

**PARK AND RECREATION BOARD AGENDA
AMENDED
MONDAY, NOVEMBER 6, 2017
7:00 PM
Board Room
210 Cottonwood Avenue, Hartland, WI**

7:00 PM Call to Order

Motion to nominate a Chairperson Pro-Tem for tonight's meeting in the absence of Chairperson Hallquist.

Public comments for those items not included on this agenda (Please be advised per Wisconsin Act 123, the Park Board will receive information from the public for a three minute time period, with time extensions per the Park Board Chairman's discretion, per person, be it further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.)

Approval of Park and Recreation Board Minutes for October 2nd, 2017

Director of Public Works Item

Discussion and Consideration of the Annual Review of the Bark River and Nixon Park Canteen Agreements with HAAA, AHS and Lake Country Lacrosse Centennial Park Use Agreement, and the Score Board/Pressbox Agreement with Lake Country Chiefs.

Announcements: It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Park and Recreation Board Members or other Village Staff members

Adjourn

The meeting will be held in the Village Board Room of the Community Center in the Hartland Municipal Building located at 210 Cottonwood Avenue.

Deidre Bushéy
Deputy Clerk

Notice: It is possible that members of, and possibly a quorum of, other governmental bodies of the Village may be in attendance at the above stated meeting to gather information. No action will be taken by any government body at the above stated meeting other than the governmental body referred to in the above notice.

Please note that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Darlene Igl, CMC, Village Clerk, at (262) 367-2714. The Municipal Building is handicap accessible.

**VILLAGE OF HARTLAND
PARK AND RECREATION BOARD MINUTES
MONDAY, OCTOBER 2ND, 2017
7:00 PM
Board Room
210 Cottonwood Avenue, Hartland, WI**

Present: Tim Hallquist, Tina Bromberger, Mike Cottrell, Duane Lawson and Curt Gundrum.

Excused: Peggy Kallenberger and Dick Landwehr.

Others Present: DPW Director Einweck, Recreation Director Yogerst, Courtney Marshalek, Carol Zahorik, Michelle Bonness, David Pride and Tom Ludtke.

Motion to nominate a Chairperson Pro-Tem for tonight's meeting in the absence of Chairperson Hallquist.

Motion (Bromberger/Lawson) to nominate Mike Cottrell as Chairperson Pro-Tem for tonight's meeting. Carried (5-0).

7:00 PM Call to Order

Public comments for those items not included on this agenda (Please be advised per Wisconsin Act 123, the Park Board will receive information from the public for a three minute time period, with time extensions per the Park Board Chairman's discretion, per person, be it further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.) – NONE.

Approval of Park and Recreation Board Minutes for May 1st and June 5th, 2017

Motion (Bromberger/Gundrum) to approve the Park and Recreation Board Minutes for May 1, 2017 and June 5th, 2017. Carried (5-0).

Director of Public Works Items

- **Presentation and consideration of the final report from the Environmental Corridor and Open Space Task Force.**
Courtney Marshalek gave a short presentation and presented the final report which was included in the packet. Mike Einweck read his presentation which was also included in the packet. It was discussed what is important in each park and that invasive species need to be controlled to help the park and plants. It was also stated there is a need to save the Oak trees at Penbrook Park as Buckthorn is taking nutrients away from the Oak trees. She said in their report they have outlined what actions are needed at each park. Courtney Marshalek said that the Task Force was only ongoing for a year and that they are looking for Village approval to have some type of board to oversee this moving forward. The Task Force also feels that the Village should review the municipal code to insure it in line with Waukesha County. The Task Force also said they think the Village should implement action at Penbrook Park and coordinate their efforts with the Ice Age Alliance. Courtney Marshalek said the Task Force would like to see some money designated for signs in the park to educate and also for pamphlets to go to homes. It was pointed out that the Task Force looked at the other parks in the village system and there are isolated areas that have an urgent need to remove invasive species. Mike Eichwech said that the Village had allocated

Park and Recreation Board Minutes
October 2, 2017 Meeting

\$10,000 to the Task Force and none of that was used to prepare the report so they would like to see the appropriate funds be carried over to next year's budget. It was also discussed how to approach homeowners and how they can maintain their properties.

Motion (Bromberger/Hallquist) to advance the Eco Task Force report as submitted to the Village Board. Carried (5-0).

- **Discussion regarding the Park Board's comments on their individual park visits.**

Mike Cottrell stated Park Board members were assigned parks to visit and comment on. Gundrum said he was assigned Hartbrook Park. He said the overall park was in good condition. The parking lot and picnic structure were in good condition as were the bathrooms. He said he noticed the baseball field was well maintained and the grass was cut. Also the playground area had fresh wood chips, looks nice and equipment is in good condition also. He said the bridge and walkway were in good condition. He said the only concern he had were a few dead trees along the walkway. Duane Lawson read his report. He stated he and his wife walked Nixon Park and Mill Pond. He said everything seemed to be well cared for and the baseball field is in great shape. He said he spoke to several women having lunch near concert area and they were very pleased with how clean the playground and picnic area was.

There was some discussion on the area Tina Bromberger visited which was Bark River and Greenway. She said she saw no obvious issues but mentioned she thought the bridge seemed a little narrow.

Mike Cottrell said at Centennial Park the football field was in good shape. He said the volleyball court is in rough shape, the weeds were just sprayed and the playground is light on wood chips otherwise good. Also he said the top unit on slide is discolored and the entry part that is gravel is weedy. He said baseball lines need a good spring cleanup and a clean-up job along Ice Age trail is needed by river. He said there is an area there that would be a nice sitting area and along the path of the river is over grown.

Tim Hallquist had no comments.

- **Discussion and possible consideration of a meeting date and time to tour the Village Parks as a group.**

The date of October 21st at 8 a.m. was discussed, Mike Einweck will check to see if he is available and it was decided to meet at Centennial Park. It was decided to allocate between 8 a.m.-11 a.m. and see how much they can get done. After some discussion the Park Board decided to also meet on November 6th at 5:30 p.m. and work on what was left. Staff will send out a reminder.

Motion (Lawson/Gundrum) to approve October 21st at 8 a.m. and November 6th at 5:30 p.m. to tour Village Parks as a group. Carried (5-0).

- **Discussion and possible consideration of the 2018 Park Budget.**

Mike Einweck said everyone was copied with the information from the previous agenda packet. He said the Park Board budget was included in that agenda. He went over the pie chart in the budget and he said seasonal staff of maintaining the parks is at \$24,000 for the summer. He also said that building and grounds maintenance was increased by \$1000 which would make it go from \$26,500 to \$27,500, and for the field maintenance they have \$16,000 budgeted. He said the landscape plantings which is to replace trees that have died at the park is budgeted at \$2000. In regards to Capital Outlay, he said typically they replace

Park and Recreation Board Minutes
October 2, 2017 Meeting

10 picnic tables and 10 garbage cans. He said they are also looking to replace a ball field diamond groomer and a hand held blower for cleaning paths and the splash pad. He said the corporate reserve is the amount charged by the Village to basically fund vehicle replacements in the budget. He said the front deck riding mower has been dropped and they are not considering it this year. There was discussion on projects in 2018 and 2019 such as replacing pedestrian bridge, asphalt repair and the tennis courts. There was also discussion on the beer garden and having the revenue generated from it go back into the parks system.

Motion (Bromberger/Gundrum) made to advance the budget to the Village Board as it stands with caveat that all revenue generated by activity in the park system stay within the park system for continued improvement and maintenance. Carried (5-0).

Recreation Director Items

- **Discussion and possible consideration of the 2018 Recreation Budget.**
Kelli Yogerst went over the 2018 recreation expenses and revenues. She said there was a 1.1% increase dues to wages and salaries. Kelli Yogerst pointed out that the revenues have slowly been going up since 2015. There was discussion on existing programs. Kelli said she felt that the actual 2017 numbers would come in line with what she had projected for 2017. Mike Einweck said that he and Kelli had run the budget past the Village Board but they like to run it past the Park Board in case there was something that needed to be adjusted.

Motion (Bromberger/Gundrum) to approve Recreation Budget. Carried (5/0).

- **Update on partnership between Hartland-Lakeside School District and Village of Hartland Recreation Department**
Kelli stated that the school district working with the Village of Hartland Recreation Department is a wonderful partnership. She said they are very helpful and they go the extra mile. She said the Recreation department saw an increase of over 1,000 participants from 2015 to 2016.
- **Announcements: It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Park and Recreation Board members or other Village staff members.**
Jeff Plannerstill commented on meeting with other people/organizations and come up with ways to generate revenue for the parks.

Adjourn

Motion (Lawson/Bromberger) to adjourn. Carried (5-0). Meeting adjourned at 8:36 p.m. PM.

Respectfully submitted by
Recording Secretary,

Deidre Bushey
Deputy Clerk

Village of Hartland/Arrowhead Union High School
Centennial Park Use Agreement

2017

WHEREAS, the Village of Hartland (hereinafter "Village") owns and maintains a public park and football field in Centennial Park in the Village; and

WHEREAS, the football field is frequently used by Arrowhead Union High School (hereinafter "AHS") when games and practices for Lacrosse are being played on the football field,

NOW THEREFORE, THE VILLAGE AND AHS HEREBY AGREE AS FOLLOWS:

1. AHS will apply for the use of the football field for the spring season of Lacrosse (April through early June) by way of a Village provided Athletic Facility Reservation Form.
2. AHS is intending the use of the football field for all practices and games by the boys team(s) and occasional, overflow use by the girls team(s).
3. Use of score board and press box for games is to be coordinated with the Lake Country Chiefs who own these items.
4. The Village will provide standard field maintenance as necessary including watering, weed/pest control, and cutting.
5. Village agrees to a cut length of 2 ½ inches during the season. Standard cutting frequency is weekly.
6. Village will provide refuse/recycling collection.
7. Village will provide restroom maintenance and cleaning
8. AHS will adhere to the Village Field Use Guidelines.
9. AHS will perform any and all required or desired field marking/painting.
10. AHS will provide field equipment including, but not limited to, goals and other equipment necessary for practice or games.
11. AHS will clean area after each use and deposit trash/recyclable items into collection containers.
12. AHS will repair any damage done to the field as a result of practice or game play including, but not limited to repair or maintenance of the area around the goals or elsewhere, as necessary during the season. Explicitly, AHS will repair any damage done to the field as a result of practice or game play at the end of the season with a proper sod installation and maintenance of sod (watering, etc.) until it is established.

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Village of Hartland/Arrowhead Union High School
Centennial Park Use Agreement

13. AHS and Village will coordinate and agree on field use and cancellations due to weather or field conditions.

14. AHS and Village agree to explore the installation of a synthetic turf surface and other improvements at this field with the ultimate goal of utilizing the field for multiple sports including, but possibly not limited to, high school lacrosse and field hockey as well as football at lower levels and other public uses.
15. The fee to use the football field is \$70.00 per use. This includes games and practices. AHS will pay the full amount for the intended use of the football field prior to any use.
16. Neither AHS nor any other agency may place any advertising, names or logos on the Village property without prior written approval from the Village Park and Recreation Board and Village Board.
17. AHS will not be allowed to store hand tools, goals, field paint, or field painter at the Park. These items will need to be brought in for each use.
18. This Agreement is for a period of one year from the date hereof, at the end of that period, the agreement will automatically renew for an additional one-year term unless cancelled by Village Board action. The Village may modify the agreement or, if cancelled, require that AHS, at their sole expense, remove all of their equipment and restore all Village property to its condition prior to installation of these items (see item thirteen). AHS may with the Village Park and Recreation Board approval, donate these items to the Village. The Agreement will be reviewed annually by the Village Park and Recreation Board based on input from the Village Staff and the AHS at their November meeting.
19. The AHS will be required to maintain, throughout the period of recreational activities, insurance with coverage as provided below:
 - A. Comprehensive General Liability Insurance in an amount of at least \$1,000,000. The policy must include the Village and its agents, officers and employees as "additional insured" along with the appropriate endorsement pages.
 - B. Comprehensive Professional Liability Insurance in an amount of a least \$500,000 for coverage to insure the activities of the coaches, manager, administrators and officers of the organizations engaging in recreational activities on Village park land is recommended, but not required. The policy should include the Village and its agents, officers and employees as "additional insured".

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Village of Hartland/Arrowhead Union High School
Centennial Park Use Agreement

20. The AHS will provide to the Village a Five Hundred (\$500.00) dollar deposit that will be refunded if clean-up and field restoration is satisfactorily completed by July 1st. This may be retained by the Village if damage, other than vandalism, has occurred or cleaning of the

facility is required. The Village would charge the current contract labor rate plus 50% for fringe benefits, any material costs and a 3% administrative charge for billing purposes.

21. Neither the AHS nor any other agency shall make any modifications/alterations to the facility without prior written approval of the Village.
22. The AHS shall indemnify, defend and hold harmless the Village of Hartland and its elected officials, board members and employees from and against any and all claims, costs, expenses, losses, damages, demands, actions or causes of action which may be asserted against or incurred by Village as a result of AHS use of the property or AHS items used on property. A certificate of insurance shall be provided to the Village at the beginning of each year.

Dated this _____ day of _____, _____.

Village of Hartland

By: _____

David Lamerand, Village President

Arrowhead Union High School

By: 

Printed Name: Laura Myrah

Title: Superintendent

Park Board
Reviewed
4/3/17. No Changes
from 2016.

No need for
Village Signature.

4/10/17



Village of Hartland/Hartland Athletic Advancement Association
Bark River Park and Canteen Agreement (Revised 11-02-2015)

WHEREAS, the Village of Hartland (hereinafter "Village") owns and maintains a canteen in the Bark River Park in the Village; and

WHEREAS, the canteen is frequently used by Hartland Athletic Advancement Association (hereinafter "HAAA") when games are being played on the ball field,

NOW THEREFORE, THE VILLAGE AND HAAA HEREBY AGREE AS FOLLOWS:

1. The HAAA will apply for all necessary permits required by Village to sell fermented malt beverages and food product.
2. The HAAA acknowledges that the canteen is located in a designated flood plain/floodway, and hereby releases the Village from any claims that the HAAA may have arising out of flood or water damage to the HAAA equipment/materials in the canteen, at any time in the future.
3. Neither the HAAA nor any other agency may place any advertising, names or logos on the Village property without prior written approval from the Village Park and Recreation Board and Village Board.
4. The responsibility and authority to schedule and allow use of the softball field/shelter, rest rooms and canteen for all HAAA league play and/or any tournaments or other users shall remain solely with the Village. When other users are permitted by the Village to use the facilities, it shall be HAAA's responsibility to secure their equipment and food product prior to the permitted use. It is acknowledged that the HAAA owns certain equipment within the canteen and retains the right to schedule use of their equipment for associated food and beverage sales.
5. The HAAA will be allowed to store hand tools, bases, field chalk, chalker and field dry material in the storage room of the canteen. This area shall be kept in a clean and tidy manner at all times.
6. The HAAA shall thoroughly clean the canteen and garage area and remove all equipment and materials from the canteen and garage area with the exception of the shelves, the walk-in cooler, the refrigerator, the standup freezer and the popcorn maker. All electrical devices shall be turned off and unplugged, before October 15th of each year of this agreement.
7. This Agreement is for a period of one year from the date hereof, at the end of that period, the agreement will automatically renew for an additional one-year term unless cancelled by Village Board action. The Village may modify the agreement or, if cancelled, require that HAAA, at their sole expense, remove all of their equipment and restore all Village property to its condition prior to installation of these items (see item thirteen). HAAA may with the Village Park and Recreation Board approval, donate these items to the Village. The Agreement will be reviewed annually by the Village Park and Recreation Board based on input from the Village Staff and the HAAA at their November meeting.

Village of Hartland/Hartland Athletic Advancement Association
Bark River Park and Canteen Agreement (Revised 11-02-2015)

8. The HAAA will be required to maintain, throughout the period of recreational activities, insurance with coverage as provided below:

- A. Comprehensive General Liability Insurance in an amount of at least \$1,000,000. The policy must include the Village and its agents, officers and employees as "additional insured".
- B. Comprehensive Professional Liability Insurance in an amount of a least \$500,000 for coverage to insure the activities of the coaches, manager, administrators and officers of the organizations engaging in recreational activities on Village park land is recommended, but not required. The policy should include the Village and its agents, officers and employees as "additional insured".

The HAAA will be required to maintain, throughout the period of sale of alcoholic beverages, the appropriate alcohol licensing and insurance with coverage as provided below:

- A. Comprehensive Liquor Liability Insurance in an amount of at least \$1,000,000. The policy must include the Village and its agents, officers and employees as "additional insured". A Certificate of Insurance evidencing the issuance of a policy covering this insurance requirement must be provided to the Village prior to this activity.

9. The HAAA will provide to the Village one set of keys to any locks in the canteen. This will not include any coolers or refrigerators where their product is stored.

10. The HAAA will provide to the Village a Five Hundred (\$500.00) dollar deposit that will be refunded if clean-up is satisfactorily completed by October 15th. This may be retained by the Village if damage, other than vandalism, has occurred or cleaning of the facility is required. The Village would charge the current contract labor rate plus 50% for fringe benefits, any material costs and a 3% administrative charge for billing purposes.

11. The HAAA will pay for seventy-five percent (75%) of the electric utility costs during the months of field use, typically; May, June, July, and August. Additional months may be added if there are scheduled games or tournaments in other months. This will be billed on a monthly basis with the HAAA given 30 days to pay the Village. When other users are permitted by the Village to use the facilities, HAAA will only charge an electric use fee commensurate with the use by the user.

12. Neither the HAAA nor any other agency shall make any modifications/alterations to the facility without prior written approval of the Village.

Village of Hartland/Hartland Athletic Advancement Association
Bark River Park and Canteen Agreement (Revised 11-02-2015)

13. The HAAA shall be responsible for keeping the facilities in a clean and sanitary condition at all times. This includes all trash pickup in the park after game use; sweeping up debris in the shelter, around the canteen and in the paved area around the ball field; general housekeeping in the canteen and rest rooms that includes restocking of toilet paper; and removal of debris in the bleachers and dugouts.

14. The HAAA shall indemnify, defend and hold harmless the Village of Hartland and its elected officials, board members and employees from and against any and all claims, costs, expenses, losses, damages, demands, actions or causes of action which may be asserted against or incurred by Village as a result of HAAA use of the property or HAAA items used on property. HAAA shall also maintain its own property and liability insurance that insures its property and damages that may result to Village property under any and all peril. A certificate of insurance shall be provided to the Village at the beginning of each year.

15. The HAAA shall be responsible for the maintenance and/or removal/donation of the following items if this agreement is not renewed.

Park exterior

- A. Field lights, concrete bases and wiring
- B. Score board and wiring
- C. Score booth and stairs
- D. Flag pole and Flag

Canteen interior

- A. Walk in cooler
- B. Standup freezer
- C. Refrigerator
- D. Popcorn maker
- E. Sound system and wiring
- F. Speakers and mounts
- G. Desk
- H. All shelving units
- I. Hand tools and equipment

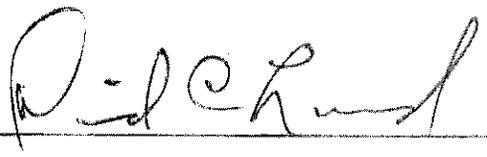
Canteen storage room

- A. hand tools
- B. bases
- C. field chalk
- D. chalker
- E. field dry material

Village of Hartland/Hartland Athletic Advancement Association
Bark River Park and Canteen Agreement (Revised 11-02-2015)

Dated this 23 day of Jan., 2017.

Village of Hartland

By: 

David Lamerand, Village President

Hartland Athletic Advancement Association

By: 

Printed Name: THOMAS A. LUDTKE

Title: President

Village of Hartland/Hartland Athletic Advancement Association
Nixon Park and Canteen Agreement (Revised 11-02-2015)

WHEREAS, the Village of Hartland (hereinafter "Village") owns and maintains a canteen in the Nixon Park in the Village; and

WHEREAS, the canteen is frequently used by Hartland Athletic Advancement Association (hereinafter "HAAA") when games are being played on the ball field,

NOW THEREFORE, THE VILLAGE AND HAAA HEREBY AGREE AS FOLLOWS:

1. The HAAA will apply for all necessary permits required by Village to sell fermented malt beverages and food product.
2. Neither the HAAA nor any other agency may place any advertising, names or logos on the Village property without prior written approval from the Village Park and Recreation Board and Village Board.
3. The responsibility and authority to schedule and allow use of the ball field and canteen for all HAAA league play and/or any tournaments or other users shall remain solely with the Village. When other users are permitted by the Village to use the facilities, it shall be HAAA's responsibility to secure their equipment and food product prior to the permitted use. It is acknowledged that the HAAA owns certain equipment within the canteen and retains the right to schedule use of their equipment for associated food and beverage sales.
4. The HAAA shall thoroughly clean the canteen area and remove all equipment and materials from the canteen with the exception of the refrigerators, before October 15th of the year of this agreement. Any electrical devices shall be turned off and unplugged by the above date.
5. This Agreement is for a period of one year from the date hereof, at the end of that period, the agreement will automatically renew for an additional one-year term unless cancelled by Village Board action. The Village may modify the agreement or, if cancelled, require that HAAA, at their sole expense, remove all of their equipment and restore all Village property to its condition prior to installation of these items (see item eleven). HAAA may with the Village Park and Recreation Board approval, donate these items to the Village. The Agreement will be reviewed annually by the Village Park and Recreation Board based on input from the Village Staff and the HAAA at their November meeting.
6. The HAAA will provide to the Village one set of keys to any locks in the canteen. This will not include any refrigerators where their product is stored.
7. The HAAA will provide to the Village a Five Hundred (\$500.00) dollar deposit that will be refunded if clean-up is satisfactorily completed by October 15th. This may be retained by the Village if damage, other than vandalism, has occurred or cleaning of the facility is required. The Village would charge the current contract labor rate plus 50% for fringe benefits, any material costs and a 3% administrative charge for billing purposes.

Village of Hartland/Hartland Athletic Advancement Association
Nixon Park and Canteen Agreement (Revised 11-02-2015)

8. The HAAA will pay for seventy-five percent (75%) of the electric utility costs during the months of field use, typically; May, June, July, and August. Additional months may be added if there are scheduled games or tournaments in other months. This will be billed on a monthly basis with the HAAA given 30 days to pay the Village.

9. Neither the HAAA nor any other agency shall make any modifications/alterations to the facility without prior written approval of the Village.

10. The HAAA shall be responsible for keeping the facilities in a clean and sanitary condition at all times. This includes all trash pickup in the park after game use; sweeping around the canteen; general housekeeping in the canteen and rest rooms that includes restocking of toilet paper; and removal of debris in and around the bleachers and dugouts.

11. The HAAA shall indemnify, defend and hold harmless the Village of Hartland and its elected officials, board members and employees from and against any and all claims, costs, expenses, losses, damages, demands, actions or causes of action which may be asserted against or incurred by Village as a result of HAAA use of the property or HAAA items used on property. HAAA shall also maintain its own property and liability insurance that insures its property and damages that may result to Village property under any and all peril. A certificate of insurance shall be provided to the Village at the beginning of each year.

12. The HAAA will be required to maintain, throughout the period of recreational activities, insurance with coverage as provided below:

- A. Comprehensive General Liability Insurance in an amount of at least \$1,000,000. The policy must include the Village and its agents, officers and employees as "additional insured".
- B. Comprehensive Professional Liability Insurance in an amount of a least \$500,000 for coverage to insure the activities of the coaches, manager, administrators and officers of the organizations engaging in recreational activities on Village park land is recommended, but not required. The policy should include the Village and its agents, officers and employees as "additional insured".

The HAAA will be required to maintain, throughout the period of sale of alcoholic beverages, the appropriate alcohol licensing and insurance with coverage as provided below:

- A. Comprehensive Liquor Liability Insurance in an amount of at least \$1,000,000. The policy must include the Village and its agents, officers and employees as "additional insured". A Certificate of Insurance evidencing the issuance of a policy covering this insurance requirement must be provided to the Village prior to this activity.

Village of Hartland/Hartland Athletic Advancement Association
Nixon Park and Canteen Agreement (revised 11-02-2015)

13. The HAAA shall be responsible for the maintenance and or removal/donation of the following items if this agreement is not renewed.

Park exterior

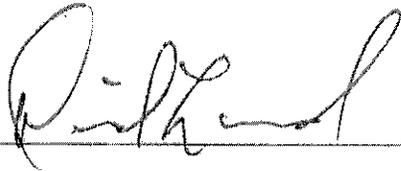
- A. Scoreboard and wiring
- B. Sound equipment

Canteen interior

- A. Refrigerator units
- B. Hand tools and equipment

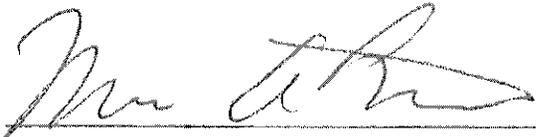
Dated this 23 day of Jan., 2017.

Village of Hartland

By: 

David Lamerand, Village President

Hartland Athletic Advancement Association President

By: 

Printed Name: THOMAS A. LUDKE

Title: President

SCORE BOARD/PRESSBOX AGREEMENT
VILLAGE OF HARTLAND AND LAKE COUNTRY CHIEFS FOOTBALL
(Revised 11-02-2015)

WHEREAS, the Village of Hartland (hereinafter "Village") owns and operates a football field in Centennial Park in the Village; and

WHEREAS, said football field is frequently used by Lake Country Chiefs Youth Football (hereinafter "Chiefs"); and

WHEREAS, Chiefs desire to, at their sole expense, install and maintain a scoreboard and press box at the football field to enhance their use of the football field;

THE VILLAGE AND CHIEFS HEREBY AGREE AS FOLLOWS:

1. The Chiefs will, at their sole expense, without cost to the Village, install a scoreboard and press box consistent with the plans and specifications.
2. The installation work to be done by the Chiefs includes all necessary steps to bring electricity (underground) to the scoreboard and press box.
3. The Chiefs will apply for all necessary permits for the installation of the scoreboard and press box and will comply with all applicable codes. The Chiefs acknowledge that the press box being provided does not meet requirements of the Americans with Disabilities Act Accessibility Guidelines, but that the bleachers are accessible. The Chiefs will provide on the bleachers, separate scoreboard and/or public address system controls if required to do so by the Village.
4. The Chiefs acknowledge that the scoreboard and press box are being installed in a designated floodplain, and hereby release the Village from any claims that the Chiefs may have arising out of flood or water damage to the scoreboard or press box at any time in the future.
5. Neither the Chiefs nor any other entity may place any advertising, names or logos on the scoreboard or press box except for team names and the Chiefs logo without prior written approval from the Hartland Park and Recreation Board and the Village Board.
6. Chiefs will have the right and responsibility to schedule use of the scoreboard and press box. However, responsibility and authority to schedule and allow use of the football field will remain solely with the Village.
7. Chiefs may remove the scoreboard and/or press box at any time, but only after first providing assurances deemed adequate in the sole discretion of the Village to assure that all Village land will be restored to its prior condition after removal of the scoreboard and/or press box at their sole cost.

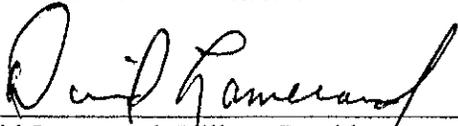
8. Chiefs will be sole owners of the scoreboard and press box. Chiefs will be responsible for all maintenance, including any charges for electric service. Chiefs are required to maintain the scoreboard and press box, at their sole expense, in good repair and appearance.

The Chiefs will be allowed to construct, maintain and use the scoreboard and press box pursuant to this Agreement. The Agreement is to be reviewed annually by the Hartland Park and Recreation Board. The Village in its sole discretion can renew this agreement or modify it. Should concerns arise, the Chiefs will be given opportunity to cure and correct stated concerns and the Chiefs will present, in writing, their plan to do so. Should the Village determine that the Chiefs can no longer use Centennial Park; the Chiefs will be allowed to complete only that year's schedule. At that time the Village will require the Chiefs, at their sole expense to remove the scoreboard and press box and restore all Village land to its condition prior to installation of the scoreboard and press box within 120 days of notice.

9. Chiefs hereby agree to indemnify and hold harmless the Village, its officers, employees and agents from all claims, losses, damages, and expenses arising out of or associated with the construction, installation, maintenance or use of the scoreboard and press box.
10. Chiefs shall provide to the Village one set of keys to any locks on the scoreboard and press box and any associated electric panels/boxes.

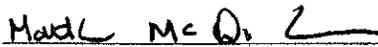
Dated this 9th day of November, 2015.

VILLAGE OF HARTLAND



David Lamerand, Village President

LAKE COUNTRY CHIEFS FOOTBALL



Signature of President of Organization

MATTHEW McQuestion

Print Name

Village of Hartland/Lake Country Lacrosse Centennial Park Use Agreement

WHEREAS, the Village of Hartland (hereinafter "Village") owns and maintains a public park and soccer field in Centennial Park in the Village; and

WHEREAS, Lake Country Lacrosse (hereinafter "LCL") desires to use said field for certain games for the LCL teams,

NOW THEREFORE, THE VILLAGE AND LCL HEREBY AGREE AS FOLLOWS:

1. LCL will apply for the use of the soccer field for their use by way of a Village provided Athletic Facility Reservation Form.
2. LCL is intending the use of the soccer field for games of their grade school aged teams.
3. The Village will provide standard field maintenance as necessary including watering, weed/pest control, and cutting.
4. Village agrees to a cut length of 2½ - 3 inches during the season. Standard cutting frequency is weekly.
5. Village will provide refuse/recycling collection.
6. Village will provide restroom maintenance and cleaning.
7. LCL will adhere to the Village Field Use Guidelines.
8. LCL will perform any and all required or desired field marking/painting.
9. LCL will provide field equipment including, but not limited to, goals and other equipment necessary for practice or games.
10. LCL will clean area after each use and deposit trash/recyclable items into collection containers.
11. LCL will repair any damage done to the field as a result of practice or game play including, but not limited to repair or maintenance of the area around the goals or elsewhere, as necessary during the season. Explicitly, LCL will repair any damage done to the field as a result of practice or game play at the end of the season with a proper sod installation and maintenance of sod (watering, etc.) until it is established.
12. LCL and Village will coordinate and agree on field use and cancellations due to weather or field conditions.
13. The fee to use the soccer field is \$70.00 per use. This includes games and practices. LCL will pay the full amount for the intended use of the soccer field prior to any use.
14. Neither LCL nor any other agency may place any advertising, names or logos on the Village property without prior written approval from the Village Park and Recreation Board and Village Board.
15. LCL will be allowed to store hand tools and goals at the Park provided they are secured in an agreeable location. The paint and field painter items will need to be brought in for each use.
16. This Agreement is just for the current proposed use and will not be automatically renewed. Any field restoration will need to be completed within two weeks of the end of use.
 17. If the agreement is terminated, LCL, at their sole expense, shall remove all of their equipment and restore all Village property to its condition prior to installation of these items (see Paragraph 11).

Village of Hartland/Lake Country Lacrosse
Centennial Park Use Agreement

18. In connection with the use and areas and facilities to be used pursuant to this Agreement, each of the parties shall be responsible for the acts and omissions of their respective officers, employees and agents giving rise to any liability, claims, demands, legal actions or suits, fines, costs and related expenses of any kind in connection with any damage, injury or death to person or damage or injury to property.
19. Nothing in this Agreement shall be construed to make the agent(s) of one party the agent(s) of the other.
20. Nothing contained within this agreement is intended to be a waiver or estoppels of the Village or LCL or their respective insurers to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.475 through 895.62 and 345.05
21. LCL will be required to maintain, throughout the period of recreational activities, insurance with coverage as provided below. The policy shall include the Village and its agents, officers and employees as "additional insured".
 - A. Comprehensive General Liability Insurance in an amount of at least \$1,000,000. The policy must include the Village and its agents, officers and employees as "additional insured" along with the appropriate endorsement pages.
 - B. Comprehensive Professional Liability Insurance in an amount of a least \$500,000 for coverage to insure the activities of the coaches, manager, administrators and officers of the organizations engaging in recreational activities on Village park land.
22. The Village will bill LCL if clean-up is required after a use or if the field restoration is not completed by July 1 of each year. The Village would charge the current labor rate plus 50% for fringe benefits and any material costs or contractor costs in addition to a 3% administrative charge for billing purposes.
23. Neither LCL nor any other agency shall make any modifications/alterations to the facility without prior written approval of the Village.
24. LCL shall indemnify, defend and hold harmless the Village of Hartland and its elected officials, board members and employees from and against any and all claims, costs, expenses, losses, damages, demands, actions or causes of action which may be asserted against or incurred by Village as a result of LCL use of the property or LCL items used on property. A certificate of insurance shall be provided to the Village at the beginning of each year.

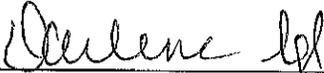
Dated this 9TH day of FEBRUARY 2017.

Village of Hartland

Village of Hartland/Lake Country Lacrosse
Centennial Park Use Agreement

By: 
David E. Cox, Village Administrator

ATTEST

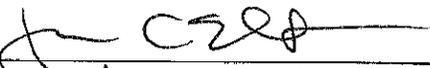

Darlene Igl, Village Clerk

Lake Country Lacrosse

By: 

Printed Name: WAYNE J HOFMAN
Title: GIRLS PROGRAM DIRECTOR

ATTEST


Printed Name: Jason EUS
Title: Director at Large