

**PARK AND RECREATION BOARD AGENDA**  
**MONDAY NOVEMBER 5, 2018**  
**7:00 PM**  
**BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

**Call to Order**

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

1. Consideration of a motion to approve Park and Recreation Board minutes of the September 4, 2018 meeting.

**Public Works Items**

2. Discussion and possible consideration of Annual Review of the Bark River and Nixon Park Canteen Agreements with HAAA, Lake Country Lacrosse Centennial Park Use Agreement and the Score Board/Pressbox Agreement with the Lake Country Chiefs.
3. Discussion and possible consideration for request of installation of exhaust fan and air inlet grille in Bark River Canteen, Tom Ludtke HAAA.
4. Discussion and possible consideration of banners and advertising space at the park.
5. Update on placement of baby changing stations and adult benches at the Fine Arts restrooms.
6. Update on Nixon baseball diamond re-build.
7. Discussion regarding of operation of Lake Country Beer Garden.
8. Discussion on businesses using the Parks.

**Other items for consideration**

9. Announcements: It is not contemplated that these matters will be discussed or acted upon and may include items for future consideration. The following individuals may provide announcements: Park and Recreation Board members or other Village Staff members.
10. Adjourn  
Deidre Bush y  
Deputy Clerk

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, Village Clerk, at (262)367-2714. The Municipal Building is handicap accessible.

**PARK AND RECREATION BOARD MINUTES**  
**TUESDAY, SEPTEMBER 4, 2018**  
**7:00 PM**  
**BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

Present: Peggy Kallenberger, Dick Landwehr, Tim Hallquist, Duane Lawson, Curt Gundrum, Tina Bromberger Vicki Mitchell

Others: Mike Gerszewski, Kelli Yogerst

**7:00 PM Call to Order**

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

**1. Consideration of a motion to approve the Park and Recreation Board minutes of the August 6, 2018.**

Motion (Landwehr/Lawson) to approve the August 6, 2018 Park and Recreation Board minutes. Carried (7-0).

**Public Works Items**

**2. Discussion and possible consideration of the 2019 Park Budget.**

Mike Gerszewski went over the 2019 budget. He said the summer help salaries would be increasing by \$2, going from \$10 an hour to \$12 an hour. He said the building and ground maintenance increased a little and the capital outlay budget went up due to picnic table replacements, garbage cans and the replacement of a turf aerator.

There are additional costs due to increase of materials at the Fine Arts center and Beer Garden such as garbage can liners, soft, toilet paper etc. Halquist asked about the picnic tables under Capital Outlay, Gerszewski said they typically build 10 picnic tables a year just due to damage or rot. He said every year if they can fix them they do. The possibility of using composite material was brought up, but Gerszewski said composite costs a lot more. Vehicle/equipment replacement schedule was discussed. Gerszewski said the Administrator has asked them to look at their equipment and when possible extend its life.

Gerszewski then gave a brief summary of upcoming Capital projects. Those projects include

1. Bridge replacements at Nixon Park South, Bark River Park, and North Ave. parking lot.
2. Centennial park shelter -2019
3. Doors at Bark River Park Canteen-this year
4. Nixon field rebuild- this year (1 field will be reconstructed a year)

5. Tennis court resurfacing- hoping to be done this year.
6. Playground chip replacement.
7. Bark River Park asphalt was already done this year.
8. Corp study is being done this year.
9. Replace slides and swings at Hartbrook, Nixon and Castle Park.
10. Penbrook bathroom facility and drinking fountain for 2021 is still listed.

Bromberger asked about the pond drudgery plan. Gerszewski said it was done 10 years ago and will done in 2020. He said the cost of drudging has become very expensive and they are looking at alternatives.

Motion (Landwehr/Bromberger) to approve the 2019 Park Budget. Carried (7-0).

**3. Discussion and possible consideration for banners and advertising space at the park.**

Several Board members stated they are not in favor of permanent signs. Halquist said they would need some guidelines for temporary signage. Halquist reminded everyone the subject came up when a local business wanted to advertise and Halquist had suggested to them to possibly sponsor an event. Gerszewski said he had spoken to Administrator Cox regarding banners and advertising and Administrator Cox feels there are 3 separate issues.

1. Businesses
2. Nonprofit sponsored events ( Kids day, Recreation events, Street Dance)
3. User groups that may want to sell space.

He said the administrator said if the user groups sell space, the Village should get the profits. Halquist said he feels the Village should get a percentage of the funds because the user groups generally do it to generate funds. There was general discussion on signs such as categories of signs, if allowed how long would they be up, etc. Yogerst said when she puts signs up in Delafield for Recreation events she has to fill out a form with the start and end date etc. Bromberger said she feels there does need to be guidelines and thinks they need to take them as separate issues.

Gerszewski said he will take Halquist's notes, draft some general ideas and bring it back to the board.

Motion (Kallenberger/Lawson) to table this item. Carried (7-0).

**4. Discussion and possible consideration of Lacrosse donation for Centennial Park Lacrosse field.**

Gerszewski said he was approached by Lake Country Lacrosse and that they are willing to donate up to \$3000 to improve the turf at Centennial Lacrosse field. He met with Wayne Hoffman to get an idea of what they are looking for. Gerszewski said he went out and got a price and it comes in below the \$3000, and he would like Park Board to approve of this donation. Gerszewski said what it includes is 1<sup>st</sup> the weeds will be sprayed, then after a

certain amount of time they will go in and slit seed it. They will then fill any low spots, do any needed dirt work around the goal boxes and then slit seed there also. The quote he got is \$2900 and the only thing the Village would need to do is some watering in the spring.

Motion (Bromberger/Lawson) to approve Lacrosse donation for Centennial Park Lacrosse field. Carried (7-0).

**5. Discussion and possible consideration of a diaper changing table at a facility at Nixon Park near the splash pad.**

Halquist said the reason he brought it up, because he noticed there is a need for it at the park. Once it is put up they would install a little sign up, to let people know that there is one in the facility. The changing table wouldn't be installed next year but would be in both the men & women's bathrooms.

Motion (Landwehr/Lawson) to put a diaper changing table at a facility at Nixon Park near the splash pad.

**6. Discussion and possible consideration of extending the days of operation of the Splash Pad to the end of September to match the Beer Garden season and modifying the hours.**

Halquist said he put it on the agenda because Pat Endter from the Beer Garden requested that the days be extended. There was discussion on the amount of water used because the village is only allowed 50,000 gallons a day, and currently they are at 41,000 gallons a day. Gerszewski pointed out that by extending the days, there will be more work for the DPW, since the seasonal help is gone. There was discussion on the water usage, and the cost for the water. Gerszewski said they would be keeping an eye on the amount of water being used.

Motion (Lawson/Landwehr) to approve extending the operation of the Splash Pad as is to September 30, 2018. Carried (7-0).

**Recreation Director Item**

**7. Discussion and possible consideration of the 2019 Recreation budget**

Yogerst said the Recreation budget is packet, along with the expense sheet for the splash pad. She went over the budget noting that salaries will go up and outside services along with trips amount will go up. There was brief discussion on the partnership with To the Point Studio. Yogerst said they are entering the 3<sup>rd</sup> year of the 3 year contract. She said the number of participants in the Recreation programs is increasing. Halquist asked Yogerst about her goals for 2019 and she said she would like to add some new things. She also said she thinks they need to take the ones that aren't moving as much and shake things up a bit. Regarding entertainment opportunities she said possibly doing more things with the secret

garden. She also said she would like to add more things for seniors to get out and do things. The Recreation is also looking at the prospect of a community center with the Zion Lutheran church building up for sale but things are just in the beginning stages and they are looking at different options.

Motion (Landwehr/Kallenberger) to approve the 2019 Recreation Budget. Carried (7-0).

**Other items for consideration**

**8. Announcements: It is not completed that these matters will be discussed or acted upon and may include items for future consideration. The following individuals may provide announcements: Park and Recreation Board members or other Village Staff members.**

**9. Adjourn**

Motion (Gundrum/Kallenberger) to adjourn. Carried (7-0). Meeting adjourned at 8:15 PM.

Respectfully submitted  
By Recording Secretary,  
Deidre Bushey  
Deputy Clerk

**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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Village of Hartland**

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

David E. Cox, Village Administrator

**Hartland Athletic Advancement Association**

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

Printed Name: \_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Village of Hartland**

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

David E. Cox, Village Administrator

**Hartland Athletic Advancement Association President**

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

Printed Name: \_\_\_\_\_

Title: President \_\_\_\_\_

## 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 \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**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: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Village of Hartland/Lake Country Lacrosse  
Centennial Park Use Agreement

**Village of Hartland**

By: \_\_\_\_\_  
Jeff Pfannerstill, Village President

ATTEST

\_\_\_\_\_  
Darlene Igl, Village Clerk

**Lake Country Lacrosse**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Village of Hartland/Lake Country Lacrosse-boys Centennial Park Use Agreement

**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 Lake Country Lacrosse- youth boys (hereinafter "LCL-YB") when games and practices for Lacrosse are being played on the football field,

### **NOW THEREFORE, THE VILLAGE AND LCL-YB HEREBY AGREE AS FOLLOWS:**

1. LCL-YB 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. LCL-YB 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. LCL-YB will adhere to the Village Field Use Guidelines.
9. LCL-YB will perform any and all required or desired field marking/painting.
10. LCL-YB will provide field equipment including, but not limited to, goals and other equipment necessary for practice or games.
11. LCL-YB will clean area after each use and deposit trash/recyclable items into collection containers.
12. LCL-YB 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-YB 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.

## Village of Hartland/Lake Country Lacrosse- Youth Boys Centennial Park Use Agreement

13. LCL-YB and Village will coordinate and agree on field use and cancellations due to weather or field conditions.
14. LCL-YB 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. LCL-YB will pay the full amount for the intended use of the football field prior to any use.
16. Neither LCL-YB 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. LCL-YB 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 LCL-YB, 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). LCL-YB 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 LCL-YB at their November meeting.
19. The LCL-YB 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”.

**Village of Hartland/Lake Country Lacrosse- Youth Boys  
Centennial Park Use Agreement**

- 20. The LCL-YB 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 LCL-YB nor any other agency shall make any modifications/alterations to the facility without prior written approval of the Village.
- 22. The LCL-YB 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-YB use of the property or LCL-YB items used on property. A certificate of insurance shall be provided to the Village at the beginning of each year.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Village of Hartland**

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

David Cox, Village Administrator

**Lake Country Lacrosse-Youth Boys**

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

Printed Name: \_\_\_\_\_

Title: Superintendent \_\_\_\_\_

**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.

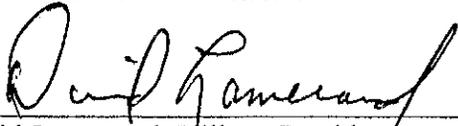
8. Chiefs will be sole owners of the scoreboard and press box. Chiefs will be responsible for all maintenance, including any charges for electric service. Chiefs are required to maintain the scoreboard and press box, at their sole expense, in good repair and appearance.

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.

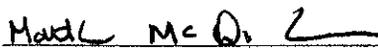
Dated this 9th day of November, 2015.

VILLAGE OF HARTLAND



David Lamerand, Village President

LAKE COUNTRY CHIEFS FOOTBALL



Signature of President of Organization

MATTHEW McQuestion

Print Name



ADMINISTRATION  
 210 COTTONWOOD AVENUE  
 HARTLAND, WI 53029  
 PHONE (262) 367-2714  
 FAX (262) 367-2430  
 www.villageofhartland.com

**PARK & RECREATION BOARD**  
**APPLICATION FOR PLACEMENT ON AGENDA FOR ACTION PLAN APPROVAL**

Location of Work <b>DARK RIVER PARK CANTEN BUILDING</b>			
Group Sponsoring Work <b>HARTLAND ATHLETIC ADVANCEMENT ASSOCIATION</b>			
Contact Person <b>TOM LUTKE</b>		Phone <b>367-5996</b>	EMAIL <b>TLUTKE@SBC</b>
Address <b>311 NORTH AVE</b>	City <b>HARTLAND</b>	State <b>WI</b>	Zip <b>53029</b> <small>GLOBAL NET</small>
Alternate Contact Person <b>PETE LUTKE</b>		Phone <b>367-6528</b>	EMAIL
Address <b>625 E. CAPITOL DR.</b>	City <b>HARTLAND</b>	State <b>WI</b>	Zip <b>53029</b>
Comments:			
Contractor Name		Phone	EMAIL
Address		State	Zip
Insurance			
Contractor Name		Phone	EMAIL
Address	City	State	Zip
Insurance			

Any group or individual desiring to do any work in any Village Park must submit an "Action Plan" for Park Board approval.

The Park Board meets on the **first Monday of the month at 7:00 p.m.** in the Village Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue in the Village of Hartland.

The **DEADLINE for submitting information to Village Hall for the agenda is on the fourth Monday of the month at 4:30 p.m.** All of the following information must be received prior to the deadline to be considered for the agenda. Anything received after the deadline will be put on the following month's agenda.

All plans, narratives, drawings, etc. must be submitted with ten (10) copies by the deadline.

**Items to be submitted in the Action Plan:**

1. Detailed description of what work is to be performed and by whom--volunteer/contractor.
2. Any literature or brochures for equipment to be installed or used in the Park System.
3. Any detailed drawings of equipment to be installed.
4. The time frame of work.
5. The responsibility to be assumed by DPW/work to be assumed by the group (be specific).
6. Copy of any proposal(s) received by the group from contractors/suppliers.
7. Copy of drawings/plans/specifications for Building Inspector to review (if needed).
  8. Map showing location of work including dimensions.
  9. Narrative/draft agreement regarding long term maintenance.
  10. Estimated cost of work/improvement(s).

**NOTE:** Approval by the Park Board is not permission to begin construction. The Department of Public Works must be informed 72 hours prior to commencement of work. All permits must be in order. Diggers Hotline must be contacted 72 hours prior to commencement of work for utility locates.

Date Applied: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_ Approval \_\_\_\_\_

PURPOSE: TO DETERMINE THE FEASIBILITY OF GETTING AN EXHAUST FAN AND AIR INLET GRILLE INSTALLED INTO THE CANTEEN BUILDING AT BARK RIVER PARK.

REASON: ACCORDING TO OUR COOLER REPAIR AND MAINTENANCE COMPANY (GRENZ) HIGH TEMPERATURE INSIDE THE BUILDING IS CAUSING THE COOLER COMPRESSOR TO BE OVERWORKED RESULTING IN PREMATURE FAILURE.

GRENZ HAS RECOMMENDED A THERMOSTATIC CONTROLLED EXHAUST FAN BE INSTALLED THROUGH THE ROOF AND AN AIR INLET GRILLE ON THE NORTH SIDE OF THE BUILDING BE INSTALLED TO LOWER INTERNAL BUILDING TEMPERATURE.