (a) Commercial General Liability. During the life of this Agreement, the Permittee shall procure and maintain Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, products and completed operations, in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Permittee's coverage shall be primary and noncontributory, and list the City of Madison, its officers, officials, agents and employees as additional insureds. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary and noncontributory basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
- (b) Liquor Liability Insurance. Liquor Liability insurance in the amount of coverage of at least \$1,000,000 per occurrence listing the City of Madison, its officers, officials, agents and employees as additional insureds.

- (c) Automobile Liability. Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria. This insurance shall be required for the full term of the Agreement and any renewal periods.
  - (d) Worker's Compensation. During the life of this Agreement, the Permittee shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. The Permittee shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease - Each Employee, and \$500,000 Disease - Policy Limit. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance.
  - (e) Umbrella Liability. During the life of this Agreement, the Permittee shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Liquor Liability, Business Automobile Liability and Employers Liability with minimum limits of \$2,000,000 per occurrence and aggregate.
  - (f) Property Insurance. Permittee shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. The City shall not be liable for any damage to or loss of property of Permittee or others located on the Premises or within Olbrich Park except to the extent such damage or loss was caused by the City's sole negligence or willful act.
- (2) Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A~ (A minus) and a Financial Category rating of no less than VII.
  - (3) Proof of Insurance, Approval. The Permittee shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Permittee shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Risk Manager. The Permittee shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

- (4) Notice of Change in Policy. The Permittee and/or Insurer shall give the City thirty (30) calendar days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.
- (5) Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, Permittee shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Risk Manager consistent with the requirements of this Section.
- (6) Risk Manager. All information required to be provided to the Risk Manager should be addressed as follows:

City of Madison  
Attention: Risk Manager, Room 406  
210 Martin Luther King Jr. Blvd.  
Madison, WI 53703

- 17. Non-Discrimination. In the performance of the services under this Agreement the Permittee agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Permittee further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
- 18. Nondiscrimination Based on Disability. Permittee shall comply with Section 39.05, Madison General Ordinances, "Nondiscrimination Based on Disability in City-Assisted Programs and Activities." Under Section 39.05(7) of the Madison General Ordinances, no City financial assistance shall be granted unless assurance of compliance with Section 39.05 is provided by Permittee prior to the granting of the City financial assistance. Under Section 39.05(3)(b)4, "City financial assistance" includes any arrangement by which the City provides or otherwise makes available assistance in the form of the lease of, and the permission to use, City property.

Permittee assures that, in providing any service at the Premises, it shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:

- a. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
- b. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service, or the City facility, that is not equal to that afforded others;

- c. Provide a qualified person with a disability with a City facility or an aid, benefit, or service that is not as effective as that provided to others;
- d. Provide different or separate City facilities, or aid, benefits, or services to persons with a disability or to any class of persons with disabilities unless such action is necessary to provide qualified persons with a disability with City facilities, aid, benefits, or services that are as effective as those provided to others;
- e. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to any agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- f. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or
- g. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service from a recipient, or by others using City facilities.

Permittee shall post notices in an accessible format to applicants, beneficiaries, and other persons, describing the applicable provisions of Sec. 39.05 of the Madison General Ordinances, in the manner prescribed by section 711 of the Civil Rights Act of 1964 (42 USCA Sec 2000e-10).

- 19. Taxes and Assessments. Permittee agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Permittee's right of appeal) against the personal property and services of Permittee on the Premises during the term of this Agreement.
- 20. Severability. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.
- 21. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

City: Superintendent of Parks  
City Parks Division  
P.O. Box 2987  
210 Martin Luther King, Jr. Blvd. #104  
Madison, WI 53703

Permittee: Mike Bare  
BKM Group, LLC

543 Harvest Lane  
Verona, WI 53593  
608-620-3001  
Mike.bare83@gmail.com

22. Third Party Rights. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
23. Audit and Retaining of Documents. The Permittee agrees to provide a detailed summary report of all sales activities and a financial reconciliation of all amounts owed and paid to the City, which information shall be provided within fifteen (15) business days after the Permittee receives the City's written requests, unless the Parties agree in writing on a longer period. Records shall be retained by the Permittee for a period of three (3) years after completion of all work under this Agreement, in order to be available for audit by the City or its designee.
24. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within Dane County, State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
25. Compliance with Applicable Laws. The Permittee shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Permittee and its agents and employees. The Permittee's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 26 of this Agreement.
26. Default/Termination.
  - a. In the event Permittee shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Permittee, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Permittee, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Permittee under this Agreement.
  - b. The City acknowledges that Permittee's performance under this Agreement is subject to Permittee's ability to obtain certain licenses, permits, consents and other approvals, and Permittee shall use its commercially reasonable efforts to obtain all

such licenses, permits, approvals, authorizations and consents. If, by March 31, 2017, Permittee has not received all licenses, permits, approvals, authorizations and consents (including, without limitation, a Parks Vending Permit, a Class B alcohol license, permission from the Parks Superintendent to serve alcohol and have it consumed by customers in the designated areas in Olbrich Park in compliance with City Ordinance 8.24(1)(ee), Dane County Food and Drink License, conditional use approval from the City of Madison Plan Commission, and Madison Urban Design Commission approval for material building upgrades and landscaping), the City and Permittee will discuss in good faith and determine a reasonable deferral of Permittee's investment and payment obligations under this Agreement until such time as Permittee is able to obtain all such licenses, permits, approvals, authorizations and consents. If, despite Permittee's commercially reasonable and continued efforts, it becomes clear that Permittee will be unable to obtain all required licenses, permits, approvals, authorizations and consents, Permittee may by written notice to the City terminate this Agreement, and in such case all rights and obligations of the Permittee under this Agreement shall cease (other than any liabilities arising from a breach by Permittee of this Agreement prior to the termination date).

27. Authority. Permittee represents that it has the authority to enter into this Agreement. If the Permittee is not an individual, the person signing on behalf of the Permittee represents and warrants that he or she has been duly authorized to bind the Permittee and sign this Agreement on the Permittee's behalf.
28. Counterparts; Electronic Delivery. This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

FOR BKM GROUP, LLC

\_\_\_\_\_  
Michael Bare, Manager

\_\_\_\_\_  
Date

FOR THE CITY OF MADISON

\_\_\_\_\_  
Paul Soglin, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

Countersigned:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Veum, Risk Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Michael P. May, City Attorney

\_\_\_\_\_  
Date

Execution of this Agreement by City is authorized by Resolution Enactment No. RES \_\_\_\_\_ ID No. \_\_\_\_\_ adopted by the Common Council of the City of Madison on \_\_\_\_\_ and approved by the Board of Parks Commissioners at its meeting on \_\_\_\_\_.

**EXHIBIT 1**  
Map of Premises



## **EXHIBIT 2**

### Improvements at Olbrich Beach House

#### Electricity and utility room:

- Install 200 amp feeder from the street.
- Upgrade circuit boxes/etc. in utility room.
- Add a wall between utility room and storage room so both Permittee and Co-Occupant have access to the electrical boxes.

#### Outside (front):

- Install new concrete/asphalt pads in front of the building to better support foot traffic to the bathrooms and service counter.
- Movable counters (that go inside at night) for service and food prep and pouring drinks.
- Taps on the front of the building coming from the cooler inside the storage room.
- Potentially install a sink outside for employee hand-washing.
- New or additional bike racks.
- Install security cameras

#### Outside (east and north fronts of building):

- Clean and paint.
- Restore or paint some of the original woodwork on the eave, install fachwerk on the wall to match.

#### Beer Garden:

- Remove sod.
- Install crushed stone path from the corner of the building to the beer garden seating area (light blue in the attached site plan).
- Install crushed stone over the beer garden seating area (light blue in the attached site plan).
- Poles with string lights and speakers for background music above beer garden.

#### Restrooms:

- ADA porta-potty outside, if necessary.
- New toilet partitions.
- Mirrors on the walls.
- Paint walls.
- Clean/polish floors.

#### Food Prep Room:

- Wall off to create a hallway that preserves men's bathroom entrance.
- Install four-hole sink for food prep and hand-washing that ties into plumbing for the shower.
- Install food prep counter.

Food Prep and Storage rooms:

- HVAC unit on roof or in storage room to heat/cool.
- Drop ceiling and lighting per health code.

Storage Room:

- Install cooler with tap lines going to the outside.
- Install racks for storage and a desk for office work.

## ***The BKM Group***

543 Harvest Lane, Verona, WI 53593 | (608) 620-3001

December 21, 2016

### Members

Alcohol License Review Committee

210 Martin Luther King Jr. Blvd.

Madison, Wis. 53703

Re: Item 44842 New License BKM Group LLC • dba Olbrich Biergarten

Members of the Madison Alcohol License Review Committee:

Thank you for considering our liquor license application. Since you last considered our application on November 16, we have:

1. Conducted additional public outreach;
2. Received unanimous (5-0) endorsement of our operational agreement by the Board of Park Commissioners;
3. Made several adjustments to our application based on feedback we have received from ALRC, the Board of Park Commissioners, the Coordinator of the Wisconsin Alcohol Policy Project, and neighbors; and
4. Developed the attached draft Responsible Alcohol Consumption Action Plan.

These points significantly strengthen our case for being granted a liquor license to operate the Olbrich Biergarten. Our proposal is unique and has the potential to be a special addition to Madison.

### 1. Conducted additional public outreach:

In the past month, we have presented our proposal and answered questions at an additional public information session on December 8 hosted by Alder David Ahrens (District 15) and advertised heavily by neighbors, Alder Ahrens, the City of Madison, and BKM Group, LLC; we have answered a list of 46 questions sent by neighbors in advance of the December 8 meeting; we met with the leadership of the Eastmorland Community Association; we answered questions from the Board of Park Commissioners and public comments at their December 14 meeting; we have discussed our operational plans with the Coordinator of the Wisconsin Alcohol Policy Project; we have met individually with neighbors; and we presented our plans to the Board of Directors of Olbrich Botanical Gardens and the Friends of Starkweather Creek.

This amount of public engagement goes above and beyond the requirements usually placed on any liquor license applicant. We have offered neighbors and other members of the community numerous opportunities to ask questions and provide feedback. We have thoroughly answered questions in person, at public events and hearings, and via email and telephone.

### 2. Received unanimous (5-0) endorsement of our operational agreement by the Board of Park Commissioners:

Last Wednesday, December 14, The Board of Park Commissioners held a public hearing and considered the attached vendor operational agreement. The Board unanimously (5-0) approved our operational concept and instructed Parks Department staff to negotiate with us on a few minor points.

### 3. Made several adjustments to our application based on feedback we have received from ALRC, the Board of Park Commissioners, the Coordinator of the Wisconsin Alcohol Policy Project, and neighbors:

## ***The BKM Group***

The adjustments we have made to our plan include:

1. Setting the last call at 9:00pm;
2. Ending amplified sound at the 9:00pm last call (Note: The attached draft agreement with the City will be re-negotiated to reflect this.);
3. Reducing our maximum capacity from 300 people down to 270 people. This will both reduce any potential noise and reduce the burden on the Park's parking lots. We request that our application be amended to reflect this 10% reduction in capacity;
4. Prohibiting minors from consuming alcoholic beverages in the Biergarten, even if accompanied;
5. Prohibiting smoking, e-cigs and tobacco use in the Biergarten area;
6. Being open to a condition being placed on our license that we must change our liquor agent to an experienced operating manager prior to opening;
7. Designating one of the four special events we are allowed each year by our draft agreement with the City will be a benefit for the newly formed Friends of Olbrich Park;
8. Requiring servers to be 21 or older and maintain a BAC below .04 while on duty (this evidence-based requirement was developed in consultation with the Coordinator of the Wisconsin Alcohol Policy Project);
9. Requiring that service and consumption of alcohol will be allowed only in designated reusable containers we provide. Non-alcoholic beverages will be served in distinctly different containers we provide;
10. Requiring our staff to check IDs of anyone appearing below age 35, having a state ID book and ID scanner with hard drive on hand to check IDs, and requiring servers to confiscate false IDs;
11. Contracting with an outside vendor to conduct at least two unannounced alcohol age compliance checks each year; and
12. Providing assistance to patrons with obtaining safe rides.

### 4. Developed the attached draft Responsible Alcohol Consumption Action Plan.

Many of the above adjustments reflect our draft Responsible Alcohol Consumption Action Plan. The Board of Park Commissioners requires vendors that serve alcohol to submit a Responsible Alcohol Consumption Action Plan for approval by the Board.

This plan is based on similar plans maintained by other Madison Parks vendors, evidence-based responsible alcohol consumption policies, and is the result of working with Parks Department staff and incorporating feedback from the Madison Police Department, the Wisconsin Alcohol Policy Project and other sources. These operational policies will put Olbrich Biergarten among the establishments with the best policies in the City of Madison and State of Wisconsin for ensuring responsible consumption.

This additional public outreach and engagement, along with these proposed changes to our plan, prove that we will be a responsible liquor license holder that is both accountable to and a benefit to the City of Madison, taxpayers, Olbrich Park users and stakeholders, and neighbors.

Finally, we retract our application for a Class C wine license. We respectfully request you approve our application for a Class B liquor license.

Sincerely,



Michael Bare, Co-Owner, BKM Group, LLC, d/b/a Olbrich Biergarten

## ***The BKM Group***

### Enclosures:

1. Draft "Responsible Alcohol Consumption Action Plan"
2. Responses to feedback we have heard about this proposal
3. Draft agreement with the City of Madison, endorsed by the Board of Park Commissioners on December 14

# DRAFT

## Olbrich Biergarten Responsible Alcohol Consumption Action Plan

BKM Group, LLC, as part of their management of the Olbrich Biergarten, will execute the following Responsible Alcohol Consumption Action Plan. This plan is based on similar plans maintained by other Madison Parks vendors, evidence-based responsible alcohol consumption policies, and is the result of working with Parks Department staff and incorporating feedback from the Madison Police Department, the Wisconsin Alcohol Policy Project and other sources.

### **General alcohol-related policies and practices for staff and operation:**

1. All staff will receive mandatory training by Olbrich Biergarten management and/or external experts.
2. All servers must complete Serv-Safe alcohol and Serv-Safe food training and present their certification to be kept on file at the Biergarten by the Operating Manager.
3. All servers are 21 or older.
4. Employees must maintain a BAC below .04 while on duty.
5. We will have a licensed operator monitoring alcohol service at all times.
6. The on-duty manager is responsible for ensuring staff and patrons follow these policies and all applicable laws. This manager is authorized to respond to incidents, remove any individuals in violation of these rules or any applicable law, or contact law enforcement.
7. Service and consumption of alcohol will be allowed only in designated reusable containers we provide. Non-alcoholic beverages will be served in distinctly different containers we provide.
8. All patrons appearing to be age 35 or younger will be required to show ID to purchase alcohol.
9. We have a state ID book and ID scanner with computer hard drive on hand to check IDs.
10. Servers will confiscate false IDs, report it to law enforcement, and will receive a stipend for finding false IDs.
11. We will contract with an outside vendor to conduct at least two unannounced alcohol age compliance checks each year.
12. No unaccompanied minors are allowed in the Biergarten.
13. No underage individual will be allowed to purchase alcohol at the Biergarten or consume alcohol in the Biergarten even if accompanied by a parent, guardian, or spouse. Our staff will monitor consumption within the Biergarten. If underage drinking is found, all individuals involved may be escorted out of the Biergarten and the manager may contact law enforcement.
14. We reserve the right to refuse alcohol to anyone we determine has had too much to drink or anyone who is visibly intoxicated and we will not serve them alcohol. These patrons will be assisted with finding a safe ride.
15. We reserve the right to refuse service to anyone found in violation of the rules at any time.
16. An incident record will be kept on file at all times in the event there is ever an occurrence of a fake ID found, service refused, etc., and will be kept on record for at least 24 months.
17. We provide an attractive selection of food and affordable non-alcoholic beverages at a cost lower than alcoholic beverages.
18. We will install security cameras to monitor the premises in compliance with Madison Ordinance 38.05(13).

## ***The BKM Group***

### **Olbrich Biergarten Rules:**

The following rules will be posted prominently at the entrance to Olbrich Biergarten and on our website:

- Show respect for our neighbors, Lake Monona, and Olbrich Park.
- Outside alcohol is prohibited by law at Olbrich Park. All alcohol must stay within the Biergarten.
- A parent, guardian or spouse over 21 must accompany individuals under 21 in the Biergarten.
- Individuals under 21 may not consume alcohol, even when accompanied by a parent or guardian.
- Grills are prohibited in or around the Biergarten.
- Picnic baskets and deliveries of outside food are welcome. Outside catering services are prohibited.
- All tables at the Biergarten are shared. A limited number of tables may be reserved for a special event.
- All motor vehicles, motorcycles & motor scooters must remain in the paved parking lot.
- No smoking, e-cigs, or tobacco use in the Biergarten.
- No personal amplified sound is allowed in the Biergarten.
- Last Call at the Biergarten is 9:30pm. Plan accordingly. You must return all Biergarten containers and be out of Olbrich Park when it closes at 10pm.

Offenses punishable by ARREST as determined by local law enforcement authorities:

- Underage drinking
- False identification (attempting to use fake IDs)
- Disorderly or unsafe conduct

Last updated 12/16/2016

**RESPONSES TO FEEDBACK WE HAVE HEARD ABOUT THIS PROPOSAL**

**“This went too fast. We didn’t know.”**

- We have done a tremendous amount of outreach. At the November 16, 2016, ALRC public hearing on our liquor license application, Alder Verveer complimented us on “an unprecedented amount of outreach,” and stated that the ALRC received “a record number of letters of support.”
- Below is a timeline of our activities:
  - May 25: City of Madison issued a request for proposals (RFP) for placemaking services at the Olbrich Park Beach House.
  - September 19: After following its standard process, the City of Madison notified us we were co-winners of the RFP, and the City publicly released the announcement.
  - September 19: We informed Alder Ahrens of the announcement.
  - September 22: We met with Alder Ahrens to discuss neighborhood outreach.
  - September 26: Alder Ahrens notified the leaders of Eastmorland and Lake Edge Neighborhood Associations of our proposal.
  - September 27: We responded the next day to both leaders.
  - October 11: We presented our proposal to the Eastmorland Community Association at their monthly meeting.
  - October 12: We presented our proposal to the Lake Edge Neighborhood Association at their monthly meeting.
  - October 13: We presented our proposal to the SASY Neighborhood Association. They passed a motion to endorse our proposal and later submitted a letter to City leaders.
  - October 14: We notified the leadership of the Eastmorland, Lake Edge and SASY neighborhood associations of our October 27 required information session.
  - October 14: We provided blurbs for the neighborhood association newsletters and listservs that included a description of our proposal, the date of our information session, and our contact information.
  - October 27: We held a required information session at the Olbrich Park Beach House to discuss our proposal and liquor license application.
  - November 8: The Eastmorland Community Association discussed our proposal at its monthly meeting, but we were not invited to participate.
  - November 9: The Lake Edge Neighborhood Association passed a motion to endorse our proposal and later submitted a letter to City leaders.
  - November 16: ALRC held a public hearing on our proposal and application for a liquor license.
  - November 22: We notified neighborhood associations and individuals who had been in touch with us previously about our December 8 public information session.
  - November 22 to December 8: Alder Ahrens, neighborhood associations, BKM Group, and City staff informed neighbors of our December 8 information session.
  - November 28: The City Clerk’s office notified about 200 nearby residents of our December 8<sup>th</sup> information session via postcard.
  - December 6: We responded in writing to 46 questions sent the previous day by Ms. Jennifer Laack, representing neighbors.
  - December 8: We held an additional public information session.
  - December 14: We met privately with the leaders of the Eastmorland Community Association.
  - December 14: The Parks Commission held a public hearing on the draft vendor agreement.
  - December 20: We briefed the Friends of Starkweather Creek.
  - December 20: We briefed the Board of Directors of Olbrich Botanical Gardens.
  - December 21: ALRC to hold a public hearing on our proposal and application for a liquor license.

## The BKM Group

### **"This will be too noisy."**

We understand that noise is an important consideration when balancing the use of a park and neighbors' experience. We believe our plan will minimize disturbances:

- We will not be playing loud music. The goal for the Biergarten atmosphere is one where conversation is possible.
- The sound will be limited to PA1 Level (no louder than 75 decibels at 150 feet from the source).
- We are farther away (670 feet) from the nearest residence than the East Side Club (238 feet), and the softball diamonds (380 feet) are to the nearest residence.
- We have reduced our proposed maximum capacity by 10% (from 300 down to 270) to help alleviate any potential crowd noise.

### **"There's not enough parking."**

- There are 369 public parking stalls at Olbrich Park, not including stalls in the boat launch lot or the lot at Olbrich Botanical Gardens. Similar venues in Madison have far fewer parking stalls.
- The beach house lot itself has 120 spots. For perspective, the East Side Club has 110 spots.
- There are three-hour time limits on the parking lot and they are monitored.
- Additional bike racks will be installed and walkers and cyclist have easy access from the Capital City Trail and the "Lake Loop."
- Public transit is available on four bus routes on Atwood Ave.
- Layering activities strengthens public spaces: many of our patrons will already be at the park.
- We have reduced our proposed maximum capacity by 10% (from 300 down to 270) to help alleviate any potential parking conflicts.
- This map shows the neighborhood with parking stall counts, transit access, bicycle access, and distances to neighbors:



## ***The BKM Group***

### **"It's too big."**

- The Biergarten will occupy only 0.2% of the total acreage of Olbrich Park.
- Our operation will not interfere with park users' access to the restrooms, Lake Monona, the beach, volleyball courts, basketball courts, tennis courts, soccer fields, softball diamonds, the playground, the boat launch or Olbrich Botanical Gardens.

### **"Will it have a fence?"**

- A fence is not in keeping with the spirit of a City park that is open to anyone for legal uses.
- Our contract with the City will specify a "premises" that will be marked with signs and monitored by staff. Signs and staff monitoring have succeeded at Milwaukee's beer gardens.
- There is evidence from six beer garden operations in Milwaukee over several years that indicates a fence is unnecessary.
- The map below shows a draft plan for the site. Stars indicate proposed sign locations. White star sign locations will have "No alcohol beyond this point" facing the Biergarten and "No unaccompanied minors allowed during operation" facing out. The red stars sign locations will have the rules contained in our Responsible Alcohol consumption Action Plan.



### **"How will you control access by minors?"**

- Minors will not be allowed to purchase alcohol or consume alcohol in the Biergarten, even if accompanied.
- A perimeter with signs and staff monitoring (See map above) will keep unaccompanied minors out, as required by law.
- All of our staff will be Serv-Safe trained and certified.
- We will inspect IDs from customers in accordance with industry standards.
- Consumption of alcohol will only be allowed from containers we provide, and containers will be provided only to patrons with ID verifying age. There will be separate containers for alcoholic and non-alcoholic beverages.

## ***The BKM Group***

- The attached Responsible Alcohol Consumption Action Plan also addresses this concern.

### **“It will cause litter.”**

- We will have multiple receptacles for both trash and recycled and we will remove litter daily.

### **“What about the environment?”**

We are committed to being environmental stewards.

- We plan to serve local products—beverages sourced from the state of Wisconsin and food from Dane County.
  - Sourcing locally is better for the environment and healthier.
- We will minimize the presence of our operation under the drip line of trees on the Biergarten premises.
- We will use recyclable serving materials. We are working on plans to serve alcohol in reusable non-glass containers (glass is prohibited in parks).
- We will have receptacles for trash and recycling that will be emptied regularly throughout the day.
- We will clear litter from the site daily.
- We are in discussions with the Friends of Starkweather Creek about ways to inform our patrons of their presence next to the Lake and their impact on it.
- We are discussing with the City how to better manage storm water runoff from the parking lot and building.

### **“Alcohol was already banned in this park because of problems.”**

- Ordinance 8.24(1)(ee) prohibits alcohol in Olbrich Park without “prior approval of the Parks Division or the Parks Superintendent.” Our understanding of the intent of this ordinance is to address uncontrolled and unmonitored alcohol consumption problems in the Park at a different shelter, not to outright ban alcohol in the park. Sports leagues, special events, and other parks users have successfully obtained this permission, including MSCR’s softball leagues.
- Our operation will model responsible consumption and will not over-serve. All of our staff will be Serv-Safe trained and certified.
- The attached Responsible Alcohol Consumption Action Plan addresses concerns about responsible consumption.

### **“What is the security plan?”**

- We will install security cameras and our staff will be trained to respond appropriately to any concerns that arise.
- We will foster a family-friendly environment with our co-occupants at Rutabaga Paddlesports.
- Milwaukee’s parks with beer gardens have seen their incident reports and police/sheriff calls go from a “substantial amount” down to “next to nothing.”
- Underutilized public spaces can attract undesirable activity such as graffiti, break-ins, underage drinking and illegal substance use. Like Milwaukee’s experience, our family-friendly operation will generate positive activity.
- The attached Responsible Alcohol Consumption Action Plan also addresses this concern.

### **“This is too close to other establishments, including the East Side Club.”**

- Competition is a positive incentive for our competitors and us.
- We briefed the East Side Club board of directors on our proposal on November 29, 2016, and they have not shared any concerns with us.

### **“Private business shouldn’t profit off of a park.”**

## ***The BKM Group***

- We will make permanent capital improvements to the premises, pay a parks vending fee, pay a fee for using the space, and take on the cost of utilities and the bathrooms. The financial benefit of this agreement to Madison taxpayers exceeds \$230,000 over seven years.
- The City of Madison currently contracts with a number of private vendors to provide placemaking and other services at public parks.
- Private vendors who share a portion of their revenue or pay a fee to the City operate the City's Breeze Stevens Terrace, the Mallards Stadium, Brittingham Boats, Wingra Boats, and other sites.

### **"We're not Milwaukee."**

- We want to learn from Milwaukee's success and apply it to the Olbrich Biergarten.
- Public beer gardens also operate in other cities across the country.

### **"Owners have no experience in hospitality."**

- Experience in hospitality was not a requisite for being awarded the RFP. RFP responders were asked to list experience, and we were deemed to be a qualified applicant.
- The experience we do have—advocacy and community building, business management, and business law—is applicable and of use, especially in this unique business venture in a public space.
- We intend to assign our operations manager as our liquor agent prior to opening and are open to a condition being placed on our license so the ALRC must approve our change in liquor agent to an experienced operating manager before beginning operations.
- If all liquor licenses were denied to applicants with no experience in operating a bar, no entrepreneur would be able to succeed.
- An operating manager with extensive experience in bar management will manage the day-to-day operations of the Biergarten and supervise assistant managers.
- We are passionate about building community and facilitating community gathering. We are local. We chose to do this here and not in another City.
- We have a vision that matches with Madison's values, including:
  - Stewardship of the environment: sourcing food from Dane County and all beverages from within the State of Wisconsin, using environmentally-friendly materials and practices, respecting the park, and limiting our environmental footprint;
  - Progressive employee relations: We will provide competitive compensation, and a non-discriminatory and safe workplace; and
  - A family-friendly establishment: We want families to enjoy a day at the Lake with Rutabaga Paddlesports or playing at the park, and bring a picnic to the Biergarten.

### **"How much staff will be on site?"**

- A "bartender" describes an employee who is licensed to serve alcohol to the customer. We will have at least one licensed operator monitoring the service of alcohol. Other staff will also be responsible for monitoring the premises. These staff will be managers, food prep, servers, runners, and cleaning staff.
- Each server will be Serv-Safe trained and certified.

## **USE AGREEMENT FOR THE OLBRICH BEACH HOUSE FOR 2017-2023**

Between the City of Madison and BKM Group, LLC

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THIS AGREEMENT, entered into by and between the City of Madison, a municipal corporation (hereinafter referred to as "City"), and BKM Group, LLC (hereinafter referred to as "Permittee"), is effective as of January 1, 2017.

### **WITNESSETH:**

WHEREAS, Madison General Ordinances Sec. 8.17 allows for a person to obtain an annual parks vending permit, valid from April 15 of each year through April 14 of the following year ("Permit Year"), to allow the person to sell foods, beverages, goods, services and lessons in a City park; and,

WHEREAS, for many years, vendors have entered into agreements with the City allowing vendors to provide recreational, placemaking and concession services to City residents and visitors at City shelters and facilities located at numerous City parks, which agreements are in the public's interests as they facilitate greater access and enjoyment of the City's parks, lakes and recreational opportunities; and,

WHEREAS, the vendors provide services to City residents and visitors, such as canoeing, kayaking, and boating lessons, watercraft rentals, kids camps, and food and general concessions, that the City does not, and cannot, otherwise provide at these, or other, locations, but that are in the public's interest, which services help the City with its placemaking efforts at the City's parks; and,

WHEREAS, it is in the City's interest to have only one vendor of these recreational and concession services at each Park to ensure that general public's use of the Park is not interfered with, and that the vendor complies with general standards of safety and care in its dealings with the public; and,

WHEREAS, in 2016, following a Request for Proposals Process, Permittee was selected to provide placemaking services at the Olbrich Beach House in Olbrich Park, consisting of food and alcohol concessions in a biergarten setting; and,

WHEREAS, there are some needed capital investments to the Olbrich Beach House grounds and facilities that need to be made to provide the best and safest services possible, and these improvements can only be made by the Permittee if there is a contract confirming the relationship between the City and the Permittee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Permittee to use a portion of the Olbrich Beach House and the surrounding area in Olbrich Park (hereinafter, the "Premises") to conduct food and alcohol concessions.

The Premises is described as follows:

Portions of the Olbrich Beach House and surrounding lands, located within Olbrich Park, in the City of Madison, and more particularly described as follows: the existing large storage room, a portion of the men's lobby on the western side of the building that will be converted into a separately restricted space, the bathrooms and other common areas of the Beach House, the concrete pad on the western side of the building, the designated grounds adjacent to the western side of the building, and the concrete pad (including a potential extension thereof) and front of the building on the western two-thirds (approximately) of the north side of the building.

A map depicting the Premises is attached hereto as Exhibit 1.

2. Term; Renewal. The initial term of this Agreement shall be from January 1, 2017 through December 31, 2019. Thereafter, Permittee may renew this Agreement for up to two additional terms of two-years each if mutually agreed to by the City and the Permittee, running from January 1, 2020 through December 31, 2021 and from January 1, 2022 through December 31, 2023. To renew this Agreement, Permittee must, no later than October 1 in the final year of the then-current term, provide the City Parks Division with written notice of its intent to renew the Agreement. The City's decision to renew or not renew the Agreement will be based upon mutual agreement including the Permittee's performance under this Agreement during through the renewal request. The decision to renew or not renew the Agreement is not reviewable, and solely that of the Parks Superintendent, or his/her designee. The City will notify Permittee in writing of its decision to renew or not renew this Agreement no later than December 1 in the final year of the then-current term.
3. Grant. City does hereby grant to Permittee permission to operate a biergarten at the Premises, including selling alcoholic and non-alcoholic concession products, and other related products, at the Premises, as set forth in this Agreement. Alcohol will be sold for consumption at the Premises only. The City will retain all riparian rights at the Premises and in no way does the Agreement transfer any riparian rights at Olbrich Park to the Permittee. As part of this grant of authority, Permittee shall have the exclusive use of the existing large storage room and that portion of the men's lobby on the western side of the building that will be converted into a separately restricted space, along with the concrete pad and designated grounds adjacent to the western side of the building, and the concrete pad (including a potential extension thereof) and front of the building on the western two-thirds (approximately) of the north side of the building. Any other uses of Olbrich Park by Permittee not covered by this Agreement shall be subject to Parks Division approval and may require additional permits or agreements with the City.

4. Capital Improvements. The Parties agree that improvements, repairs and upgrades to the Premises (“Improvements”) will be necessary or may be desirable in order to facilitate Permittee’s offering of services at the Premises. Regarding these Improvements, the Parties agree as follows:
  - a. Timeline. The Parties will have the goal of completing the Improvements listed on Exhibit 2 by May 1, 2017. If the Improvements are not completed in all material respects to enable the opening of the Premises by Memorial Day 2017, the Parties shall determine a reasonable corresponding deferral of Permittee’s payment obligations under this Agreement. The City will cooperate and discuss with Permittee in good faith the specific details of, and timeframe for completing, all such Improvements such that they are completed in a reasonable manner that is mutually acceptable to both the City and Permittee.
  - b. Capital Investment. The Permittee agrees to make Improvements to the Premises with values of no less than \$62,500 in the aggregate over the lifetime of this Agreement (by Dec. 31, 2023).
  - c. Improvement Planning. The City and Permittee will conduct annual inspections of the facility to identify any planned Improvements and establish schedules for such work.
  - d. Plans and Approval. Prior to making any Improvement, Permittee must notify the Parks Superintendent, or representative, in writing of the anticipated Improvement. Except for Improvements to the electrical, plumbing, or other utility services to the Premises, or repairs under \$5,000, Permittee shall present the plans for the Improvements to the Board of Parks Commissioners, who shall either approve the Improvement, or reject the Improvement. If rejected, Permittee has no appeal rights, but may present a modified plan to the Board for reconsideration at a later date. Depending on the nature of the proposed Improvement, the Board of Parks Commissioners may require, before approving or rejecting the Improvement, an advisory opinion from the Board of Public Works. Notwithstanding the foregoing, the Improvements set forth on Exhibit 2 hereto are hereby approved by the City and Board of Parks Commissioners (the “Preapproved Improvements”).
  - e. Joint Participation. Upon notification of a proposed Improvement, the City may elect to participate in the project. If the City does elect to participate in an Improvement project, the Parties shall agree on each Parties’ respective shares. If the City determines that public bidding requirements are applicable, the City shall manage and oversee the project, accepting Permittee’s financial contribution to the Improvement prior to the start of construction. On any such City managed Improvement project, the City and its contractor shall coordinate the work schedule and plans with Permittee, and keep Permittee reasonably informed of the status of the project.

- f. Construction. Except as provided in the foregoing Subsections a. and e., the funding and construction of any Improvement under this Section is entirely the responsibility of the Permittee, who shall be responsible for obtaining any required permits, licenses, and approvals for the improvement.
  - g. Donation and Acceptance of Improvements. Once the Improvements are complete, Permittee shall notify the Parks Superintendent, or designee, who shall then have the Improvement inspected. If the Parks Superintendent, or designee, is satisfied that the Improvement is consistent with the approved plans, and there appear to be no obvious defects or deficient workmanship, the City will accept the Improvement, which will be considered a donation by Permittee to the City for the use and enjoyment of City residents who use the Premises.
  - h. Warranties and Representations. Permittee agrees that when making Improvements, it will ensure that any and all warranties and representations made to Permittee by the builder, contractor, manufacturer, etc., regarding the Improvement, shall also extend to the City, who shall assume ownership of the Improvement once completed.
  - i. Accounting. Upon the acceptance of the Improvement by the City, Permittee shall supply City with a final accounting of the costs of the Improvement, which amount will be applied towards Permittee's requirements under Subsection b.
  - j. Ownership of Improvements. Any Improvements made to the Premises pursuant to this Section shall be the property of the City upon completion and acceptance, where required, regardless of the source(s) of financial contributions for the improvement, except that the following items shall remain the property of Permittee and may be removed by Permittee from the Premises at the end of the term of this Agreement: coolers and refrigerators, stoves (if any) and tap system. While Permittee may use the Improvements pursuant to the terms and conditions of this Agreement, Permittee has no ownership right in any of said Improvements.
5. Conditions of Use. In entering into this Agreement, the Parties agree to the following terms and conditions regarding the Permittee's use of the Premises
- a. Services to be Provided at Premises. Permittee shall provide equipment and services to facilitate concessions at the Premises. This may include food and beverage (alcoholic and non-alcoholic) sales and selling supporting merchandise or equipment at the Premises. Alcohol will be sold for consumption at the Premises only. Permittee's services may also include youth and family activities or a play zone. A list of products and services will be provided to the City upon request by the Parks Division. Permittee shall provide these services for up to 55 hours per week at a minimum from Memorial Day weekend through Labor Day.
  - b. Co-Occupancy of Premises; Change in Status. Permittee is expected to occupy the Olbrich Beach House with another party during the lifetime of this Agreement (the "Co-Occupant"). The Co-Occupant shall have the exclusive use of the

existing refreshment and concession area along with the adjoining small storage/closet, as well as the non-exclusive use of the bathrooms and other common areas within the Beach House along with the concrete pad and beach area on the eastern side of the buildings, as identified on Exhibit 1. Co-Occupant is expected to conduct water sport equipment rental and instructional programs, run day camps, sell non-alcoholic concession products, and related products at the Premises, under the terms of a separate use agreement with the City. In lieu of Co-Occupant paying for utilities, Co-Occupant shall be responsible for cleaning and stocking the restrooms at the Beach House.

Permittee and the Co-Occupant shall both agree to act in good faith toward each other and not interfere with the other's use of the Beach House or surrounding area. Permittee agrees not to sell any products that are competitive with the products sold by Co-Occupant. Moreover, as part of the use agreement with the Co-Occupant, the City will not permit the Co-Occupant to sell food and beverage products that are competitive with the food and beverage products sold by Permittee. Should there be any issues between the Permittee and the Co-Occupant that cannot be resolved by Permittee and the Co-Occupant on their own, the Parks Division shall attempt to mediate the issue. If the Co-Occupant's agreement with the City is terminated for any reason prior to the end of this Agreement, Permittee and the City will discuss any changes that may be necessary to the terms of this Agreement. Co-Occupant and Permittee may enter into an agreement between them to set forth their respective rights and obligations with respect to the Olbrich Beach House.

- c. Permits and Licenses. Subject to Section 26.b., Permittee agrees, at its own expense, to obtain and keep current all licenses and permits necessary for the operation of Permittee's business, including an annual Parks Vending Permit under Madison General Ordinances Sec. 8.17 and a Class B alcohol license, and to comply with all Federal, State and City statutes, ordinances, rules and regulations applicable to Permittee's business. Permittee agrees to obtain all inspections by the Health Department, Fire Department or any other governmental agency that are required to operate the services authorized under this Agreement. Permittee shall provide the Parks Division with proof of such compliance upon request. Failure to comply with this provision shall be a default under this Agreement.
- d. Equipment. City shall be responsible for providing access to the Premises, access to water and electrical service, and functioning bathrooms at the Premises. Permittee shall provide all other equipment necessary to operate the facility, including, but not limited to, all kitchen equipment, safety equipment, exterior seating, concessions, products, refrigerators, freezers, microwaves, and cash registers. The Permittee and Co-Occupant shall be jointly responsible for the entire cost of cleaning supplies, soap, and paper products for the public bathrooms at the Olbrich Beach House. Permittee may place other equipment related to the operation of the Premises by the Permittee consistent with this Agreement in locations approved by the Parks Superintendent, or his/her designee. Permittee

may, solely at Permittee's expense, or along with Co-Occupant, install a security system at the Premises. Permittee may install or use other equipment with the written permission of the Parks Superintendent, or his/her designee. Upon request, Permittee shall provide the Parks Superintendent, or designee, with a current list of all the Permittee's equipment at the Premises.

- e. Utilities. Permittee is responsible for 100% of water, sanitary sewer, and gas and electric costs at the Premises. City will provide Permittee with the relevant meter data for the Premises. The failure to pay these bills by the due date is a default under Section 26. If Permittee fails to pay these utility bills and the City terminates this Agreement, the unpaid utility bills will be deducted from any remaining security deposit under Subsection t below.
- f. Product. Upon request by the Parks Superintendent or designee, the Permittee will provide a list of items offered for sale at the Premises by Permittee, including, but not limited to, food, beverages and confections, and related merchandise.
- g. Alcohol Sales. Permittee is permitted to sell food and beverages, including alcoholic beverages at the Premises. Permittee will be required to have a valid Class B license for the Premises. Permittee's operation is a fair-weather operation scheduled to be open up to 55 hours per week within Park open hours, weather permitting. Permittee shall not dispense or distribute alcohol after 9:30 p.m. The times of operation may be modified upon the written approval of Permittee and the Parks Superintendent, or his/her designee, subject to any conditions of the Permittee's Class B license. In addition, if ceasing to dispense or distribute alcohol at 9:30 p.m. results in repeated issues of customers not leaving the Premises by Olbrich Park closing time, Permittee may be required to cease dispensing or distributing alcohol at 9:00 p.m.

It is the responsibility of Permittee to manage the distribution of alcohol in compliance with all applicable laws, and Permittee is solely responsible for any incidents arising from any violation by Permittee of any such law(s). Permittee shall monitor the service of alcoholic beverages, make sure no one under the age of twenty-one (21) is drinking alcohol, and refuse service to people who appear to be intoxicated or using poor judgment in their drinking.

- h. Amplified Music Restriction. No amplified music requiring a PA2 permit shall be allowed during non-special event operations. Acoustic and background amplified music at a PA1 permit sound level is allowed to provide background music at the Premises. Amplification permits for special events must be secured through the Parks Division. PA1 permits have a sound limit of 75 decibels at 150 feet from the source. PA2 permits have a sound limit of 95 decibels at the sound board or 100 feet from the source, whichever is closer.
- i. Special Events. Permittee may hold up to four (4) days of special events and activities at the Premises each year with attendance of between 250 and 1,000

people. Any such special event or activity will not be charged a park event application fee, but other permit fees may apply depending upon the nature of the event or activity. Amplified music can be included in the special event application. All such special events or activities must be approved in advance by the Parks Division and coordinated with Co-Occupant. If a PA2 permit or event with an anticipated attendance of over 1,000 is requested, the Board of Park Commission must approve the event.

- j. Equipment Safety. Permittee shall maintain all of Permittee's equipment, including safety equipment, in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof.
- k. Storage. Permittee may store equipment at the Premises necessary to provide the services set forth in this Agreement. The Permittee may store equipment inside the western side common area of the Beach House, outside the western side of the Beach House and inside the bathrooms during the 'off season' in a neat, orderly, and attractive manner as long as it does not interfere with utility or fire access, the use of the Beach House by Co-Occupant, or is otherwise a public nuisance.
- l. Maintenance. Permittee shall be responsible for maintaining the Premises in a clean, safe and attractive condition when the Premises is in operation or use, including keeping the grounds immediately adjacent to the Premises picked up of all paper and debris. Permittee agrees that should the Parks Division determine that the maintenance requirements of this Subsection are not being met after written notification to Permittee and reasonable time to rectify, the Parks Division may perform or have performed additional cleaning or maintenance, and charge the actual costs of such work to Permittee, payable within thirty (30) calendar days of the issuance of the invoice, or as a charge against the Permittee's security deposit.

Any custodial services, and any chemicals, trash-liners, soap and paper used by the Permittee pursuant to its obligations under this Subsection, are required to be in accordance with the City's Green Cleaning Program and comply with the green product standards, specifications and practices of this Program. Permittee is required to be familiar with the applicable standards of the City of Madison's Policy for a Sustainable Green Cleaning Program during the permit year. These standards are set forth in the City of Madison's Administrative Procedure Memorandum No. 4-6, available at <http://www.cityofmadison.com/mayor/apm/4-6.pdf>. The failure to abide by the requirements of this Program shall be a default subject to Section 26 of this Agreement; provided that if such failure is caused by Co-Occupant in connection with its cleaning of the restrooms, Permittee shall be permitted to cure such failure as set forth in Section 26.a.

- m. Disposal of Fats, Oils and Grease. Permittee shall take measures to keep leftover fats, oils, grease and other food scraps ("FOG") from doing down the drains at the Premises, including, if necessary, a grease control device ("GCD"). Large amounts of FOG should be collected and stored in drums or barrels for recycling.

Small amounts can be poured into a sealed container and thrown away. Permittee should scrape or wipe FOG from dishware and cookware and put it in the trash. The City shall have the right of entry into the Premises at any time to make inspections, observation, measurements, sampling, testing, or records review of the GCD or Permittee's operations to ensure that the Permittee is in compliance with this Section. Operational changes, maintenance and repairs requested by the City to ensure compliance with this Section shall be implemented by Permittee at Permittee's sole expense.

- n. Refuse. Permittee is responsible for refuse disposal and recycling of waste from the Premises. Permittee may enter into an agreement with Co-Occupant to address this responsibility. The placement and manner of servicing of any dumpsters in Olbrich Park shall be subject to the approval of the Parks Superintendent or designee, such approval not to be unreasonably withheld.
- o. Alterations to Premises. No modifications of any kind, or fixtures, additions or removals shall be made to the Premises without the permission of the Parks Superintendent, or his/her designee. Any modifications shall be submitted in writing to the Parks Superintendent, or his/her designee, outlining the need, plan, cost, desire for financial or physical assistance and if the alteration will be considered an Improvement as set forth in Section 4 above. Notwithstanding the foregoing, the Preapproved Improvements detailed in Exhibit 2 are hereby consented to by the Parks Superintendent.
- p. Signage. All signs and banners, including menu boards, shall be approved by the Parks Superintendent or designee and the Zoning Administrator. Additionally, the Permittee shall post a readily observable sign at the Premises stating the Permittee's name, the Operating Agent and contact information as set forth below in Section 21.
- q. Weapons Prohibition. Permittee shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Agreement, other than while at the Permittee's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Agreement, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. Sec. 175.60(15m).
- r. Closing Date. The closing date of the Permittee's activities at the Premises shall be determined by Permittee, but such date shall occur no later than the Park Division's building winterization schedule, unless arrangements for winterizing of the Premises have been made by Permittee.
- s. Surrender of Premises. Upon the termination of this Agreement under Section 26, or, in the event that this Agreement is not renewed or expires under Section 2, Permittee shall vacate and remove all personal property no later than the end of the Agreement. However, with the Superintendent's written consent, the

Permittee may have additional time beyond the end of the Agreement to remove all equipment and property from the Premises.

The Permittee will deliver the facility to City in as good condition as the Premises was in at the commencement of the Agreement, with the exception of unavoidable wear and tear through careful use and with the exception of damage by fire, vandalism, natural disasters or other casualty beyond the control of Permittee. Permittee may be granted additional time to surrender the Premises under this Subsection by written agreement with the Parks Superintendent, or his/her designee.

Any damages to the Premises during the term of this Agreement beyond normal and expected wear and tear shall be the responsibility of the Permittee. If these damages are not repaired by the Permittee before surrender of the Premises to the City, the City shall cause the repairs to be made and charge the cost thereof against the security deposit as set forth in Subsection t below. Any balance still owing by Permittee in excess of the security deposit shall be due within thirty (30) calendar days of the invoice.

All equipment and other property of the City on the Premises shall remain the property of the City after the termination of this Agreement. No fixtures, whether or not purchased by Permittee, shall be removed from the Premises without the permission of the City. An inventory of City property and equipment will be performed before release. Any property of Permittee remaining on the Premises thirty (30) calendar days after surrender of the building will become the property of the City. Notwithstanding the preceding, Permittee must immediately surrender the Premises and remove all property therefrom in the event Permittee no longer meets the insurance requirements of Section 16.c.

- t. Security Deposit. The Permittee shall provide the City a security deposit in the amount of \$3,000 prior to occupying the Premises. To satisfy this security deposit requirement, the City agrees to either hold a check issued during each calendar year of the Agreement from Permittee for \$3,000 (in which case, upon receipt of a new check for a particular year, the City shall return or destroy any prior checks issued by Permittee pursuant to this Section), or hold Permittee's credit card information and an authorization to charge up to \$3,000. If, at the time of surrender of the Premises there are any damages or other assessable costs under this Agreement, City is permitted to either cash the check, deduct for any charges and return the balance to Permittee, or charge Permittee's credit card the assessable amount, up to \$3,000. Permittee must provide the Parks Division with a new check or an updated credit card authorization within fifteen (15) business days of changing banks. In cases where the damage and other assessable costs are greater than \$3,000, Permittee shall pay to the City the remaining balance within 30 calendar days of the invoice from the City. If it is discovered that the Permittee's check and/or credit card authorization are unable to satisfy the \$3,000 security deposit amount, the City is authorized to take possession of any personal

property of Permittee remaining on the Premises and sell this property to satisfy the security deposit requirement.

- u. Use Fee. For the use of the Premises and the right to provide the services set forth above herein, and in addition to the annual Parks Vending Permit under Madison General Ordinances Sec. 8.17, the utility costs imposed under Subsection e above, as well as the security deposit under subsection t above, Permittee agrees to pay the City a use fee ("Use Fee") for each calendar year of the contract, according to the schedule set forth below. The Use Fee shall be paid in six equal monthly installments which shall be due on the last business days of each month from April through September of each calendar year of this Agreement.
- v. Payment Schedule. Permittee shall make all payments required under this agreement. A payment will be considered late, and a default of the terms of this Agreement, if not received within five (5) business days of the due date.

The following is a projected schedule of annual payments based on the currently anticipated capital improvement plans and permit fees.

<b>Year</b>	<b>Est. Capital Improvements</b>	<b>Vending Permit</b>	<b>Use Fee</b>	<b>Financial Benefit to City</b>
2017	\$37,500	\$900	\$13,000	\$51,400
2018	\$5,000	\$900	\$18,500	\$24,400
2019	\$5,000	\$900	\$23,500	\$29,400
2020	\$15,000	\$900	\$25,000	\$40,900
2021	N/A	\$900	\$27,000	\$27,900
2022	N/A	\$900	\$29,000	\$29,900
2023	N/A	\$900	\$30,000	\$30,900
<b>Totals</b>	<b>\$62,500</b>	<b>\$6,300</b>	<b>\$166,000</b>	<b>\$234,800</b>

- 6. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties. In the event of a conflict between the terms of this Agreement and the terms of any

document attached or incorporated herein, the terms of this Agreement shall control and supersede any such conflicting term.

7. Status of Permittee. It is agreed that Permittee is an independent contractor and not an employee or representative of the City and that any persons who Permittee utilizes and provides for services under this Agreement are employees of Permittee and are not employees of the City of Madison. In addition, it is agreed that by granting Permittee the right to use the Premises for the purposes set forth herein, that the City is not granting Permittee the right to sell or distribute any City goods or services nor is there a community of interest, as that term is defined at Wis. Stat. Sec. 135.02(1), between the City and Permittee arising from this Agreement. The Parties both acknowledge that this Agreement does not create a dealership under Wis. Stat. Ch. 135.
8. Assignability and Subcontracting. Permittee shall not assign or subcontract any interest or obligation under this Agreement without City's prior written approval, including any lease, other than space in a boat storage rack, or exclusive use of the Premises. All of the services required hereunder shall be performed by Permittee and employees of Permittee. If Permittee is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Permittee's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in Permittee as of the date hereof.
9. No Realty. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a grant to Permittee of the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public, pursuant to Madison General Ordinances, Section 8.17.
10. Access to Premises. City, by its representatives, shall have access to Premises at any reasonable time provided such entry shall not interfere with Permittee's conduct of business. In case of emergency, the circumstances of which to be solely determined by City, City shall enter the Premises with or without force, as necessary, without assuming any liability for such entry and without affecting Permittee's obligations under this Agreement.
11. Designated Representative. Permittee shall designate a Contract Agent with primary responsibility for the oversight of this Agreement. In case the Contract Agents are replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agents, Permittee will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section 21.
12. Operating Agent. Permittee shall designate an Operating Agent of Permittee's activities at the Premises, who shall be the person primarily responsible for the day-to-day operation of the Permittee's activities at the Premises. Permittee shall provide the name

and contact information of a new Operating Agent to the Parks Superintendent, or his/her designee, within forty-eight (48) hours of any changes to the Operating Agent or the Operating Agent's contact information.

13. Advertising. It is understood that in the operation and conduct of this Agreement, City does not grant Permittee the right to sell or distribute any goods or services provided by City, nor does City grant Permittee the right to use a City trade name, trademark, logotype, advertising, or other commercial symbol without permission of the Park Superintendent or their designee. Notwithstanding the foregoing, the City acknowledges that Permittee will do business as "Olbrich Biergarten" and the City consents to Permittee's use of such name. In any commercial advertisement or announcement, Permittee may use the names of Olbrich Park, but any such advertisement or announcement must also indicate that Permittee's activities are not associated with or affiliated with the City.
14. Amendments. This Agreement shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person other than the parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent or agents of the Permittee and the Parks Superintendent, or his/her designee.
15. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Permittee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Permittee therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
16. Indemnification and Insurance.
  - a. Indemnification. The Permittee shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Permittee's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

- b. Hazardous Substances; Indemnification. Permittee represents and warrants that its use of the Premises will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. Permittee further agrees to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or intentional acts of the City, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property.
- c. Insurance.
- (1) Required Insurance. The Permittee will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Permittee shall not commence work under this Agreement, nor shall the Permittee allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
- (a) Commercial General Liability. During the life of this Agreement, the Permittee shall procure and maintain Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, products and completed operations, in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Permittee's coverage shall be primary and noncontributory, and list the City of Madison, its officers, officials, agents and employees as additional insureds. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary and noncontributory basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
- (b) Liquor Liability Insurance. Liquor Liability insurance in the amount of coverage of at least \$1,000,000 per occurrence listing the City of Madison, its officers, officials, agents and employees as additional insureds.

- (c) Automobile Liability. Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria. This insurance shall be required for the full term of the Agreement and any renewal periods.
  - (d) Worker's Compensation. During the life of this Agreement, the Permittee shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. The Permittee shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease - Each Employee, and \$500,000 Disease - Policy Limit. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance.
  - (e) Umbrella Liability. During the life of this Agreement, the Permittee shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Liquor Liability, Business Automobile Liability and Employers Liability with minimum limits of \$2,000,000 per occurrence and aggregate.
  - (f) Property Insurance. Permittee shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. The City shall not be liable for any damage to or loss of property of Permittee or others located on the Premises or within Olbrich Park except to the extent such damage or loss was caused by the City's sole negligence or willful act.
- (2) Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A~ (A minus) and a Financial Category rating of no less than VII.
  - (3) Proof of Insurance, Approval. The Permittee shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Permittee shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Risk Manager. The Permittee shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

- (4) Notice of Change in Policy. The Permittee and/or Insurer shall give the City thirty (30) calendar days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.
- (5) Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, Permittee shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Risk Manager consistent with the requirements of this Section.
- (6) Risk Manager. All information required to be provided to the Risk Manager should be addressed as follows:

City of Madison  
Attention: Risk Manager, Room 406  
210 Martin Luther King Jr. Blvd.  
Madison, WI 53703

- 17. Non-Discrimination. In the performance of the services under this Agreement the Permittee agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Permittee further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
- 18. Nondiscrimination Based on Disability. Permittee shall comply with Section 39.05, Madison General Ordinances, "Nondiscrimination Based on Disability in City-Assisted Programs and Activities." Under Section 39.05(7) of the Madison General Ordinances, no City financial assistance shall be granted unless assurance of compliance with Section 39.05 is provided by Permittee prior to the granting of the City financial assistance. Under Section 39.05(3)(b)4, "City financial assistance" includes any arrangement by which the City provides or otherwise makes available assistance in the form of the lease of, and the permission to use, City property.

Permittee assures that, in providing any service at the Premises, it shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:

- a. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
- b. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service, or the City facility, that is not equal to that afforded others;

- c. Provide a qualified person with a disability with a City facility or an aid, benefit, or service that is not as effective as that provided to others;
- d. Provide different or separate City facilities, or aid, benefits, or services to persons with a disability or to any class of persons with disabilities unless such action is necessary to provide qualified persons with a disability with City facilities, aid, benefits, or services that are as effective as those provided to others;
- e. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to any agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- f. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or
- g. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service from a recipient, or by others using City facilities.

Permittee shall post notices in an accessible format to applicants, beneficiaries, and other persons, describing the applicable provisions of Sec. 39.05 of the Madison General Ordinances, in the manner prescribed by section 711 of the Civil Rights Act of 1964 (42 USCA Sec 2000e-10).

- 19. Taxes and Assessments. Permittee agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Permittee's right of appeal) against the personal property and services of Permittee on the Premises during the term of this Agreement.
- 20. Severability. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.
- 21. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

City: Superintendent of Parks  
City Parks Division  
P.O. Box 2987  
210 Martin Luther King, Jr. Blvd. #104  
Madison, WI 53703

Permittee: Mike Bare  
BKM Group, LLC

543 Harvest Lane  
Verona, WI 53593  
608-620-3001  
Mike.bare83@gmail.com

22. Third Party Rights. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
23. Audit and Retaining of Documents. The Permittee agrees to provide a detailed summary report of all sales activities and a financial reconciliation of all amounts owed and paid to the City, which information shall be provided within fifteen (15) business days after the Permittee receives the City's written requests, unless the Parties agree in writing on a longer period. Records shall be retained by the Permittee for a period of three (3) years after completion of all work under this Agreement, in order to be available for audit by the City or its designee.
24. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within Dane County, State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
25. Compliance with Applicable Laws. The Permittee shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Permittee and its agents and employees. The Permittee's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 26 of this Agreement.
26. Default/Termination.
- a. In the event Permittee shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Permittee, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Permittee, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Permittee under this Agreement.
  - b. The City acknowledges that Permittee's performance under this Agreement is subject to Permittee's ability to obtain certain licenses, permits, consents and other approvals, and Permittee shall use its commercially reasonable efforts to obtain all

such licenses, permits, approvals, authorizations and consents. If, by March 31, 2017, Permittee has not received all licenses, permits, approvals, authorizations and consents (including, without limitation, a Parks Vending Permit, a Class B alcohol license, permission from the Parks Superintendent to serve alcohol and have it consumed by customers in the designated areas in Olbrich Park in compliance with City Ordinance 8.24(1)(ee), Dane County Food and Drink License, conditional use approval from the City of Madison Plan Commission, and Madison Urban Design Commission approval for material building upgrades and landscaping), the City and Permittee will discuss in good faith and determine a reasonable deferral of Permittee's investment and payment obligations under this Agreement until such time as Permittee is able to obtain all such licenses, permits, approvals, authorizations and consents. If, despite Permittee's commercially reasonable and continued efforts, it becomes clear that Permittee will be unable to obtain all required licenses, permits, approvals, authorizations and consents, Permittee may by written notice to the City terminate this Agreement, and in such case all rights and obligations of the Permittee under this Agreement shall cease (other than any liabilities arising from a breach by Permittee of this Agreement prior to the termination date).

27. Authority. Permittee represents that it has the authority to enter into this Agreement. If the Permittee is not an individual, the person signing on behalf of the Permittee represents and warrants that he or she has been duly authorized to bind the Permittee and sign this Agreement on the Permittee's behalf.
28. Counterparts; Electronic Delivery. This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

FOR BKM GROUP, LLC

\_\_\_\_\_  
Michael Bare, Manager

\_\_\_\_\_  
Date

FOR THE CITY OF MADISON

\_\_\_\_\_  
Paul Soglin, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

Countersigned:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Veum, Risk Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Michael P. May, City Attorney

\_\_\_\_\_  
Date

Execution of this Agreement by City is authorized by Resolution Enactment No. RES \_\_\_\_\_ ID No. \_\_\_\_\_ adopted by the Common Council of the City of Madison on \_\_\_\_\_ and approved by the Board of Parks Commissioners at its meeting on \_\_\_\_\_.

**EXHIBIT 1**  
Map of Premises



## **EXHIBIT 2**

### Improvements at Olbrich Beach House

#### Electricity and utility room:

- Install 200 amp feeder from the street.
- Upgrade circuit boxes/etc. in utility room.
- Add a wall between utility room and storage room so both Permittee and Co-Occupant have access to the electrical boxes.

#### Outside (front):

- Install new concrete/asphalt pads in front of the building to better support foot traffic to the bathrooms and service counter.
- Movable counters (that go inside at night) for service and food prep and pouring drinks.
- Taps on the front of the building coming from the cooler inside the storage room.
- Potentially install a sink outside for employee hand-washing.
- New or additional bike racks.
- Install security cameras

#### Outside (east and north fronts of building):

- Clean and paint.
- Restore or paint some of the original woodwork on the eave, install fachwerk on the wall to match.

#### Beer Garden:

- Remove sod.
- Install crushed stone path from the corner of the building to the beer garden seating area (light blue in the attached site plan).
- Install crushed stone over the beer garden seating area (light blue in the attached site plan).
- Poles with string lights and speakers for background music above beer garden.

#### Restrooms:

- ADA porta-potty outside, if necessary.
- New toilet partitions.
- Mirrors on the walls.
- Paint walls.
- Clean/polish floors.

#### Food Prep Room:

- Wall off to create a hallway that preserves men's bathroom entrance.
- Install four-hole sink for food prep and hand-washing that ties into plumbing for the shower.
- Install food prep counter.

Food Prep and Storage rooms:

- HVAC unit on roof or in storage room to heat/cool.
- Drop ceiling and lighting per health code.

Storage Room:

- Install cooler with tap lines going to the outside.
- Install racks for storage and a desk for office work.

## Christianson, Eric

---

**From:** Carl Landsness [earthchild@rebirththeearth.org]  
**Sent:** Tuesday, December 20, 2016 3:01 PM  
**To:** Reyes, Gloria  
**Cc:** Rummel, Marsha; Ahrens, David; Wallner, David; Knepp, Eric; Yahoogroups; Yahoogroups  
**Subject:** Re Olbrich Beach Beer Garden  
**Attachments:** Olbrich Beach Letter 11.28.16.docx; Olbrich Park\_VII.pdf; Garver - Public Meeting Flyer copy.pdf

**Categories:** Eric

Dear ALRC members...

I write as a Madison native, current elder, child of Olbrich Beach and board member of Eastside Planning Council, Friends of Starkweather Creek and Goodman Community Center advisory council (but not speaking **for** them).

Olbrich Beach is very dear to me (as I wrote Madison Parks Commissioners below)...  
as my primary beach and park as a youth in the 50's and 60's...  
and now as a re-**fi**red public steward.

After 30 years away from my Madison roots...  
my return (in 04) stimulated half joy and half grief:

- Joy for the many life-serving improvements and connections
- Grief for the many soul-stifling indulgences and decay

Bike paths, green spaces, placemaking and festivals gave me joy.  
Excessive drinking, entertainment, sports and polarization gave me grief.

Attending three presentations re the bier garden proposal for Olbrich gives me mixed feelings:

- Liking the city intentions, Milwaukee experiments and bier garden proposal/proposers
- Uncomfortable with neighbors' concerns, city responses and unaddressed concerns of others (e.g. Friends of Starkweather: attached; my own concerns: below)

Given recent state and national events that have stunned, terrified and angered many...  
I find it synchronistic to see a "Hail Mary" applicant on Wednesday's ALRC agenda...  
and your meeting falling on the winter solstice (the longest night).

Perhaps we need a "Hail Mary" to bring new light to our dark night of despair and denial...  
exploring win/win ways to work with our fears, tensions, terror and adversaries...  
vs. the numb, dumb and run (or blame, bash and bully) tactics that excessive alcohol can tempt, test  
or torment.

I will elaborate at Wednesday's meeting.

Carl Landsness

Madison native son, prodigal son, placemaker, peacemaker, troublemaker and steward (e.g. [here](#) and below)

**From:** Carl Landsness

**To:** Eric Knepp

**Cc:** David Wallner ; Mike Bare ; Darren Bush ; David Ahrens ; Marsha Rummel ; Yahoogroups ; Yahoogroups ; Yahoogroups

**Sent:** Wednesday, December 14, 2016 3:53 PM

**Subject:** Comments re beer garden and canoe rentals at Olbrich beach

Dear Park Commissioners,

Olbrich Park and beach are very dear to me...  
as my primary park and beach growing up in the 50's and 60's...  
and now as a board member of Friends of Starkweather Creek, Eastside Planning Council, Goodman CC Advisory Council and re-fired placemaker, peacemaker, troublemaker and steward (throughout my beloved roots in Madison).

When I returned to my Madison roots in 04 (after 30 years out west in hi-tech yuppiedom)...  
I celebrated half and grieved half the changes I saw...  
including the Olbrich and Starkweather area.  
As a youth, the Olbrich beach, skating rink and toboggan hill were primary social centers for all ages.  
In 2004, I cried when swimming in the deserted pea soup waters of Olbrich...  
and skated in the almost empty skating rink.

Yet...  
canoeing up Starkweather Creek (with Friends of Starkweather champions) did more to help me heal from depression than any expert, pill or process...  
inspired by what the Friends had done (with city help)...  
and by the hidden gifts of urban wilderness and human stewardship...  
the ideal antidote to Nature Deficit Disorder.

Now...  
such connection and stewardship (through the Friends in collaboration with city and Goodman CC) gives me hope for humanity **and** Madison...  
especially when introducing young children (e.g. Goodman CC youth) to such gifts...  
and receiving the gifts of wonder, awe and glee from **them**.

Re the beer garden and canoe rentals at Olbrich beach...  
I have mixed feelings...  
but willing to explore win/win ways to synergize and serve both people and place...  
balancing inner and outer, personal and collective, people and nature, practical and magical.

While I am wary of adding yet another place of indulgence and drinking to the numb, dumb and run behaviors of Madison that concern me...  
I like the feel of the process and people I've heard so far.  
I felt badly for the very adversarial and angry energy at the Lake Edge Church session...

yet can empathize with the fears and frustrations of neighbors (for diverse reasons).

I personally want city parks, planning, engineering, health and water to revisit the master plan for the entire Olbrich area (with all stakeholders)...

**and** the entire Starkweather watershed (reaching beyond the airport and East Towne).

I (and others) see huge opportunities (some way out of the box) for this area...

addressing a broad range of social, political, educational economic and environmental issues now depressing and destroying people and place...

especially recently:

- Restoring or reinventing many of the flat filled areas of Olbrich to a more natural area that naturally cleanses and balances toxins and nutrients (per former Nelson Institute grad student Steve Thomforde: attached)
- Distributing "floating islands" in the lake and up the creek to rebalance and beautify nature and landscape ([here](#) and [here](#))
- Creating an enclosed traffic arch and art peace on Atwood by Olbrich Gardens... to silence noise, frame the garden view corridor and extend the gardens to the lake (with children's play fountains, art and horticulture)
- Integrating the Garver/Baum proposal with an innovative vision by UW grad student Parker Jones for the 26 acre "North Plat" (attached).
- Revisit leaf, salt and fertilizer usage and disposal throughout the watershed (much already in process)...  
along with the city proposal for phosphorus removal at Voit pond

I will elaborate further at tonight's meeting.

In search of sanity, serenity, serendipity and **synergy**,  
Carl Landsness (not speaking for any organization I'm part of)

PS My incoming email has been down since last night (so may be writing without current info).

*The future will belong to the nature-smart:  
those individuals, families, businesses, and political leaders who develop a deeper understanding of  
the transformative power of the natural world and who balance the virtual with the real.  
The more high-tech we become, the more nature we need.*  
—Richard Louv



To: Alcohol Licensing and Review Committee

Re: Proposed Bier Garden at Olbrich Beach House

From: The Friends of Starkweather Creek

The Friends of Starkweather Creek advocate for projects in the watershed of Starkweather Creek that will promote a healthy urban stream. Specifically, we promote projects that will give the streambanks a natural appearance and provide a healthy habitat for fish and wildlife. We want the creek to be inviting and usable for recreation. We want neighborhoods surrounding the creek to have access through an interconnected network of paths that link Lake Monona to Sun Prairie. We are dedicated to finding a place, or places, near the creek where people can learn about the watershed of Starkweather Creek. We are also dedicated to creating projects on Starkweather Creek that will result in the creek contributing good water quality to Lake Monona.

In regards to the proposed Bier Garden at the Olbrich Beach House, we feel it is premature to locate a development of this magnitude next to Olbrich Beach, which is already suffering due to high *E.coli* contamination and blue green algal blooms. We are aware of an engineering study, *GLRI Beach Sanitary Survey Project Olbrich Park Beach (Madison, WI)*, which analyzed the pollution sources impacting Olbrich Beach and proposed a redesign of the landscaping around the beach and improvements to the beach house structure to help reduce runoff to the beach. Specifically mentioned in the study is a stormwater outfall that discharges 120 meters east of the beach and carries pollutants to the beach. There is also mention of runoff from the adjacent parking lot and the roof of the beach house to the beach because of the steep slope of the beach and the poor grade of the adjacent turf grass. We are attaching the plan for your consideration. Specific improvements recommended for the structure include:

- Repairs to the gutter system,
- Redirection of surface runoff from the rooftop, sidewalks and adjacent parking lot to a rain garden/vegetated swale and/or rain barrels.
- Grading or terracing the beach to reduce the slope of the beach
- Allowing native grasses, rather than turf grass to grow adjacent to the beach.

Before filling the parking lot with more cars and increasing the chances for polluted runoff to reach the beach, the area desperately needs to be redesigned. This should be the first order of business before so intensively expanding uses of the beach area, building and parking lot.

In addition, we have concerns that the neighborhood has not had sufficient time to absorb the plans being presented. We have heard some positive comments about the proposed canoe rental by Rutabaga, and we support efforts to enhance nature-based experiences in our parks, but we have only heard concerns from neighbors about the increased noise, traffic, parking pressure and crowds that

could result from a Bier Garden. We suggest that the area would benefit from a master planning process to address how the area is currently being used, what improvements the neighborhoods would like to see, and what type of improvements should be part of a beach house redevelopment.

Finally, some elements that we would like to see in a re-development project near Starkweather Creek, with some specifics on this proposal:

- Runoff from the project is treated so that excessive nutrients and salt do not reach the creek, or in this case, the beach.
- A buffer zone of native vegetation is created to add to the wildlife habitat and aesthetic beauty of the creek.
- Rainwater is contained on-site for infiltration or re-use.
- Educational materials are provided on-site that acknowledge the proximity of the creek and that promote stewardship of it.
- Stormwater management features are properly maintained so that they function at peak efficiency. In this case, consideration should be given to minimizing problem discharges from the nearby stormwater outfall and from Starkweather Creek.
- Construction runoff measures are used and properly maintained so that runoff during construction does not negatively impact the creek.
- Some consideration is given to future property maintenance, including leaf and snow removal, so that they do not result in piles that will contribute nutrient and salt runoff into the creek.

Thank you again for considering the impacts to Olbrich Beach as you consider the proposals for the Olbrich Beach House. Please feel free to contact us if you would like to discuss these elements further.

Cc: Alder Marsha Rummel, Alder Dave Ahrens, SASY Neighborhood Association, Eastmoreland Neighborhood Association, and Lake Edge Neighborhood Association, Public Health Madison and Dane County, City of Madison Parks Department

# Beach



**Thomforde, Stephen**  
**Project Manager Ecologist**  
**Great River Greening**  
**03.20.13**

Bell Museum  
Lake Pepin Diorama  
Francis Lee Jacques



Beach: Very Rare Shoreland Feature

# **Benefits of Beaches**

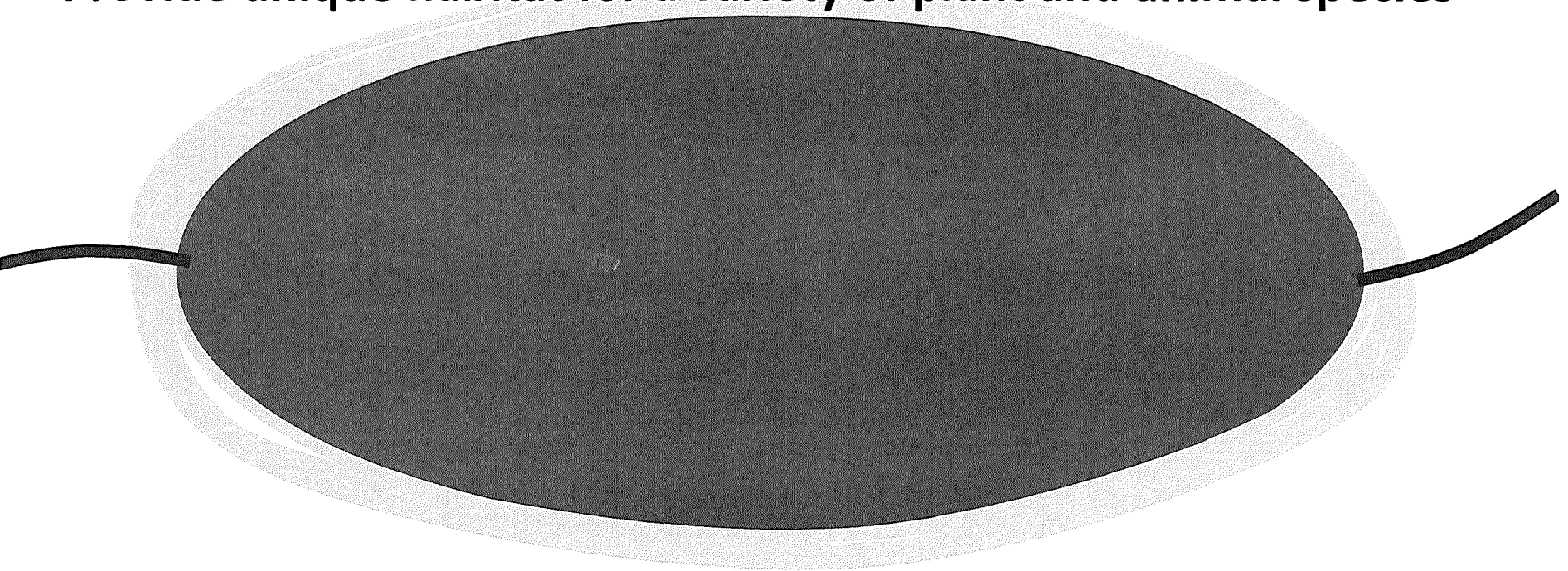
- > Surface area**
- > Flood control**
- > Wave energy attenuation**
- > Nutrient regulation (P and N export)**
- > Biomass harvest potentials**
- > Biodiversity**
- > Fisheries**
- > Food production**
- > Water purification**
- > Recreational opportunities**
- > Trophic structure**

## **Historic Beaches**

### **Benefit Lake Nutrient Regulation**

**Provide wildlife corridors to exit and enter lake**

**Provide unique habitat for a variety of plant and animal species**



Very common ecosystem on east shores, larger lakes, long wind fetch from the west, combined with glacial deposits, and an inflow (Starweathers Creek) Perfect beach formation

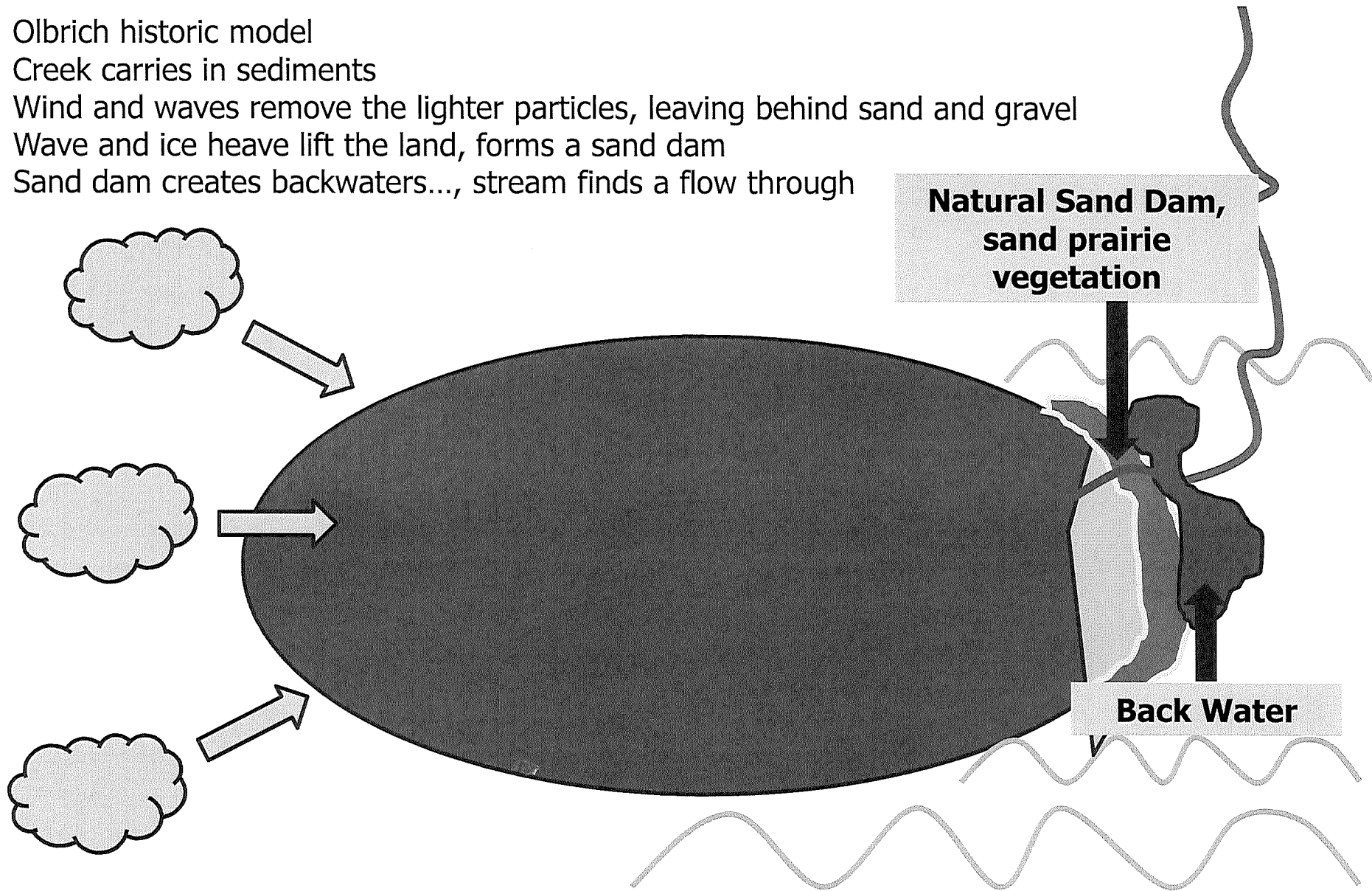
Olbrich historic model

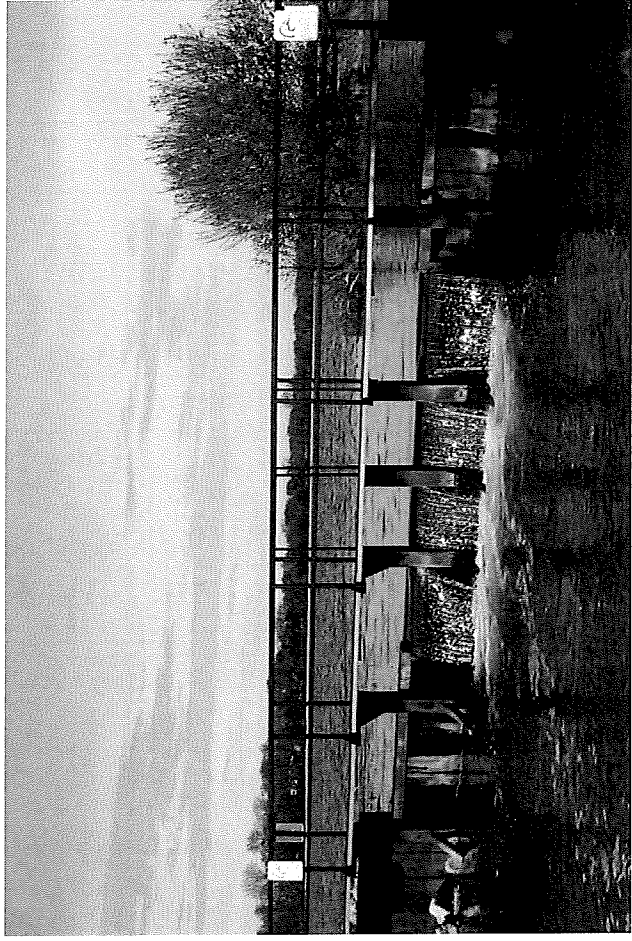
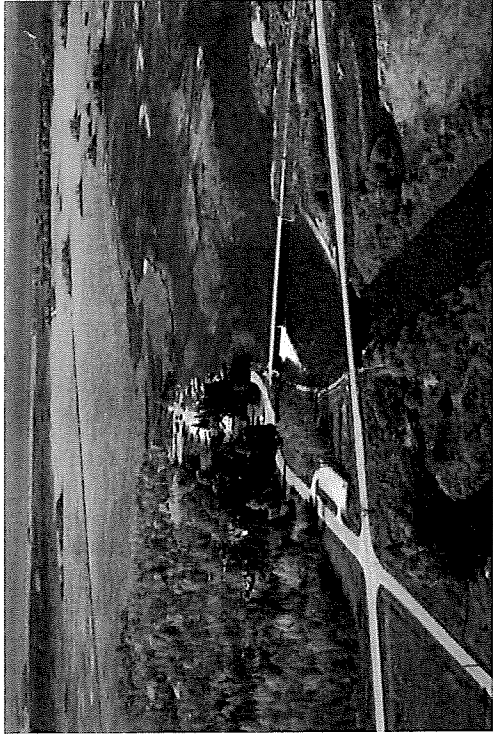
Creek carries in sediments

Wind and waves remove the lighter particles, leaving behind sand and gravel

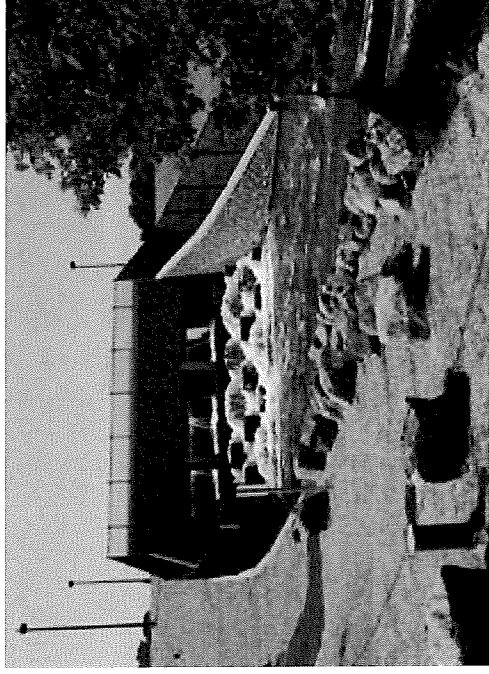
Wave and ice heave lift the land, forms a sand dam

Sand dam creates backwaters..., stream finds a flow through

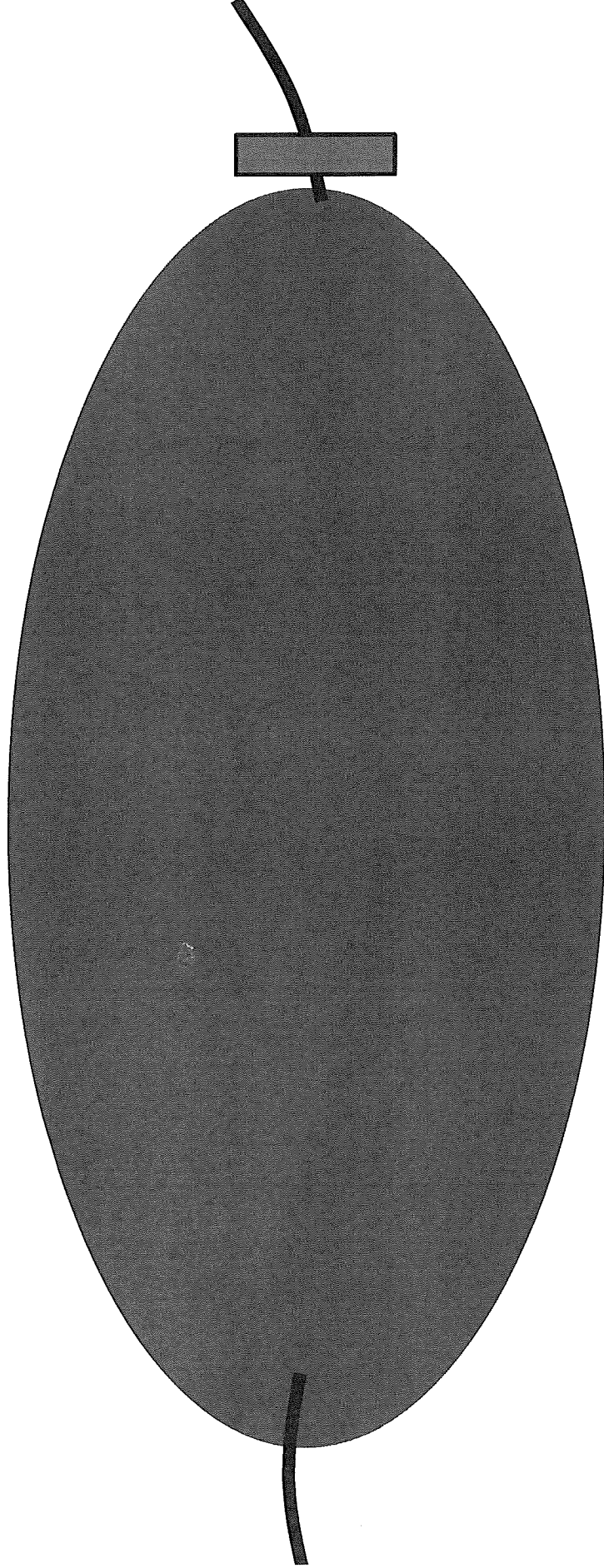




**Most beaches have been lost  
due to dams**



Olbrich model today  
No flood control  
No nutrient export  
No wildlife corridor





# Shorelines as nutrient export pumps

**Wind Waves and Ice heave drive excess biomass landward, a reverse nutrient pump**



i) An equilibrium zone between aquatic & terrestrial ecosystems



**Artificial high water levels**  
**Emerging equilibrium between aquatic and terrestrial environments**  
**Hydraulic energy re-constructs a new shoreline**

# Shorelines as nutrient export pumps:

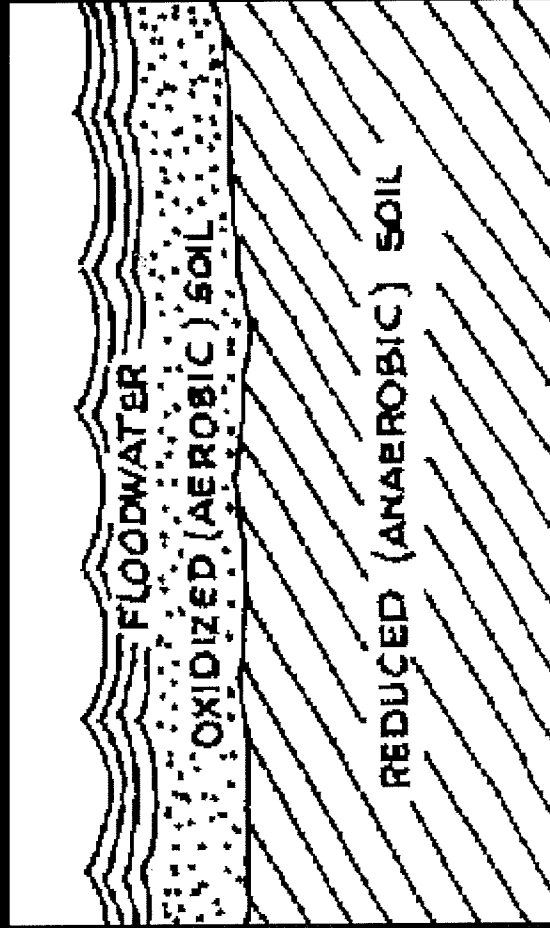
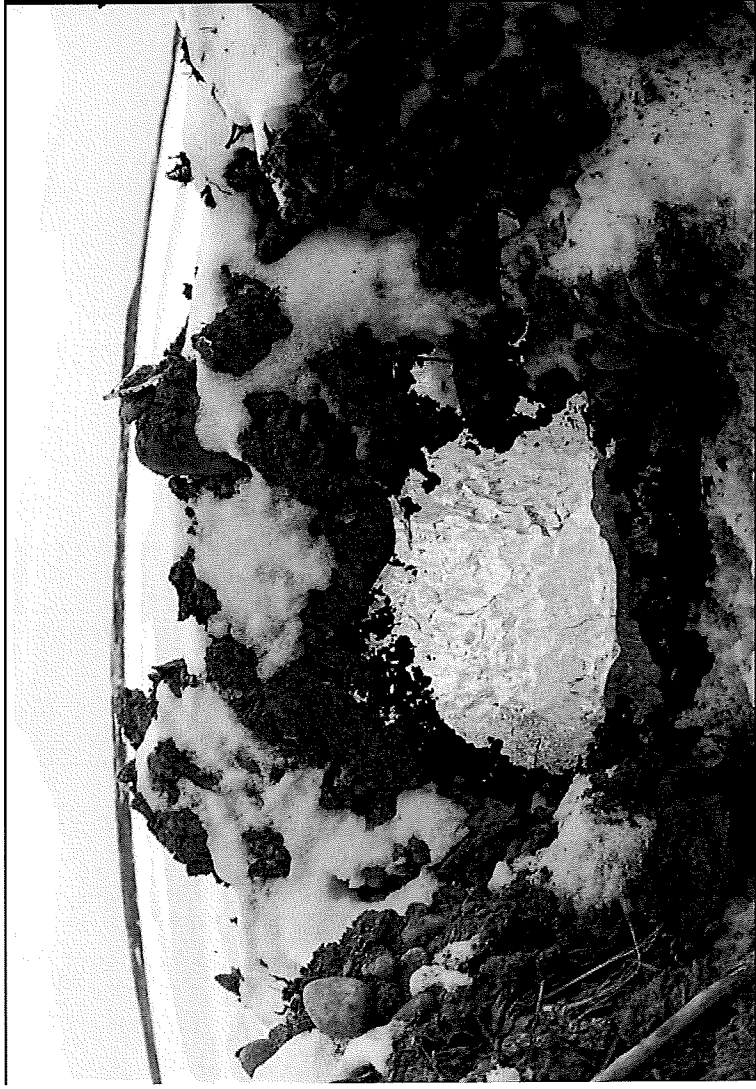




**Ice Heave**  
the ultimate nutrient “push” mechanism  
exiting biomass to the terrestrial ecosystem



Denitrification



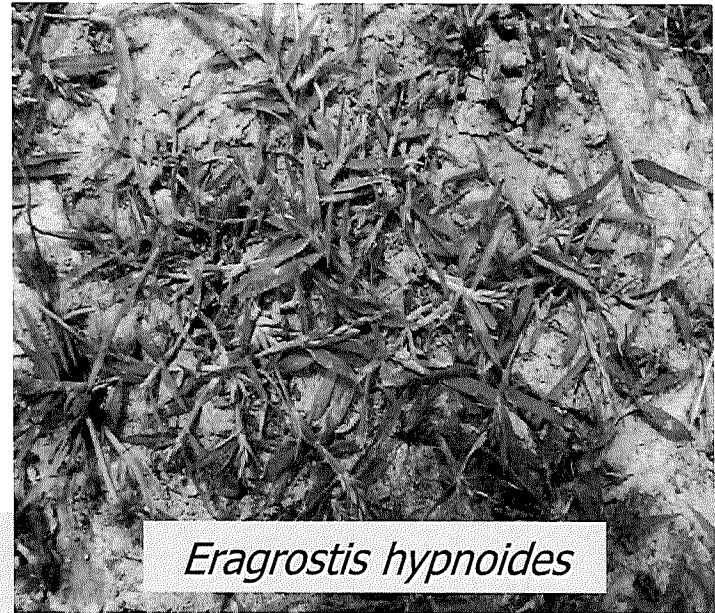
What are common members of the Beach community: Curtis 1959, very open whisopy



Switch Grass  
(*Panicum virgatum*)



Blue Joint Grass  
(*Calamagrostis canadensis*)



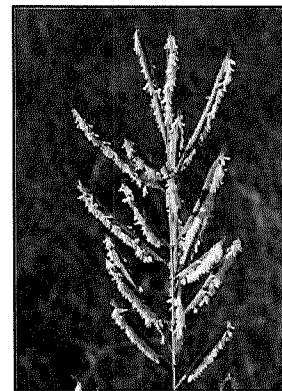
*Eragrostis hypnoides*



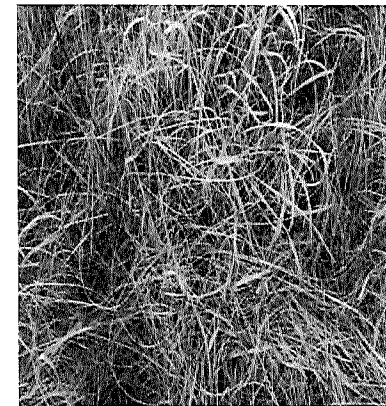
Wood Reed Grass  
(*Cinna arundinacea*)



(*Agrostis perennans*)

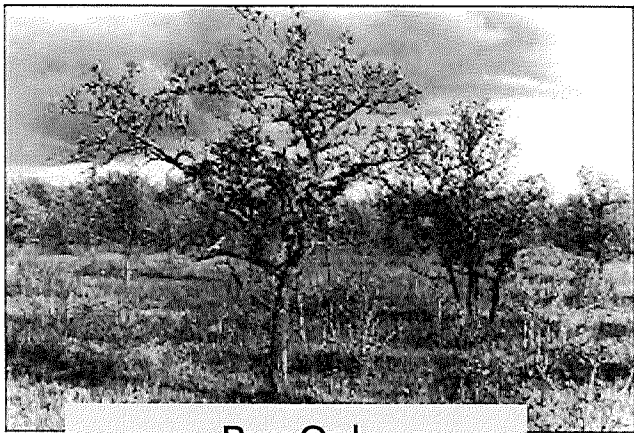


Cordgrass  
(*Spartina pectinata*)



*Sprobolus asper*

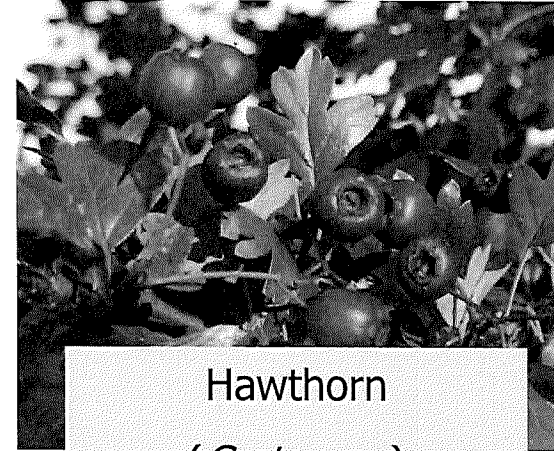
# What are common members of the Beach community?



Bur Oak  
(*Quercus macrocarpa*)



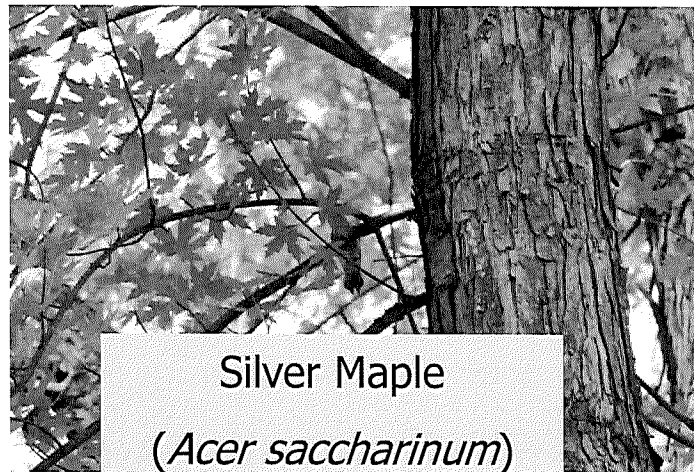
Birch Spp  
(*Betula nigra*)



Hawthorn  
(*Crataegus*)

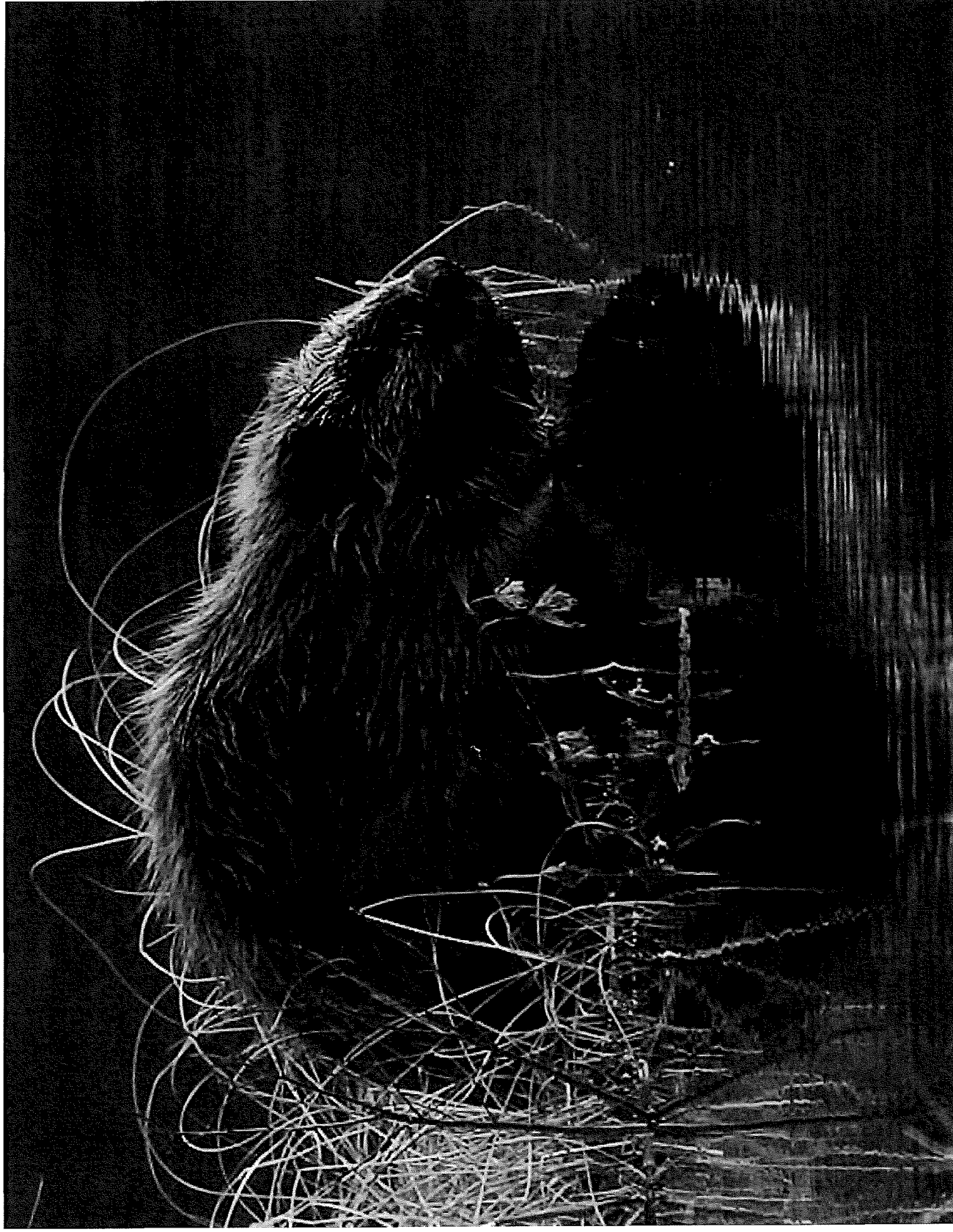


Bebb's Willow  
(*Salix bebbiana*)



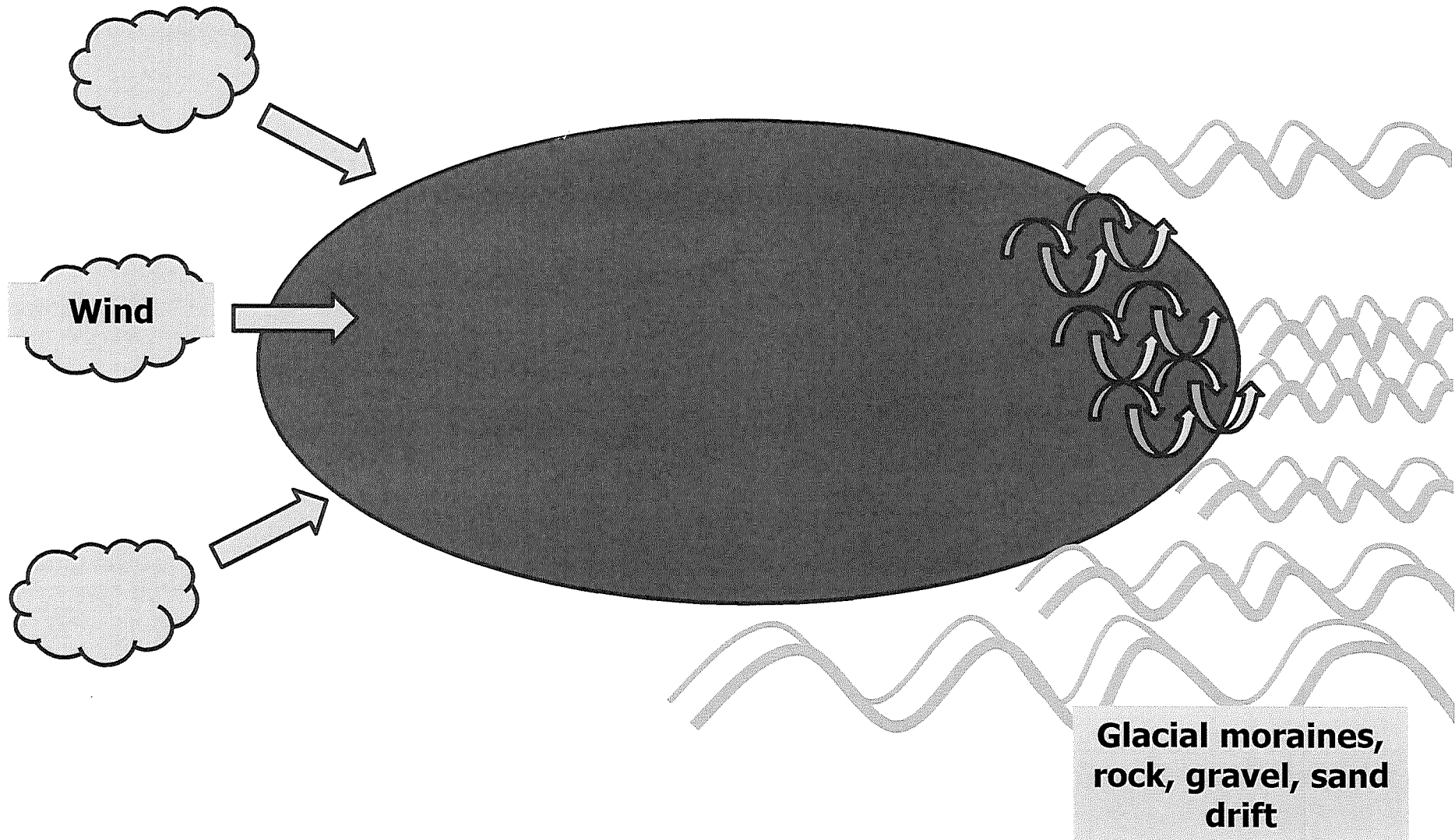
Silver Maple  
(*Acer saccharinum*)

Trees were rare along historic shorelands



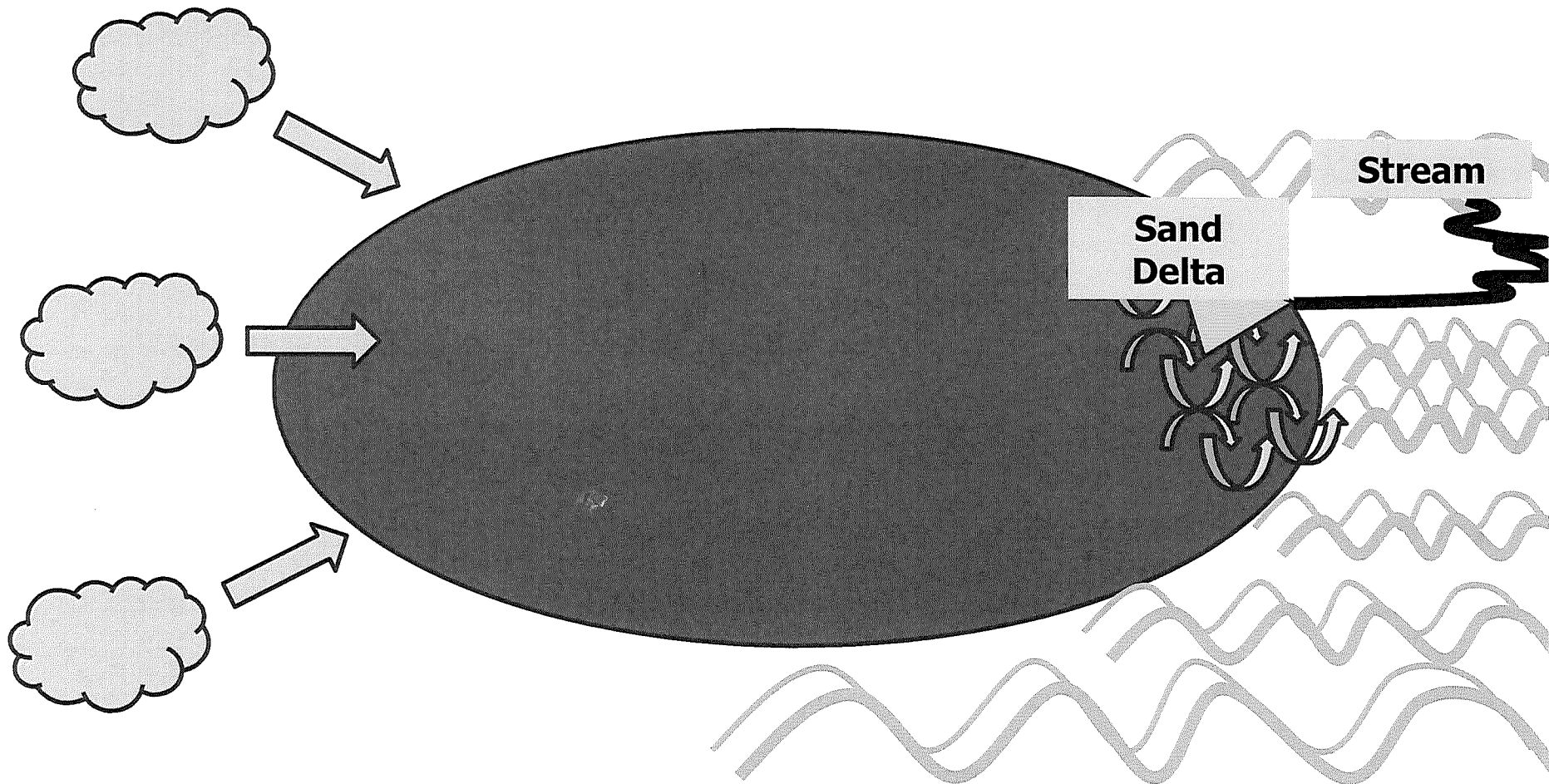
### III) Where can we find Beaches?

- i) Edaphic (e.g. glacial deposits [moraines, kames, eskers
- ii) Windward lake side
- iii) Stream confluence



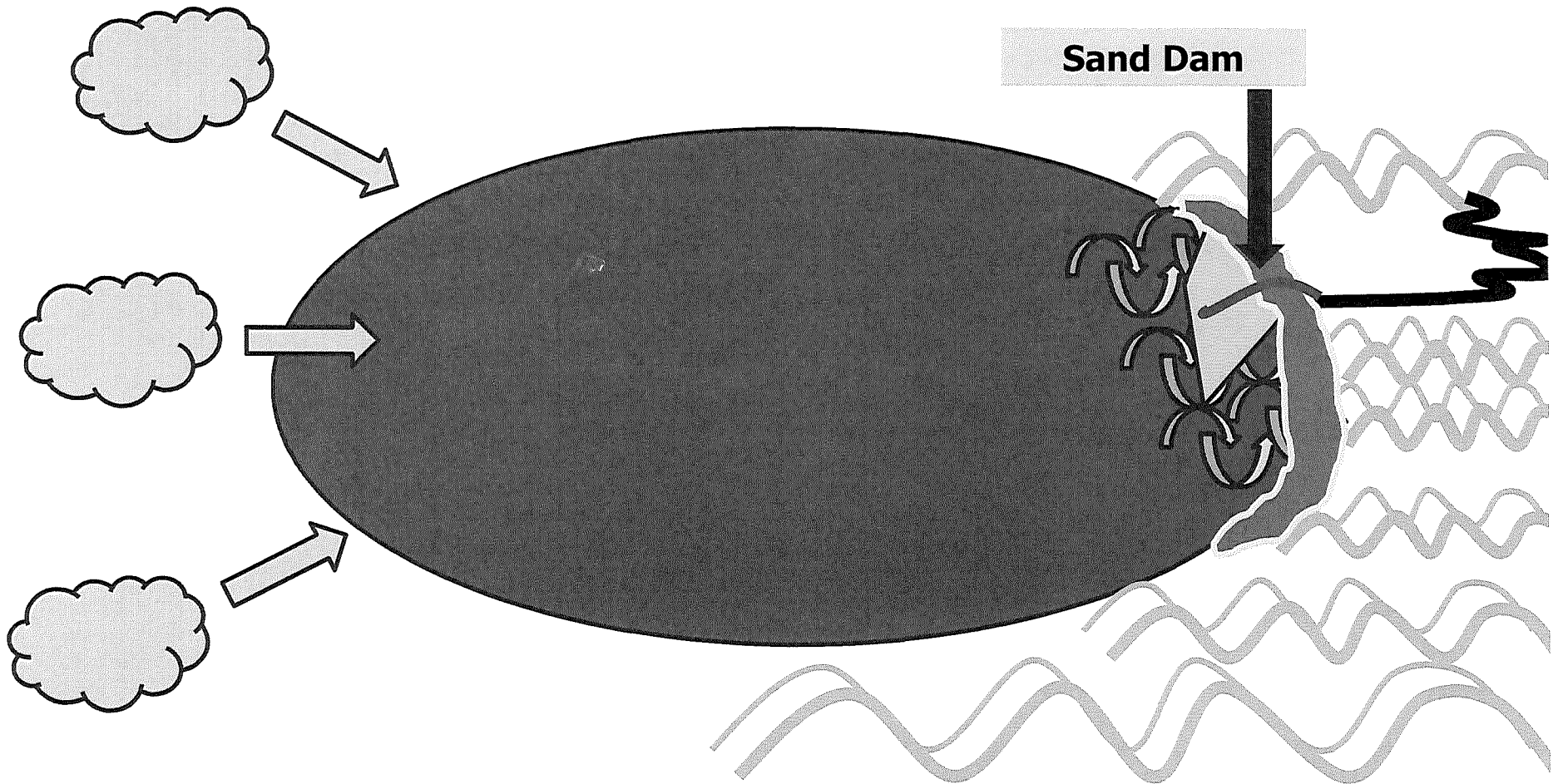
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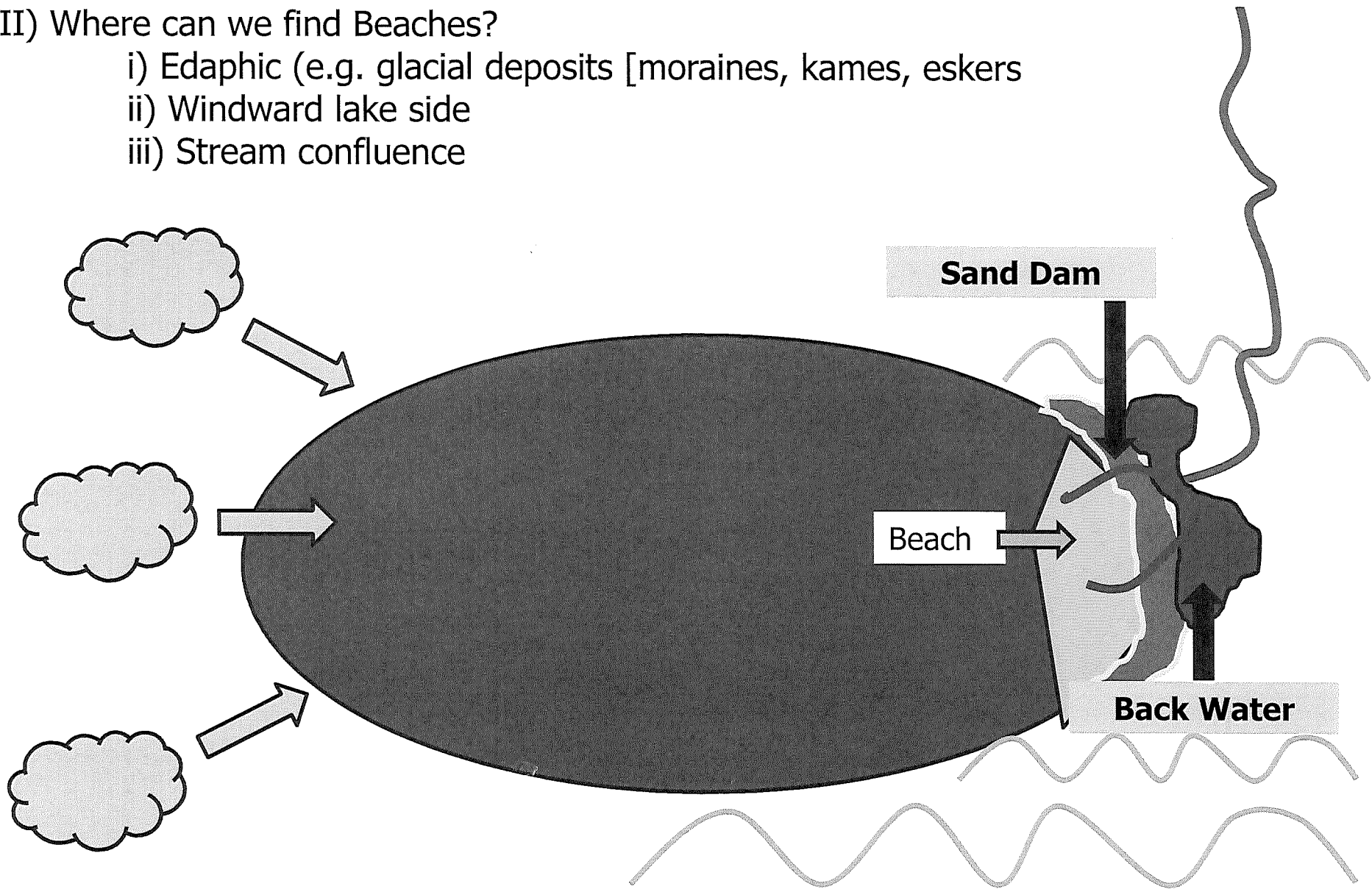
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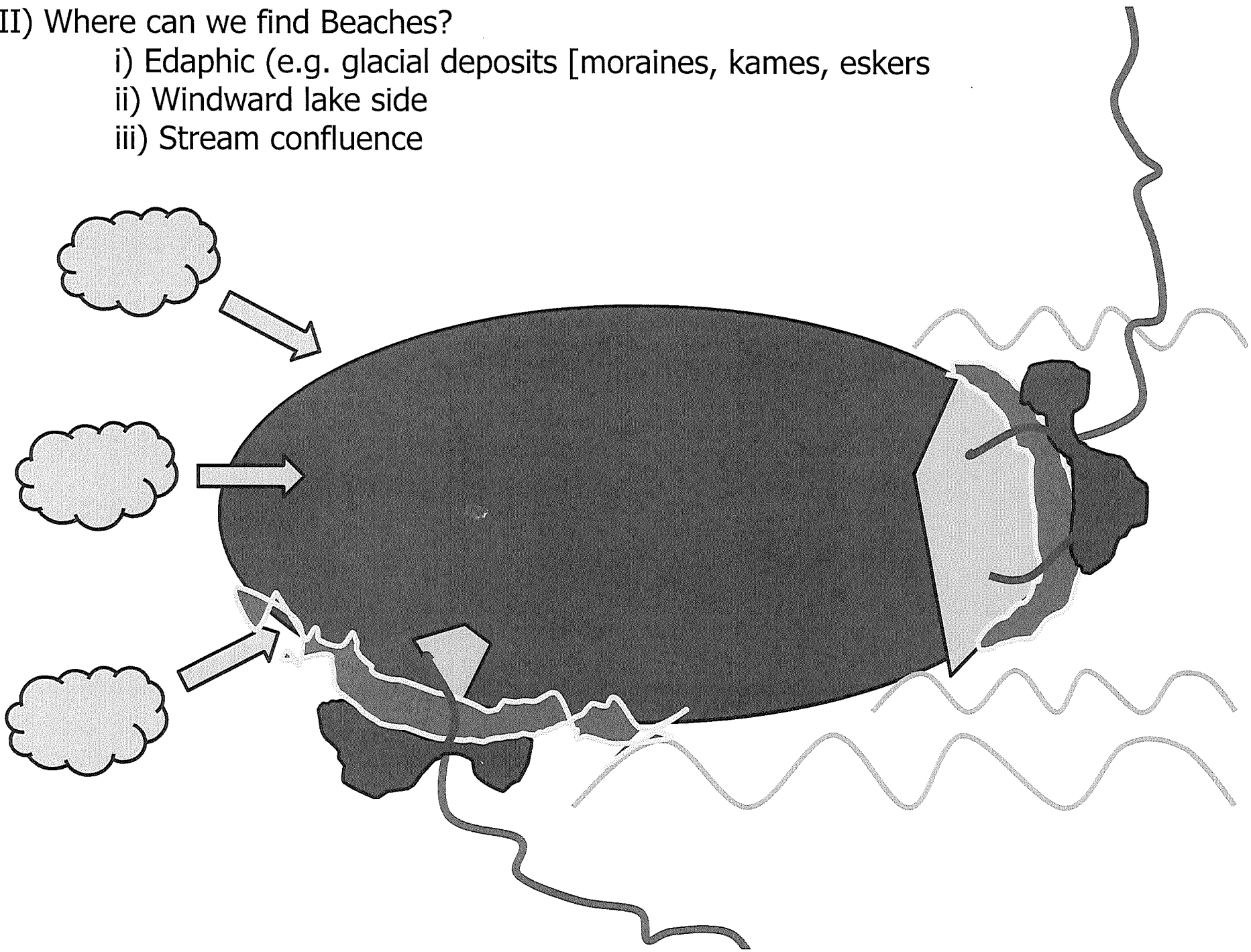
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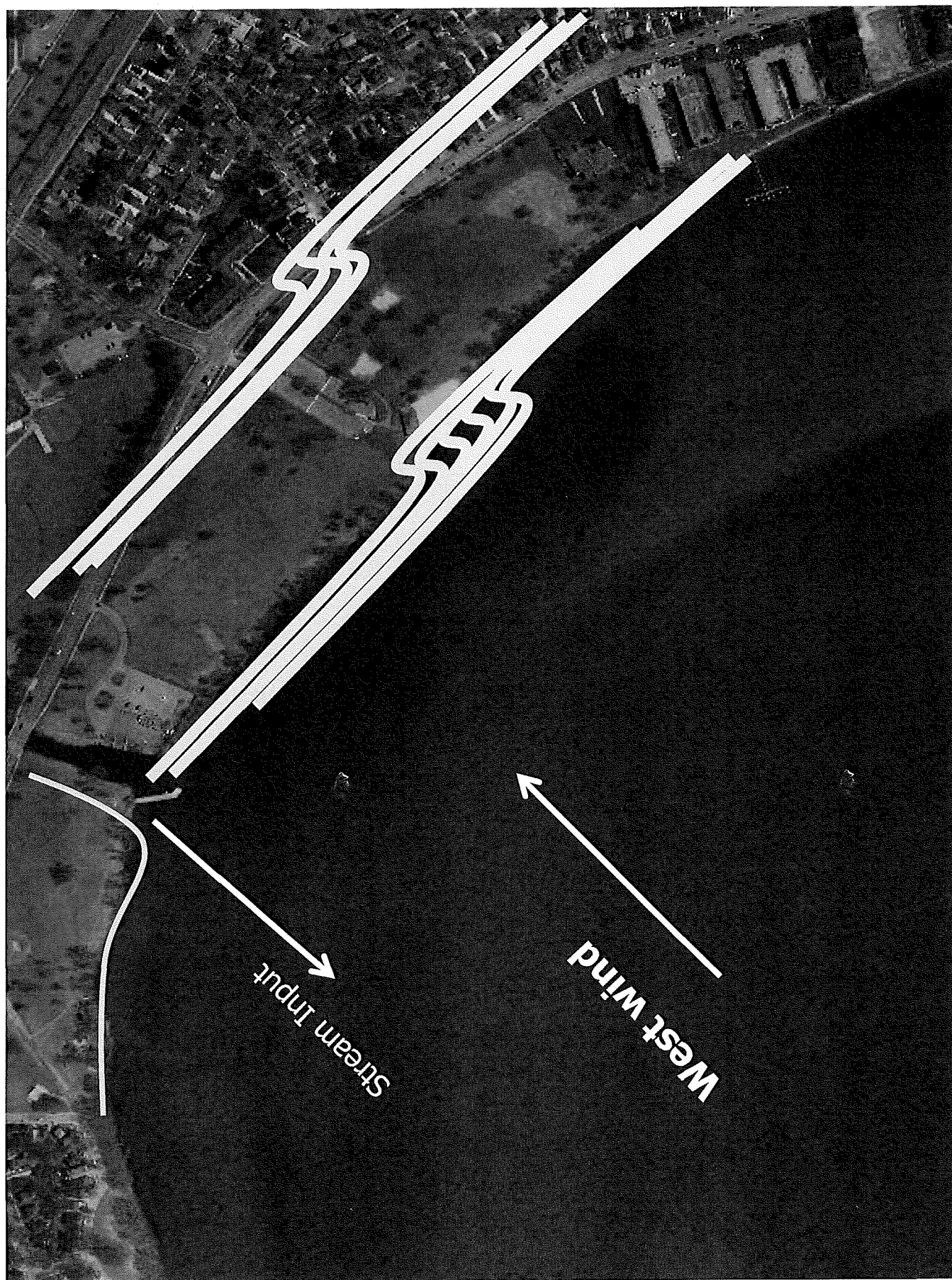
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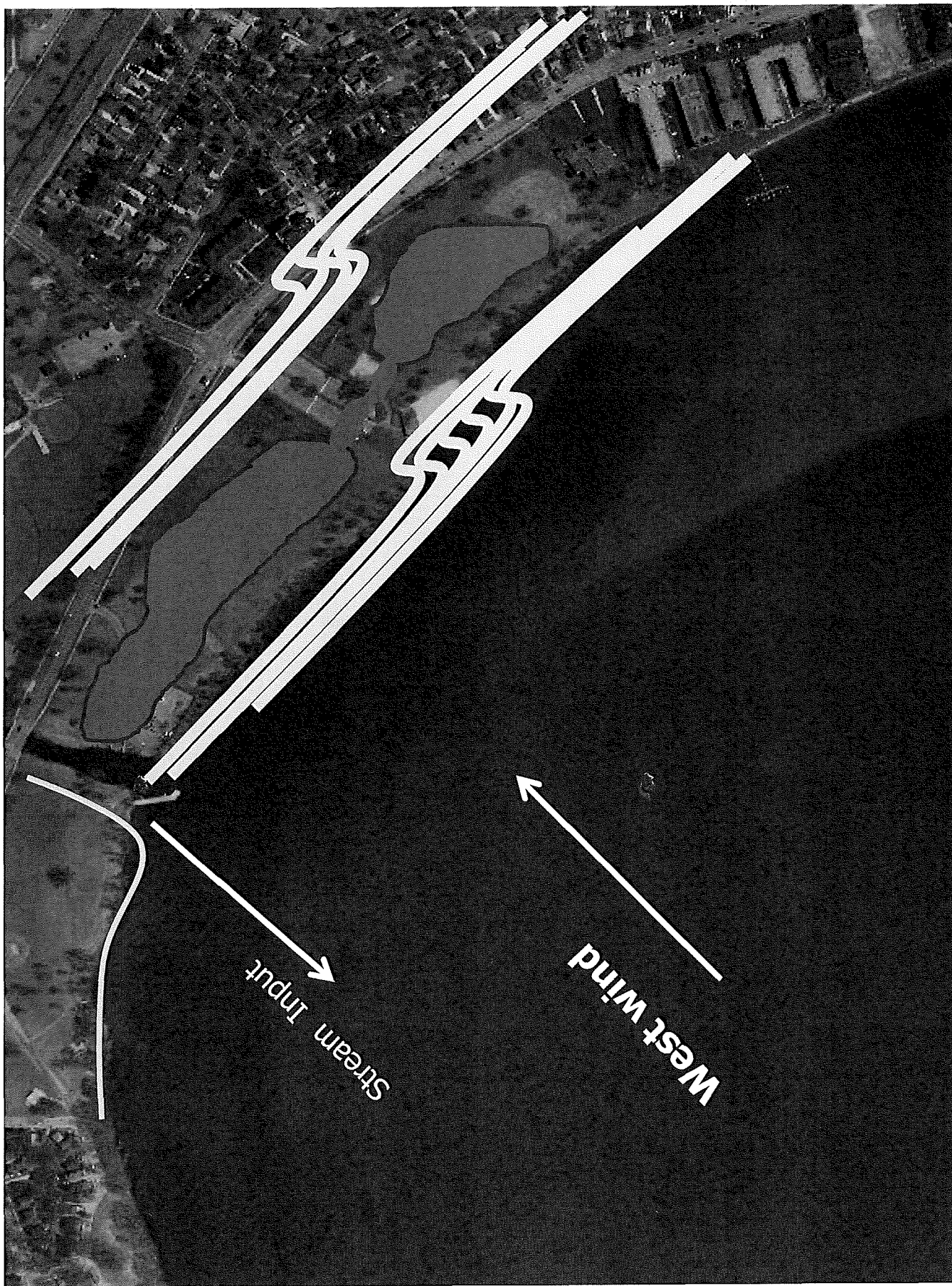


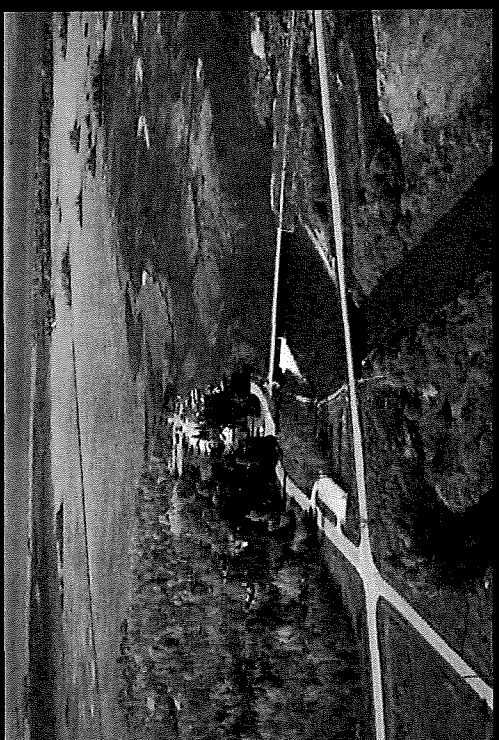
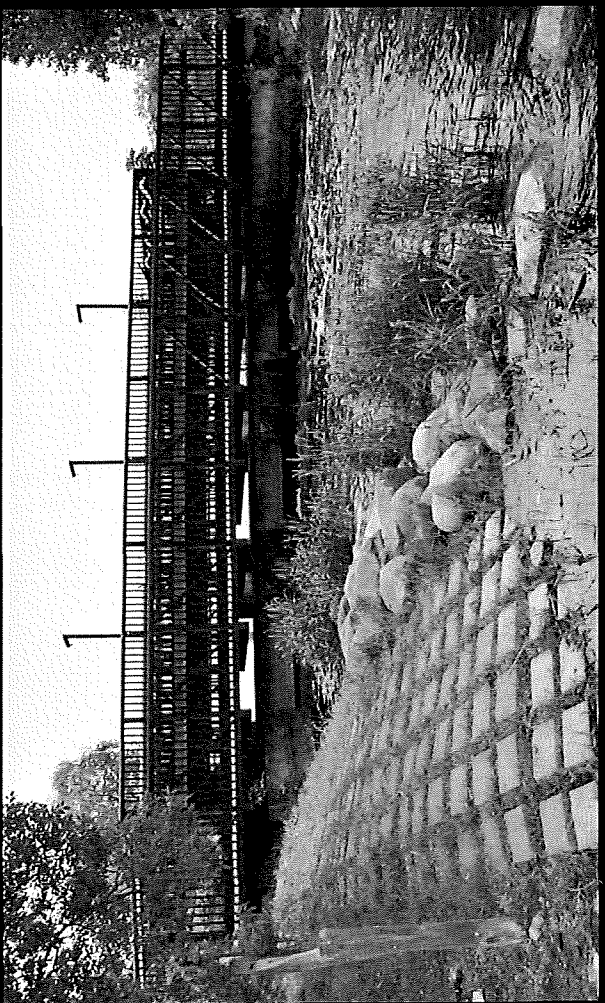
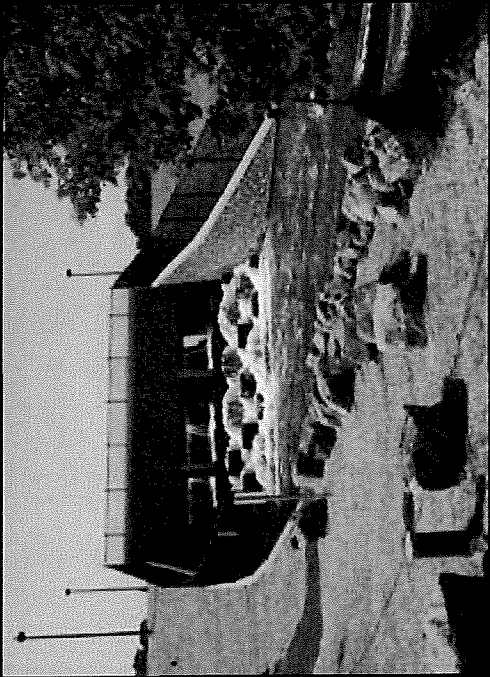
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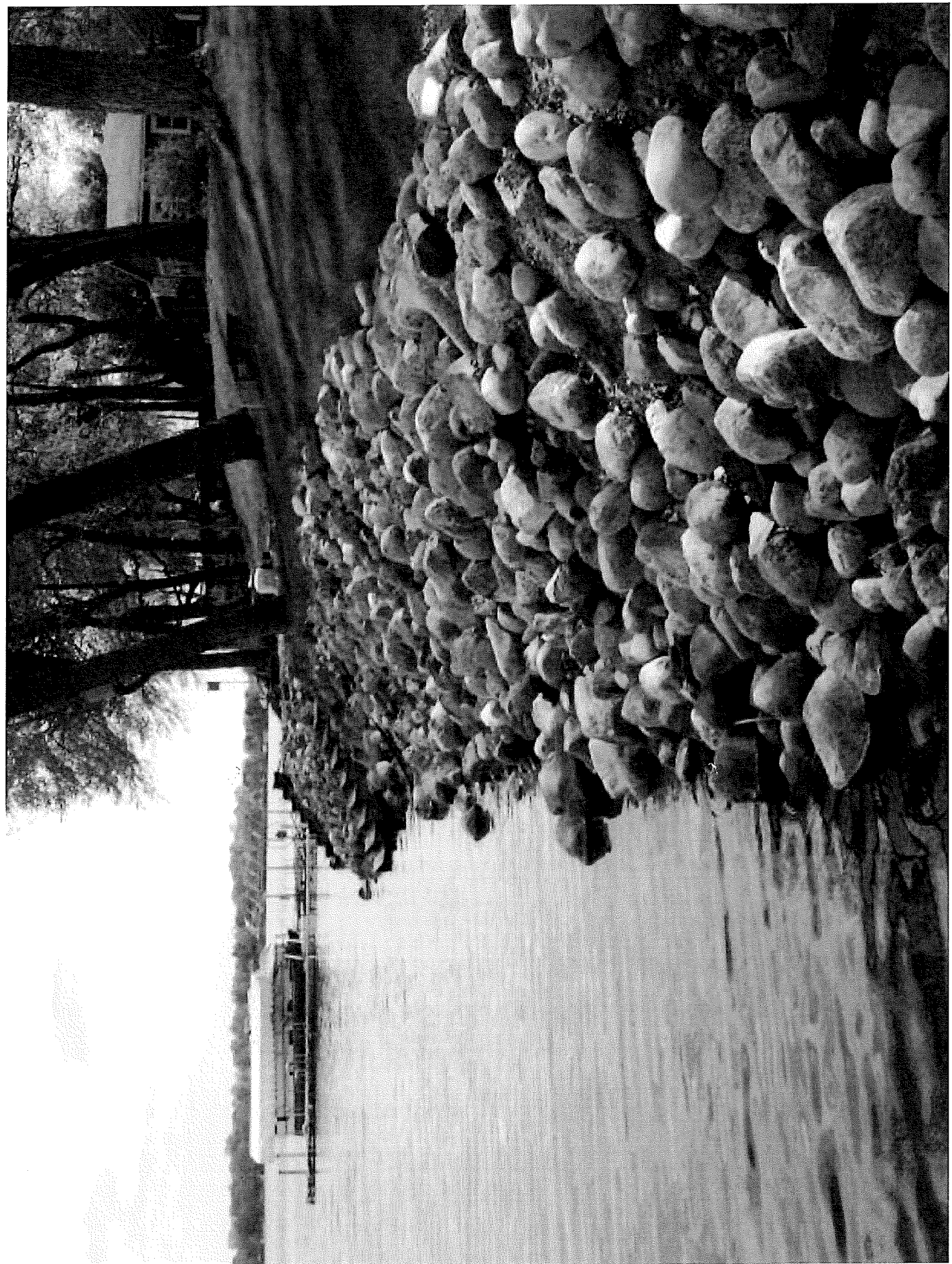
- i) Edaphic (e.g. glacial deposits [moraines, kames, eskers
- ii) Windward lake side
- iii) Stream confluence











ent shoreline restoration denies nutrient export, including  
itus ejection and amphibian / reptile migrations





# Disaster Shoreline Restoration: Olbrich Park: 35 Semi truck loads of soil into Lake Monona..., "nice shot man"

Remove existing shoreline  
Install barrier cloth  
Install "rip-rap"  
Soil addition (1350 Cubic Yards)  
Climax community wetland seed mix

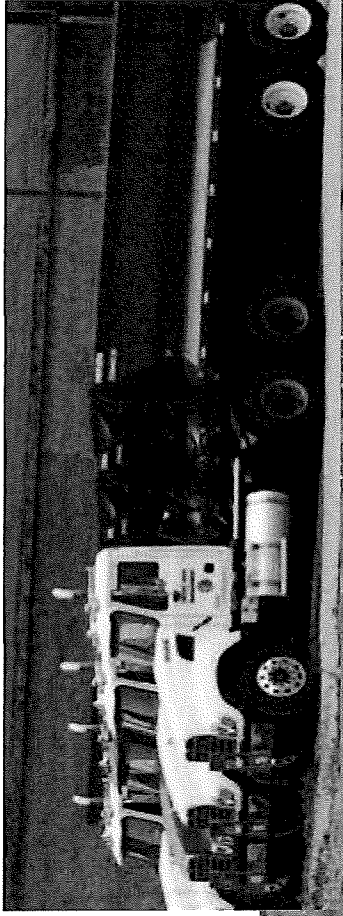


# Shoreline Restoration From a Resistant Climax Community Narrative

Spring rains and snow melt  
Dam maintains artificial high water levels



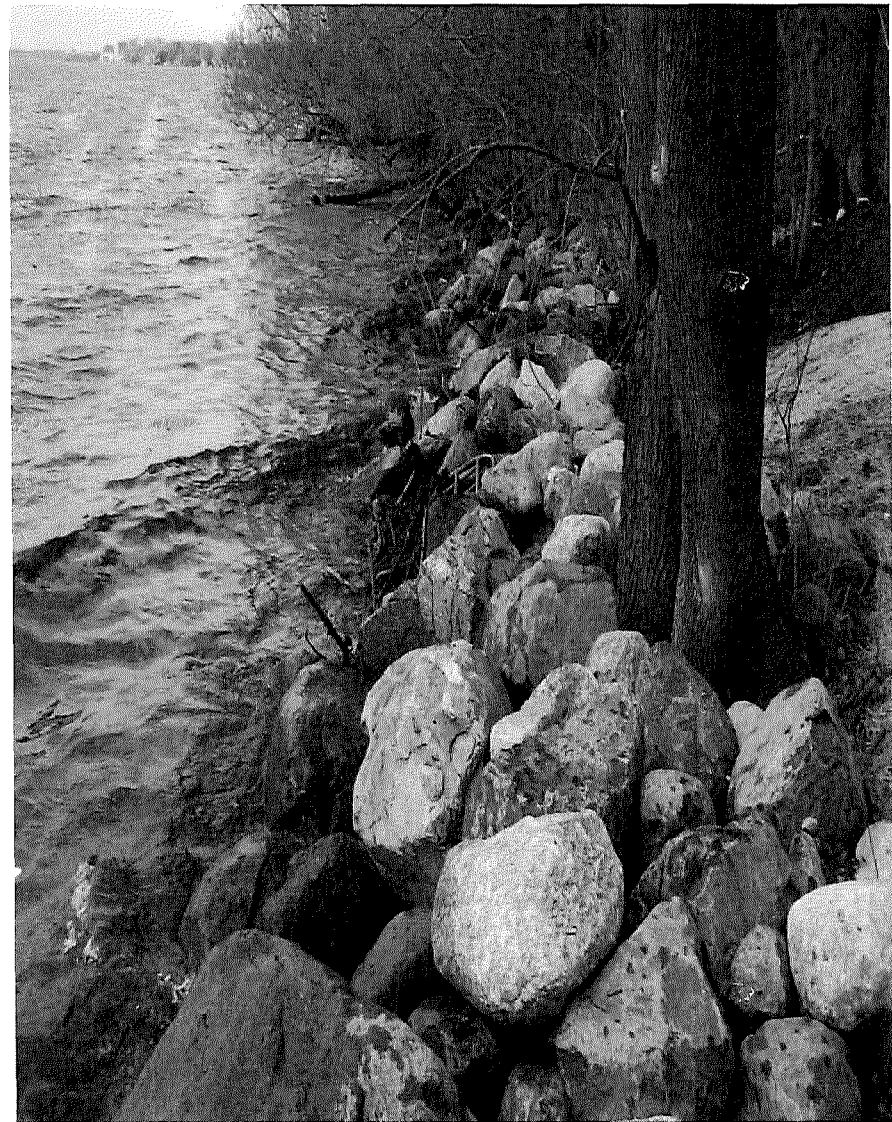
**Estimate of 680 cy lost to lake  
1.35 million pounds  
35 semi loads**



## Shoreline Restoration From a Resistant Climax Community Narrative



# **Shoreline Restoration From a Resistant Climax Community Narrative**



**Wetland services restored?**

**Flood attenuation?**

**P Export ?**

**Denitrification?**

**Wave energy reduction?**

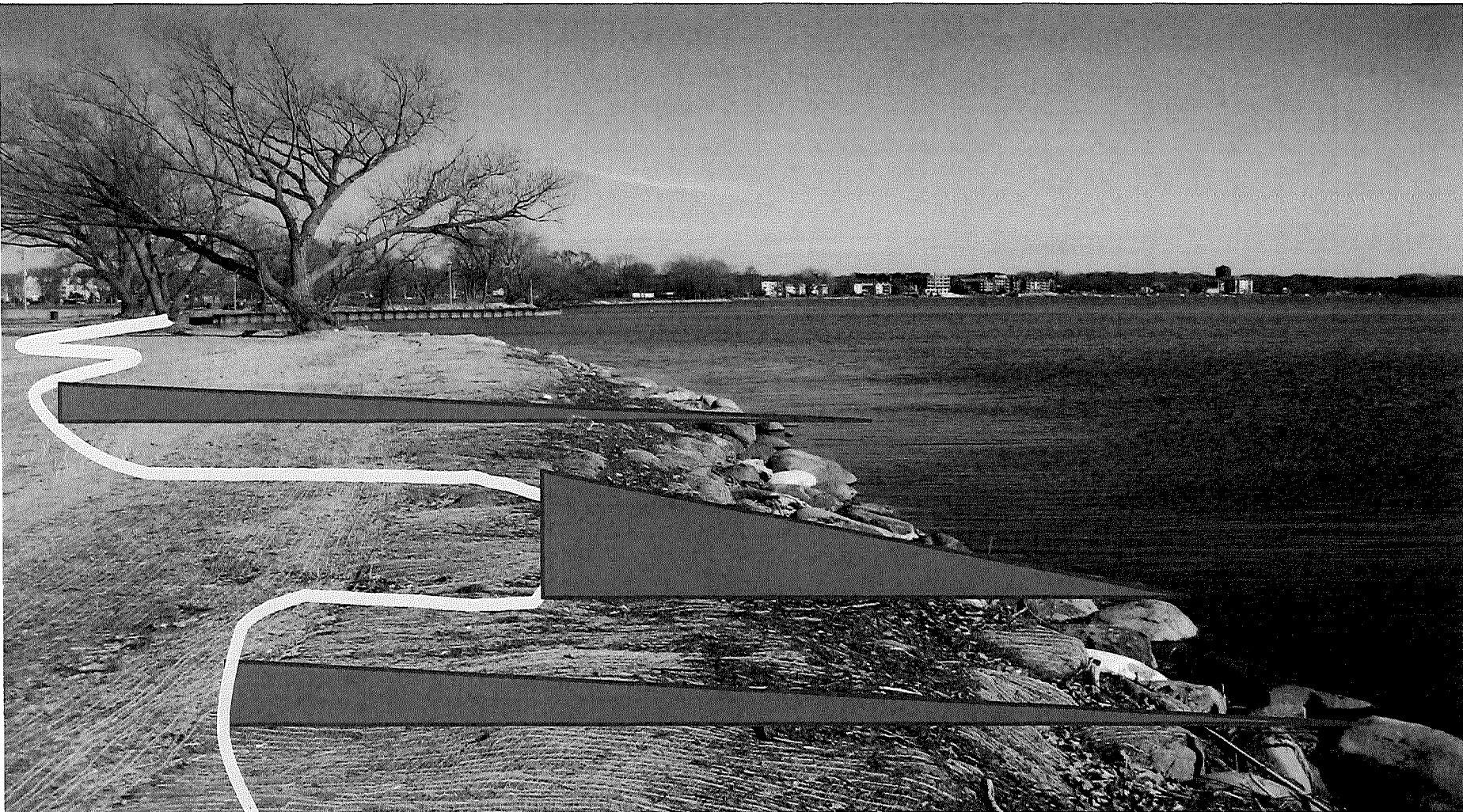
**Ice Scour attenuation?**

**Shoreline plant community?**

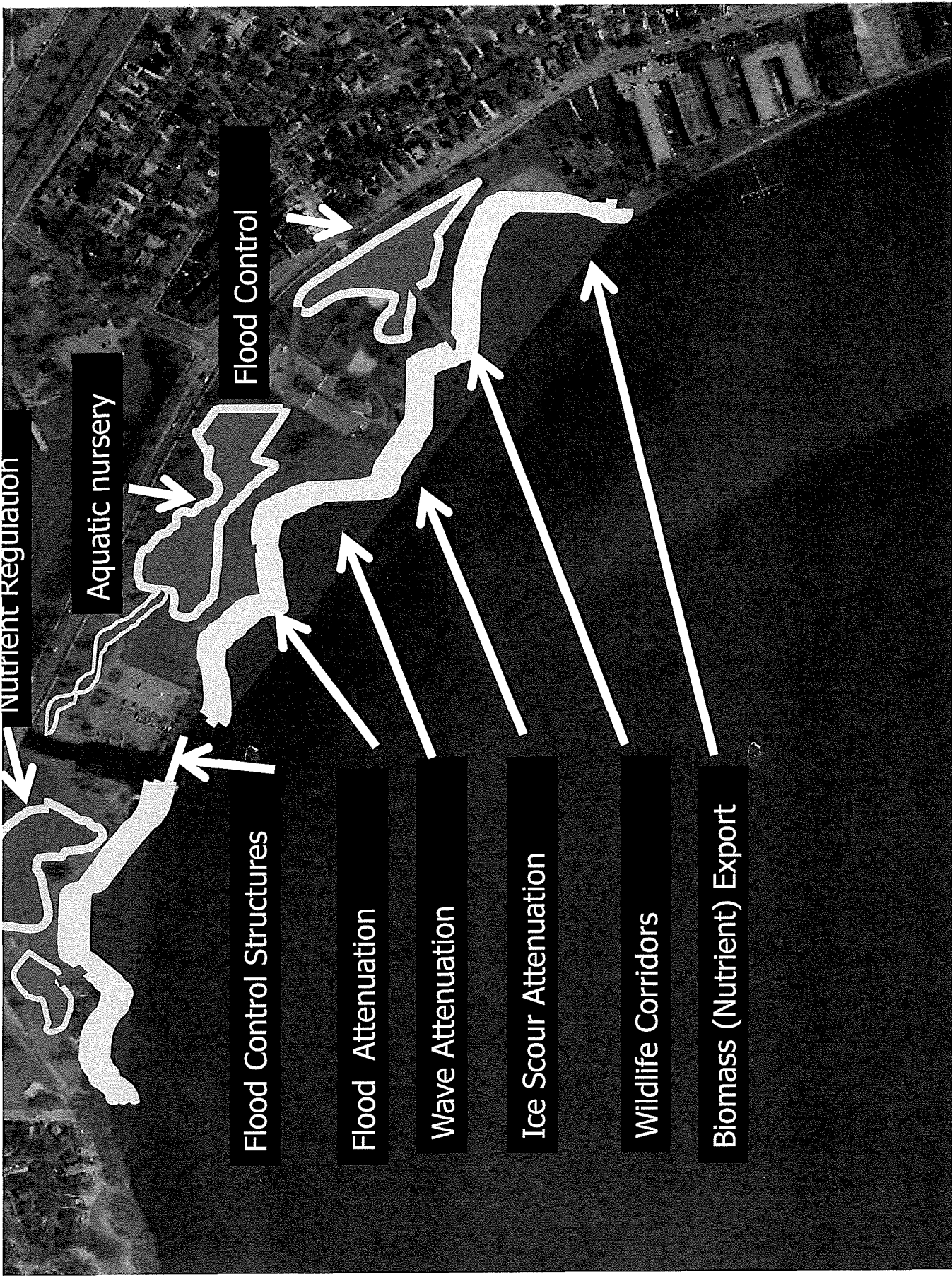
**Recreation potential?**

**Corridors for aquatic amphibians,  
reptiles, ducklings, humans?**

**Wave attenuation, Flood mitigation, Ice scour friendly, denitrification positive , shoreline vegetation, wildlife corridors, human use , maintenance (litter control, biomass harvest)**







Nutrient Regulation

Aquatic nursery

Flood Control

Flood Control Structures

Flood Attenuation

Wave Attenuation

Ice Scour Attenuation

Wildlife Corridors

Biomass (Nutrient) Export

**Shoreline Restoration From a Resistant Climax Community Narrative:  
Maintaining play fields, picnic areas, boat access, recreational areas, and  
preserves**

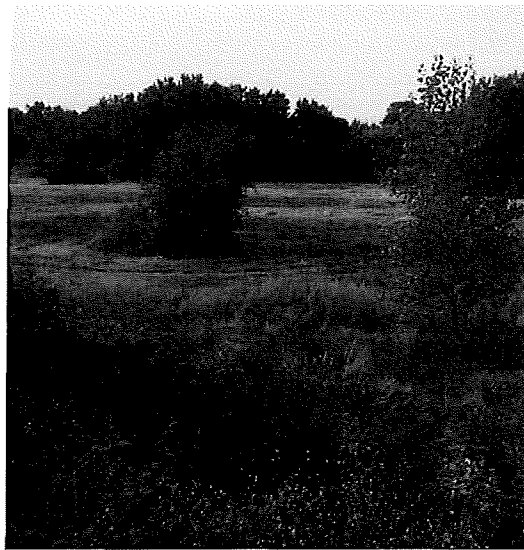
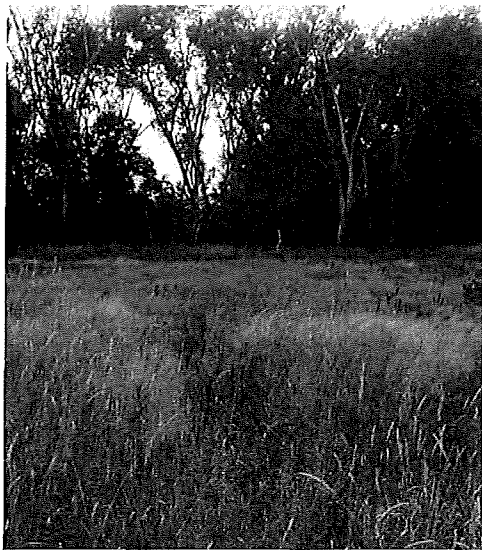


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# Community Visioning Meeting for the North Plat at Garver

SASY Neighborhood Association



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**Saturday, Dec. 7th  
10AM - Noon**

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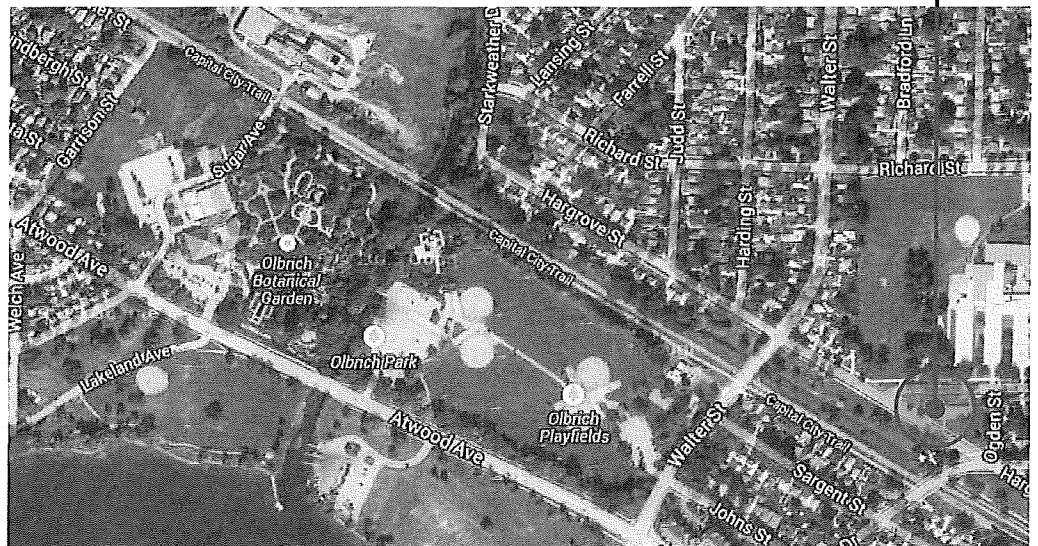
**Lakeview Moravian  
Community Church**  
3565 Tulane Ave,  
Madison, WI

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**Your thoughts &  
input are critical  
in shaping the  
future of this  
unique piece of  
East Side history.**

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Parker Jones, a student in the UW Landscape Architecture program, is working with SASY-NA to create community-based plans for the North Plat as his senior thesis. He will facilitate a discussion of three conceptual plans & varieties of possible uses for the North Plat.

**[www.sasyna.org](http://www.sasyna.org)**

## Christianson, Eric

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**From:** Celesnik, Marion  
**Sent:** Wednesday, December 21, 2016 9:51 AM  
**To:** Gloede, Carl; Christianson, Eric; ferchocs@yahoo.com; Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; msd@foolproofplan.net; grades5@yahoo.com; Skidmore, Paul; Allen, Roger; Bidar-Sielaff, Shiva; sfletcher@uwsa.edu; tlc@mailbag.com  
**Subject:** against proposed Olbrich beer garden  
**Categories:** Eric

I oppose carving out a piece of the Olbrich park lakefront for a commercial purpose that promotes alcohol use. There are already plenty of places to socialize while having a beer on Atwood Avenue and Williamson Street. There is only so much public lakefront access. We need to preserve it for recreational use.

What percentage of police calls are already related to alcohol use? Why expand alcohol in an area where a permanent alcohol ban has been working when residents weren't asking for a beer garden?

This beer garden came from a Parks Department request of proposals for "place making" last May. The community did not know about it until October. If the community had been involved earlier in the planning better ideas may have been proposed.

Up to three-hundred people talking, with musicians playing, will be noisy. And it's seven days a week until 10 o'clock at night. Such noise can travel far in the open air. If neighbors have to close their windows and can't enjoy being in their yards that would negatively change the experience of living there. If amplified sound is planned for the four special events each year, be aware that the WORT block party had to be moved from the 600 block of West Main Street due to complaints from condo owners. Olbrich has many people living within earshot including condo owners along the lake and across the street.

Some things go together, such as swimming, boating and ice cream -- swimming, boating and beer, not really. A lot will depend on the judgement of the person renting out the canoe as to whether the customer is impaired. Things could easily go wrong.

At the Parks Commission meeting last week there was considerable opposition, particularly from those closest to the proposed site, including the Eastmorland Neighborhood Association. Speakers cited concerns about parking, noise and pedestrian safety. How would it work for beach users to use the same bathrooms as beer drinkers? Is mixing paddle sports with alcohol a good idea? Some speakers were in favor but most of them did not live close by. When the majority of speakers are against a proposal and the Commission passes it anyway, that's a problem.

Olbrich is owned by the people of Madison, for everyone to enjoy. Please don't commercialize it.

If this passes we need:

- A security person at all times including security for the parking lot.
- No amplified music.

- Increased lifeguard hours as the lifeguard leaves at 7:00 pm.
- A plan for how to enforce alcohol ban for the rest of the park.
- Last call at 9:00 instead of 9:30.

Thank you,

Marian Celesnik  
1734 Sheridan Drive  
Madison

## Christianson, Eric

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**From:** Kate Wipperman [katewipperman@gmail.com]  
**Sent:** Wednesday, December 21, 2016 9:48 AM  
**To:** Witzel-Behl, Maribeth  
**Subject:** Comment on Olbrich Biergarten for ALRC

**Categories:** Eric

Dear ALRC members,

I am a resident of the Eastmorland Neighborhood (I live at 3821 Anchor Drive), and I support the proposed Olbrich Biergarten.

The Biergarten concept is a welcome revitalization for the run-down beach house, and a way to bring more people to the Olbrich beach area. I can imagine walking over to the park for an evening to sit and enjoy the view, and a drink with a snack.

Although I am curious what the East Side Club thinks about the proposal, as I also support their business, it seems like there is enough demand to support both businesses.

Please support the new license request for the Olbrich Biergarten.

Thank you,

Kate Wipperman  
3821 Anchor Drive  
Madison, WI 53714

## Christianson, Eric

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**From:** Armstead Feland V [armsteadfeland5@gmail.com]  
**Sent:** Wednesday, December 21, 2016 8:02 AM  
**To:** Reyes, Gloria; james1771@frontier.com; katsbigbox@gmail.com; orrantia@wisc.edu; Verveer, Michael; Bidar-Sielaff, Shiva; Skidmore, Paul; msd@foolproofplan.net; grades5@yahoo.com; sfletcher@uwsa.edu; tlc@mailbag.com; ferchocs@yahoo.com; Christianson, Eric; Allen, Roger  
**Subject:** In Support of Olbrich Biergarten  
**Categories:** Eric

I live at 3144 Lindbergh St. (next to Olbrich Gardens), with my wife and two small children, and I wanted to express my support in favor of the Biergarten at Olbrich Park. I had the opportunity to visit one of Milwaukee's Biergartens this past summer and found it to be a great community gather spot, inviting, and very family friendly. I remember thinking to myself, "Why don't we have these in Madison?" I would find a Biergarten to be a great addition to our neighborhood and increase usage in an underutilized Madison park.

Thank You,  
Armstead Feland

## Christianson, Eric

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**From:** Peggy Heyrman [pheyрман@gmail.com]  
**Sent:** Wednesday, December 21, 2016 7:36 AM  
**To:** licensing  
**Subject:** Support for Olbrich Biergarten

**Categories:** Eric

Hello,

I have been following the articles and news relating to this biergarten and I think it's a great idea. I have been to the biergartens in Milwaukee and they are great for all ages. I also think they create a strong community presence. Please really consider supporting this initiative.

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Best,

Peggy L. Barlett