

PARK AND RECREATION BOARD MINUTES
MONDAY, October 5, 2020
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Present: Tim Hallquist, Curt Gundrum, Rick Connor and Peggy Kallenberger.
Absent: Duane Lawson
Others: Kelli Yogerst, Mike Gerszewski, Chuck Schneeberger.

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 minutes of August 3, 2020.**
Motion (Connor/Kallenberger) to approve the Park and Recreation minutes of August 3, 2020. Carried (4-0).

Public Works Items

- 2. Discussion and possible consideration for use of Bark River baseball field by Brewtown Recreation, Melissa Richter.**

Brewtown will be using Bark River on 8 Mondays. Hallquist verbally gave them the ok since there was not a Park Board meeting last month. There have been no issues. DPW will wait to close the bathrooms until they are done.

Motion (Kallenberger/Connor) for Brewtown Recreation to use Bark River Baseball field thru October 26, 2020. Carried (4-0).

- 3. Discussion and possible consideration of 2021 Park Budget-**

Budget was included in packet and was presented to the Village Board last month. Gerzewski said the 1st price for bid on the shelter at Centennial came in today and it will be going to Village Board on Monday.

- 4. Discussion and possible consideration of proposed sign for Fine Arts Center, Lake Country Rotary.**

Lake Country Rotary approached Yogerst about putting sign up on Fine Arts Center. They wanted to make sure it was worded correctly and all responsible parties that helped

construct the Fine Arts Center be recognized. Through research it was determined that the Rotary, Kiwanis and the Village of Hartland were the parties involved. It was named the Hartland Fine Arts Center because the Village donated to help it be built and it is in Hartland. The proposed signage is the Rotary sign to be located on the left, the words "Hartland Fine Arts Center" in the center and the Kiwanis sign on the right of that.

Motion (Connor/Gundrum) to approve proposed sign for Fine Arts Center, Lake Country Rotary. Carried (4-0).

5. Discussion and possible consideration of regulations and placement of signs in Parks-

The following items were discussed regarding regulations and placement of signs in the Parks:

Maximum of 1 week for a sign, anything longer needs to be approved by Park Board.
Size is 2x2 or 2x3 and needs approval of staff. Change of size needs Park Board approval.
Staff will review language.

No political signs.

\$50 for 2 signs for a week.

Staff decides location, either by entrance or path.

Village, Recreation, contracted organizations (like Beer Garden) would be exempt.

Signs need to be removed the day after an event.

Motion (Connor/Kallenberger) to table this until the next meeting. Carried (4-0).

6. Discussion on 2021 Park & Recreation Budget-

Yogerst briefly gave an overview of the budget. Discussion on decrease in 2021 Budget due to Covid-19. Park & Recreation budget was included in the packet and has already gone before the Village Board for approval. No action taken.

7. Discussion on Tuesday Pickleball and Yoga in the park-

Yogerst explained there was the issue regarding Yoga in the Park and Pickleball. Pickleball plays right after Yoga in the Park, and there were conflicts with the 2 groups using the Tennis courts and the times. Yogerst involved deputy-police chief Collura and since then there has not been any issues. No action taken.

8. Discussion and possible consideration of rental policies-

Yogerst said Fine Arts Center was used a lot this past summer due to Covid 19 and social distancing. She said staff has been asking the Chairman if certain events need to come before Park Board so Yogerst would like Park Board to come up with a policy regarding Fine Arts Center and who can use it without needing to come before the Park Board. Hallquist said he would still like to have email sent out to everyone when it is being used so everyone

knows what is happening at the Fine Arts Center. Yogerst said she emailed 3 other communities to find out their policies. Hallquist verbally approved the Back the Badge event due to no meeting in September. Discussion on what needs to come before Park Board. Hallquist asked Yogerst to bring what she received from the other communities to the next meeting.

Motion (Kallenberger/Gundrum) to table until next meeting to gather more information. Carried (4-0).

9. 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.

Jack Kolo has resigned so there are 2 openings now on Park Board. If anyone knows anyone have them to go the Village Hall and fill out the form.

10. Adjourn

Motion (Gundrum/Connor) to adjourn. Carried (4-0). Meeting adjourned at 8:06 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: _____

Tim Rhode, 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: _____

Tim Rhode, Village Administrator

Hartland Athletic Advancement Association President

By: _____

Printed Name: _____

Title: President _____

**Village of Hartland/Flanagan – Dorn Post 294 American Legion
Nixon Park and Canteen Agreement** (Revised 8/27/2019)

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 Flanagan – Dorn Post 294 American Legion (hereinafter "Flanagan – Dorn Post") when games are being played on the ball field,

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

1. The Flanagan – Dorn Post will apply for all necessary permits required by Village to sell fermented malt beverages and food product.
2. Neither the Flanagan – Dorn Post 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 Flanagan – Dorn Post 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 Flanagan – Dorn Post's responsibility to secure their equipment and food product prior to the permitted use. It is acknowledged that the Flanagan – Dorn Post owns certain equipment within the canteen and retains the right to schedule use of their equipment for associated food and beverage sales.
4. The Flanagan – Dorn Post 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 Flanagan – Dorn Post, 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). Flanagan – Dorn Post 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 Flanagan – Dorn Post.
6. The Flanagan – Dorn Post 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 Flanagan – Dorn Post will provide to the Village a Five Hundred (\$500.00) dollar deposit that will be refunded if clean-up is satisfactorily completed by September 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.

**Village of Hartland/ Flanagan – Dorn Post 294 American Legion
Nixon Park and Canteen Agreement** (Revised 8/27/2019)

8. The Flanagan – Dorn Post will pay for fifty percent (50%) of the electric utility costs during the months of field use, typically; June and July. 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 Flanagan – Dorn Post given 30 days to pay the Village.

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

10. The Flanagan – Dorn Post 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 Flanagan – Dorn Post 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 Flanagan – Dorn Post use of the property or Flanagan – Dorn Post items used on property. Flanagan – Dorn Post 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 Flanagan – Dorn Post 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 Flanagan – Dorn Post 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/ Flanagan – Dorn Post 294 American Legion
Nixon Park and Canteen Agreement (Revised 8/27/2019)

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

Canteen interior

A. Refrigerator unit

Dated this _____ day of _____, _____.

Village of Hartland

By: _____

Tim Rhode, Village Administrator

Flanagan – Dorn Post 294 American Legion Representative

By: _____

Printed Name: _____

Title: _____

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

By: _____
Tim Rhode, Village Administrator

Village of Hartland/Lake Country Lacrosse
Centennial Park Use Agreement

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: _____

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 _____ day of _____, 20__.

VILLAGE OF HARTLAND

Tim Rhode, Village Administrator

LAKE COUNTRY CHIEFS FOOTBALL

Signature of President of Organization

Print Name

2021 Centennial Score Board Agreement

City of Oconomowoc

Department Parks, Recreation & Forestry

PARKS SHELTERS, PICNIC AREAS & FACILITY RENTAL POLICY

Eligibility

City of Oconomowoc residents, City of Oconomowoc non-profit organizations, City of Oconomowoc businesses. Non-resident individuals, organizations and businesses may reserve park facilities for an additional fee (\$50.00 plus tax).

Available Facilities and Fees

The following picnic areas and/or shelters are available for reservation at Roosevelt Park, Fowler Park, Riverside Park, and the Band Shell*. Fees are based upon rental of facilities only and do not include any special preparations, set-up, or use of equipment which is not ordinarily part of that facility.

Site/Facility	Type	Capacity	Elec./Water/Restrooms	Reservation Fee**
Roosevelt Large Picnic Area	Large Picnic Area on Concrete	200	Yes / No / In Park	\$50 plus tax / day
Roosevelt Park	Shelter #3VB	40	Yes/No/In Park	\$100 plus tax/day
Roosevelt Park	Area #1	150	No / No / In Park	\$ 25 plus tax/day
Roosevelt Park	Area #2	150	No / No / In Park	\$25 plus tax/day
Fowler Park	Shelter	80-125	Yes / Yes / Yes	\$100 plus tax/day
Riverside Park	Shelter	40	Yes / No/Oerding Park	\$75 plus tax/day
City Beach	Band Shell*	n/a	Yes / No / In Park	\$150 plus tax/day

*Directors approval required.

**Non Resident Additional Fee = \$50.00 (plus tax)

Park Hours

All municipally owned parks within the City shall be closed to all persons between 10:00 p.m. and 5:00 a.m. daily, except Riverside Park, which shall be closed between 9:00 p.m. and 5:00 a.m. daily. (Exception – Approved Temporary Use Permits through the City Parks, Recreation & Forestry Department.)

Application Process

- Applicants must complete a “Recreation Facility Use Application and Agreement” form at least five (5) days in advance of the requested date during regular office hours (8:00 a.m. – 5:00 p.m.). No telephone or email reservations will be accepted.
- Resident reservation requests within a calendar year will be taken on a first-come, first-served basis beginning the first business day following January 1st for dates of that year.
- Non-resident requests within a calendar year will be taken on a first-come, first-served basis beginning the first business day following February 1st for dates of that year.
- The application is to be completed by an individual 21 years of age or older, who will assume primary responsibility for compliance with park rules during the rental.
- Payment in full is required at the time of application. Reservations are confirmed only after; payment is received and the signed form is on file at the Parks, Recreation & Forestry Department office.
- Picnic reservations are granted by office staff for groups up to 150 people. Applications for 150 people or more or require approval from the Director of Parks, Recreation & Forestry.
- If you'd like to host a special event such as, but not limited to, Runs/Walks, Corporate Events, Festivals, etc... you must complete a special events application at the Parks, Recreation & Forestry Department.

Cancellations / Refunds/Transfers

- Parks and Facility reservations canceled more than two business weeks from said reservation will be refunded the rental fee minus a \$10.00 processing fee.
- Reservations canceled less than two business weeks from said reservation will not be refunded.
- When a refund is issued, the non-resident fee will be refunded in whole.

After Hours Contact

- The Parks, Recreation & Forestry Office is open 8 a.m. to 5 p.m. Monday through Friday. If you need assistance outside of those hours during your rental, please call the Police Department non-emergency number, (262) 567-4401 for assistance.

PARK RENTAL CONDITIONS

Alcoholic Beverages

Intoxicating liquors or fermented malt beverages shall not be consumed upon the premises of any city park after 10:00 p.m. (park closed). The sale of alcoholic beverages is prohibited, unless approved by the Common Council through a Temporary Class "B" Retailers License which must be obtained through the City Clerk's office and applied for at least 30 days prior to the event. Glass containers are not allowed.

This restriction shall not apply to Roosevelt or Champion Fields or to any other City-owned property if under lease for commercial purposes where the operation of lessee's business normally includes the sale of intoxicating liquor and fermented malt beverages. This exception shall not be effective after 10:00 p.m. as to leased property.

Litter / Refuse

The applicant and / or group will be responsible for any and all damage to parks grounds or facilities. Any litter or refuse generated by the group and activity must be collected and disposed of in appropriate trash receptacles. The Parks, Recreation & Forestry Department may assess a fee for damages or additional cleaning if the area is not returned to original condition and reserves the right to deny future applications if these conditions are not met.

Other Responsibilities

Any materials or equipment belonging to the renter must be removed from the facility and grounds at the conclusion of the activity unless written permission has been granted for storage.

Items such as soda, beer, food, etc., purchased from dealers, must not be delivered to rented facilities prior to the reserved date and time specified on the agreement form. Deliveries of any items must not be done unless someone is there to receive said items.

General Conditions

- No dogs allowed in park shelters. Dogs must be kept on paved walking paths only.
- No feeding waterfowl.
- Shelters have additional regulations posted at the shelters.
- Grills are available at Riverside Park, Fowler Park and Roosevelt Park only. Personal grills are not allowed in any park facilities unless approved by the Parks & Recreation Board.
- Staking of any kind into the ground in city parks is prohibited. Items that may generally require stakes such as volleyball nets or pop-up tents must be weighted.

Parking

Parking is permitted in designated parking areas only. Parking on the grass and access path is prohibited. Citations will be issued.

Roosevelt Park: Please note that the lock on the gate will be unlocked. If necessary, you may drive on the access path to the large picnic area to drop off supplies or it may be used to drop off individuals who cannot walk to your reserved location. Vehicles must be returned to the parking lot immediately after dropping off supplies.

Adopted by the Parks & Recreation Board December 2010, amended February 2012.

Planning your event

The City of Oconomowoc welcomes special events which enhance our community. Special events are managed by the Parks, Recreation and Forestry Department. The department has assembled this guide to assist you in your planning process. The city hosts a wide repertoire of special events from run/walks, downtown events and events in our city parks.

This guide will serve as an organizational and planning document to help you navigate the information you need to know as well as the documents you will need to provide to gain approval for your event.

What qualifies your event as a special event?

Here are a few examples of things that would classify your event as a special event and require that you go through the City of Oconomowoc's special event approval process.

- All or part of the event takes place on city property
- A large number of participants are expected.
- The event will be promoted to the general public
- Admission will be charged
- Use of the park is outside the parameters of a family picnic or gathering
- Food and drink will be sold
- You will have amplified sound, bounce houses and other entertainment
- The purpose of the event is to raise money, whether for a non-profit/charity or as a commercial venture
- The event will use extensive space in a park and/or be held beyond normal park hours

If you are not sure whether your event qualifies as a special event, contact special events coordinator Paige Brunclik at (262) 569-2190 or pbrunclik@oconomowoc-wi.gov

What type of event are you planning?

The City of Oconomowoc has three main categories of special events:

- Park Event
- Downtown Event
- Run/Walk

Special events are not limited to these categories and your event may fall under more than one category at a time. If you need help categorizing your event, before you get started, [call us first](#).

Call Paige Brunclik at (262) 569-2190 for more information on how to categorize your event type.

Product Sales - If you are planning to sell wares in the city and not at a special event, you will need to contact the Planning Department at (262) 569-2166. An example of product sales would be selling Christmas trees in a parking lot.

Block Parties – If you’d like to host a neighborhood block party, contact the Police Department to fill out a Block Party Permit. You can find this form at www.oconomowoc-wi.gov/police under Police forms.

If you would like to rent picnic tables, barricades or trash/recycling cans for your block party from the Parks, Recreation and Forestry Department, then contact Paige Brunclik at (262) 569-2190.

Event Application – Step 1

All special events held in the City of Oconomowoc are required to complete a Special Event Application. You will start the application by sharing your core information about your event and event organizers. This information is essential to the process as it lays the foundation of your event.

Event information must be complete to begin the approval process.

Important Considerations

- Check the date – Before you begin, contact the Parks, Recreation and Forestry Department to see if the date(s) you are considering for your event is available.
Returning Special Events are given first right of refusal for dates and locations each year.
- Plan Ahead – Plan ahead, especially if you are organizing a new event. New events or a returning event with significant changes may require approval by city officials such as Common Council or the Parks and Recreation Board. Review and approval at an official meeting adds time to your planning process. Because of this, we ask that you submit special events applications at least 60 days in advance.
If you do not submit an application to begin the approval process at least 60 days in advance, your event may not be considered for approval.

Contact Paige Brunclik at (262) 569-2190 or pbrunclik@oconomowoc-wi.gov, to see if your preferred date and location are available.

Who is in charge and who will be helping?

Who is the applicant for the special event? Who is the main contact? It is likely there are several main contacts for different components of your event. It is important to have their names and contact information is listed under KEY CONTACTS on the application.

As you plan your event, include all those involved in carrying out the event. Make sure they have reviewed the application and Special Events Planning Guide so that everyone involved is informed of the City of Oconomowoc special events process.

Applicants of special events must comply with all applicable city ordinances, traffic rules, park rules, county and state health laws, fire codes and liquor licensing regulation.

Another important component of your event will be volunteers. You should have volunteers committed to responsibilities at your event well ahead of event start time and they should be briefed prior to the event of what they may and may not do.

Volunteers should know who to contact if there is a problem and they should be familiar with the event area so they can direct people to restrooms, fire exits and other key locations.

Make your volunteers easily identifiable to those attending your event; provide them with vests, pins, armbands, hats, etc.

Event Location – Step 2

Event in a City Park

If your event will be held in a City of Oconomowoc Park, you will need agree to and follow the City of Oconomowoc Park Rental Policy and pay the necessary fees.

The Park Rental Policy outlines park amenities and fees as well as user guidelines.

Most special events will require extra amenities and use will be beyond a normal park rental. These can include:

- Trash and Recycling receptacles
- Barricades, cones and No Parking signs
- Picnic Tables and Benches
- Stage
- Access to electric

Because of this, specific information must be completed during the application process so that your needs can be accommodated.

You will find supplemental information for these services in the sections that follow. **Please note, extra fees may be associated with these services.**

You will be required to provide a map of how you plan to use the park area. Aerial maps are available on the Parks, Recreation & Forestry portion of the city website, www.oconomowoc-wi.gov/parks under Special Events.

Traffic and Safety – Step 3

If you are holding an event such as a run/walk or parade, special consideration must be taken regarding traffic control and safety.

The Parks Department has worked closely with the City of Oconomowoc Police Department to establish two preferred routes for parades and walk/run events. They are referred to as the Fowler Park Route and the Roosevelt Park Route. Maps of these routes are available on Parks, Recreation & Forestry portion of the city website, www.oconomowoc-wi.gov/parks under Special Events.

A parade or run/walk event that follows a different route will require prior approval from the Police Department.

It is advised to create a map of the route and contact the Parks, Recreation & Forestry Department to set a meeting to discuss the proposed route. Completion of the information does not guarantee that the parade or run/walk will be approved and is only a request.

Based on the location of your event and where traffic control will be needed, the following items may be needed:

- **No Parking Signs:** No Parking sign stakes are provided by the city. You will be responsible for creating the signs to place on the posts.

Signs must be posted day of the event 8 hours prior to its start or earlier which will be determined during your special event planning process with city staff.

Parade and run/walk organizers will be responsible for staking, removing and returning all No Parking signs.

- **Cones and Barricades:** The city can also provide cones and traffic barricades. City staff will deliver these items.

It is important to know exactly how many of these items you will need, where you will need them delivered and when you will need them delivered.

It will be your responsibility to return these items to the original delivery location for pickup after your event.

- Please be aware that your event may be adjacent to private parking for businesses. Please be aware of this and have a plan to monitor parking in these areas so that event parking does not take up business parking spaces.

Charges and Fees for traffic control

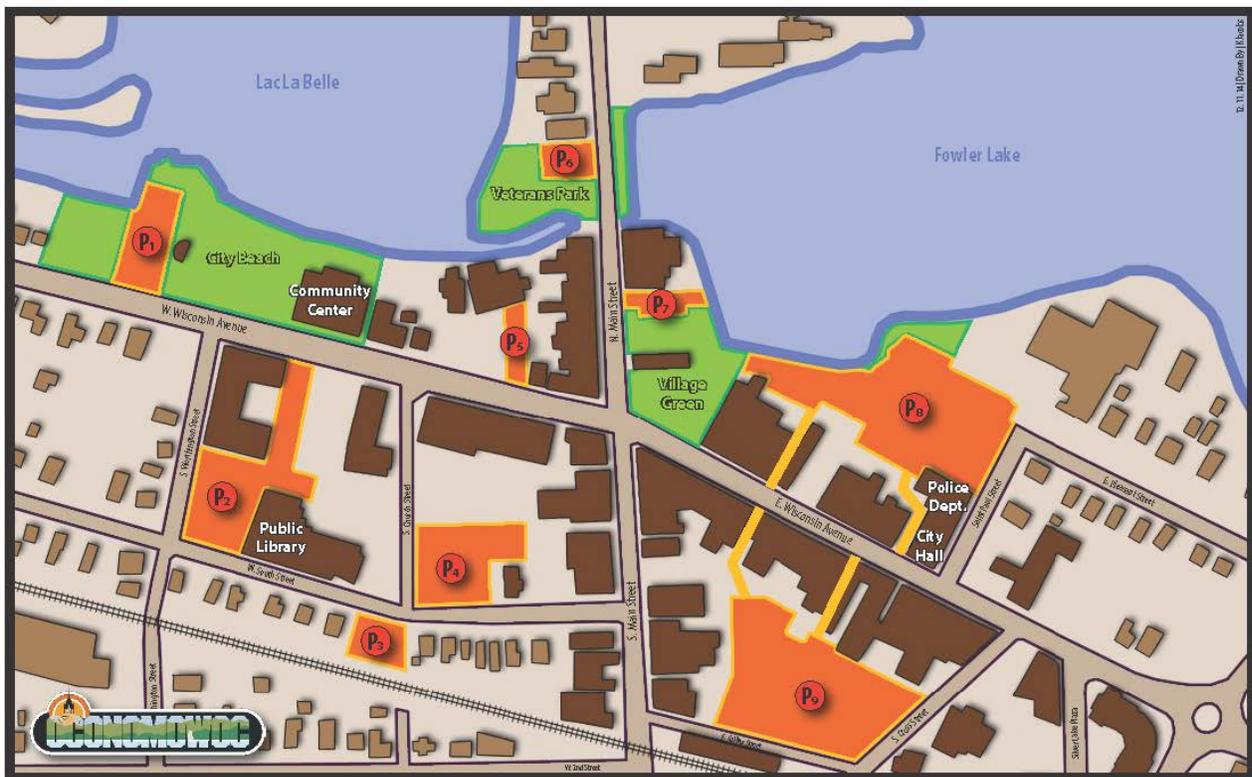
Traffic control for parades and run/walks are a billable event through the City of Oconomowoc Police Department.

You will be charged a minimum three hours for each on duty Community Service Officer (CSO) as needed for traffic control.

To obtain the current hourly rate for a CSO contact the Police Department, (262) 567-4401. CSOs are scheduled at a minimum of 3 hours per event. Police Officer hourly rates vary.

Depending on the requested route, there are certain intersections where you can provide volunteers for traffic control. However there are certain locations that mandate the presence of a CSO. Restrictions can be placed on the number of CSOs or Police Officers needed to conduct the parade in a safe manner. Fees will be charged for CSOs and Officers.

Parking



DOWNTOWN PARKING MAP

City of Oconomowoc

LEGEND	
	Downtown
	Pedestrian Walkways
	Public Parking Lots
Lot 1 : 48 spaces	Lot 6 : 20 spaces
Lot 2 : 82 spaces	Lot 7 : 13 spaces
Lot 3 : 16 spaces	Lot 8 : 154 spaces
Lot 4 : 77 spaces	Lot 9 : 187 spaces
Lot 5 : 23 spaces	

Food & Drink – Step 4

Serving and preparing food

If you plan to have food and beverage vendors at your event, it's possible you will need to ensure that these vendors are licensed through Waukesha County.

You can call the Waukesha County Environmental Health Division for more information on the county's food safety and licensing program at (262) 896-8300.

For light refreshments such as water and granola bars, you do not need to contact Waukesha County.

Alcohol

If you plan to serve alcohol at your event, you must have a **Temporary Class B (Picnic) License**. These are short-term licenses for special events that allow the sale of beer and/or wine. This license is only issued to bona fide clubs that have been in existence for at least six months prior to the date of application; state, county, or local fair associations, or agricultural societies; a church, lodge, or society that has been in existence for at least six months prior to the date of application; and posts established of ex-servicemen's (veterans) organizations.

The application fee is \$10. This application is available at the City of Oconomowoc Clerk's office at City Hall, 174 E. Wisconsin Ave. during business hours. You can call the City Clerk at (262) 569-2175 for questions or information.

Restrooms and Trash – Step 5

Each event organizer is responsible for ensuring the event is operated in a clean manner. You must plan for enough trash and recycling receptacles to accommodate your event's refuse needs.

To understand how many trash and recycling receptacles you will need, you need an estimated attendance for your event.

An event that does not provide for the personal comfort of patrons leaves a mess with litter and trash, it hurts its own future and negatively affects the image of the city.

You should have a litter/trash/recycling control plan in place and pick up litter before, during and after the event. You will be responsible for setting trash cans at various locations and emptying them throughout the event to prevent overflow. A trash/recycling plan will also extend to food vendors.

The Parks, Recreation and Forestry Department provides trash and recycling receptacles. The department provides the first bag in trash receptacles. **You must provide trash bags needed for the remainder of your event.**

Large events may require a Dumpster. John's Disposal can deliver a Dumpster for your event. You can contact John's Disposal at 262-473-4700.

Restrooms

Many of city parks facilities including Fowler Park, Riverside Park and Roosevelt Park have restrooms. However, if your event is large, it may be determined that additional portable toilets are necessary.

You also must consider the importance of having universally accessible portable toilets for those with additional needs at your event.

You can rent portable toilets from local vendors.

You need to designate an area on your site map where portable toilets will be located and also have a plan for when, where and how many will be delivered. For some large events, it may be necessary for the toilets to be emptied during the event. Please keep this in mind when planning their location. The Parks, Recreation & Forestry Department is available to offer guidance and information on this item.

Entertainment and Setup – Step 6

Tents and other structures

Most events plan to use some sort of tent or temporary structure. It's very important that you have a plan of where these tents will be setup especially if they will need to be staked into the ground.

The Parks, Recreation & Forestry Department must approve any staking. If approved, you must call Digger's Hotline to have your event site marked to avoid hitting any underground utilities which can be very dangerous and cause thousands of dollars in damage you will be responsible for.

Digger's Hotline is a free service which will mark underground utilities at your site so that you know where it is safe to stake into the ground.

You must call Digger's Hotline at least 3 working days before your event at (800) 242-8511.

Before you call, it is helpful to review the information you will be asked to provide on the Digger's Hotline website, <http://www.diggershotline.com/>

If you plan to use pop up tents, you simply need to plan where these will be located on your event site map. It is important to consider anchoring the popup tents with a non-staked item like a sandbag or weight should it be windy the day of your event.

With all setup, please keep in mind that your setup and delivery plan must follow recommendations of the Parks, Recreation and Forestry Department. This will help your setup run smoothly and most importantly minimize the risk for damage to city property which you will be liable for if it occurs.

Entertainment

All special events center on some form of entertainment whether it's the food and drink, the activity, or many different things that participants can enjoy.

Please be sure to list all types of potential entertainment you may plan to offer and what procedures you will need to follow when you complete the application.

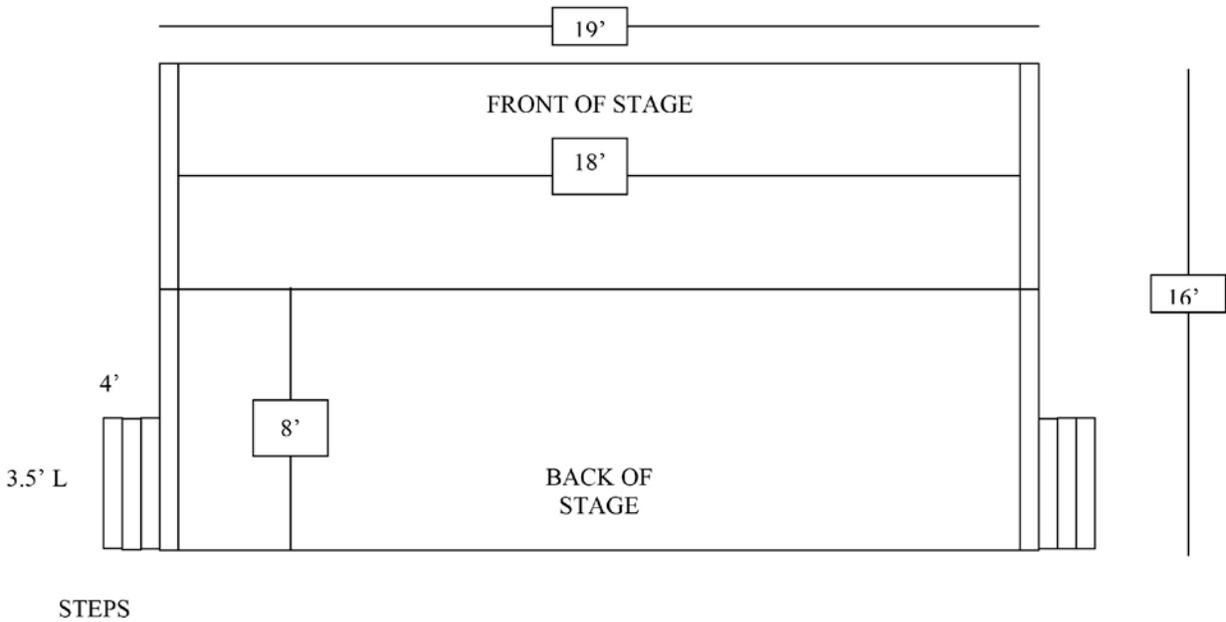
If you do not share all forms of entertainment you plan to have on your application, you risk violating City of Oconomowoc ordinances which can result in fines. You also risk being liable for damages, or injury caused by the result of poor planning.

Stage

If you plan to setup a stage during your event you need to list on your site map where it will be located. You also need to provide information on the company that will provide the stage as well as when they will set it up and take it down.

The Parks, Recreation and Forestry Department has an aluminum stage available to rent for \$750 plus tax. Cost includes delivery, setup and breakdown.

ALUMINUM STAGE DIMENSIONS



STAGE IS 16' X 18'
STAGE PLATFORM IS 31 3/4" HIGH

Other items that are available to rent from the Parks, Recreation & Forestry Department include:

Item	#	Fee	#	Fee
Picnic Tables	1-4	\$100	13-16	\$400
	5-8	\$200	17-20	\$500
	9-12	\$300	21-24	\$600
Benches	1-6	\$100	13-18	\$300
	7-12	\$200	19-24	\$400
Bleachers	1	\$750		

Amplified Sound

Most events have some sort of amplified sounds. Examples are music, a band and announcements over a loud speaker.

When planning to have amplified sound, the most important thing to keep in mind is your surroundings.

- Are you in a City Park that has residences around it?
- Are you planning a run that starts early in the morning?
- Are you planning to have a band play into the evening and beyond?

As with all information you provide on your special event application, complete information on how you plan to use amplified sound is important. Please be considerate of your surroundings when planning this type of use.

Electric – Step 7

If your event requires power, you will need to first determine if the site you are hosting your event at has access to power.

Many park shelters have outlets, but that may not be enough. It's also important to note that items like crockpots, Nescos and other concession or food prep appliances can draw a lot of power.

For example a coffee pot can use up to 10 amps of electricity. A Nesco or crockpot, 12 amps. A band generally needs about 40 amps. Many circuits at park shelters are 20 amps for the entire shelter, so if you have one crockpot plugged in, it leaves you little capacity for anything else.

If you blow a circuit, it's likely that there will not be staff available to reset it and you will lose power completely for the rest of your event. To avoid this or not having enough power, please discuss your power needs completely with us when we review your event application.

Event Promotion – Step 8

We appreciate you letting us know how you plan to promote the event. It helps gauge how many people may be expected to attend and also helps our department field calls should we receive them.

The city offers two opportunities to promote your event on city property if your event is eligible. You can promote your event for free on a sandwich board sign on the city's Village Green. You can also consider promoting your event on a banner at one of two locations – the downtown roundabout and the Oconomowoc Community Center. The Parks, Recreation & Forestry Department has more information on these opportunities.

Event Impact

We always ask that you consider how your event might impact the community around it. If your event will block traffic, have amplified music, or draw large crowds for example, it's courteous to contact the neighbors adjacent to your event whether they are residents or business owners. The Parks, Recreation and Forestry Department can help with ideas on how to contact neighbors of your event to let them know how it will impact them.

Contact us

This guide is not comprehensive regarding every detail that can come up when planning your special event. It is intended to help you think through the process especially if this is your first time planning a special event.

The Parks, Recreation & Forestry Department is here to assist you with planning your special event.

You can contact the Parks, Recreation and Forestry Department at (262) 569-2199 or email the department at parkrec@oconomowoc-wi.gov



Village of Sussex Park Facility Rental Application

N64 W23760 Main Street Sussex, WI 53089
Office: (262) 246-5200 Fax: (262) 246-5222
info@villagesussex.org www.villagesussex.org



Contact Information

Organization Name (if applicable) _____
 Renter or Responsible Party _____
 Home/Cell Phone _____ Email _____
 Address _____ City/Zip _____

Rental Information

Event Date _____ Event Type _____ Estimated Attendance _____
 Arrival Time _____ (include set-up time) Departure Time _____ (include take-down/clean-up time) Event Open to the Public- Yes _____ No _____
 Fee Charged to Attend Event- Yes _____ No _____ Tax Exempt - Yes _____ No _____ (If yes, please include certificate)

Rental Fees

Check, cash and credit card are accepted (checks payable to: **Village of Sussex**).
 A convenience fee will be added to transactions completed online.
 Fees and deposits must be paid at the time of reservation. **(R) - Resident, (NR) - Non-Resident**
A resident is classified by the municipality to whom you pay your taxes.

\$150 REFUNDABLE DEPOSIT REQUIRED WITH ALL RENTALS

Park Open Air Shelters

(Capacity determined by # of picnic tables at each shelter.
 Picnic tables will not be relocated)
 _____ \$155R/ \$184NR Village Park Lions Open Air Shelter (Cap.240)
 _____ \$55R/ \$69NR Village Park Early Days Open Air Shelter (Cap.40)
 _____ \$80R/ \$100NR Village Park North Open Air Shelter (Cap. 60)
 _____ \$45R/ \$57NR Village Park Concession Stand Shelter (Cap. 30)
 _____ \$40R/ \$50NR Army Park Open Air Shelter (Cap. 24)

Enclosed Facilities

_____ \$100R/ \$125NR Village Park Lion's Building (Cap. 40)
 _____ \$75R/ \$94NR Army Concession Stand w/ shelter Cap. 40)
 _____ \$75R/ 94NR Madeline Park Train Depot (Cap. 25)

NEW ... The Grove at Village Park (2 Hour Minimum)

The Oak Room (Capacity 150) (Seated at Tables 104) _____ \$55/ hour (R) _____ \$69/ hour (NR)	The Maple Room & Kitchen (Capacity 75) (Seated at Tables 48) _____ \$45/ hour (R) _____ \$57/ hour (NR)
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Green Space (Approval Needed)
 _____ \$25R/ \$32NR (Village Park Designated Green Space)
 _____ \$25R/ \$32NR Circlemasters Green Space

Additional Options (see page 2 for details)
 _____ \$15 Alcohol Beverage Permit
 _____ \$20 Lion's Building Indoor Restrooms

Soccer Fields (3 hour period per rental)
 _____ \$30 Army #1-6 _____ \$5 Army #7

Baseball/Softball Diamonds (3 hour period/field)

_____ \$15 Village Park #1 South
 _____ \$15 Village Park #2 Central
 _____ \$15 Village Park #3 North
 _____ \$15 Village Park Lighted Diamond
 _____ \$10 Lights for Lighted Diamond (fee/day)
 _____ \$15 Hardball Diamond
 _____ \$15 Army Park #1
 _____ \$15 Army Park #2
 _____ \$15 Army Park #3
 _____ \$15 Army Park #4 (T-ball/Little League)
 _____ \$15 Field Prep Per Diamond
 _____ \$200 Tournament Fee per field

Disc Golf

_____ \$100R/ \$125NR Closure for special event
 _____ \$25R/ \$32NR League (3 hour period per day)

Tennis Courts (fee per court)

_____ \$10R/ \$13NR Melinda Weaver #1
 _____ \$10R/ \$13NR Melinda Weaver #2

Volleyball Courts (fee per court)

_____ \$10R/ \$13NR Village Park #1
 _____ \$10R/ \$13NR Village Park #2

Rental time must include set-up, take-down and clean-up time.

Rental Fee: _____

+ Deposit: _____

TOTAL FEES: _____

General Facility Rental Policies

HOW TO RESERVE

Make your reservation by completing an application; available at the Civic Center or on our website at www.villagesussex.org and submitting it with payment to the Village of Sussex. Reservations must be submitted at least ten (10) business days prior to the reservation date. The ten business day requirement may be waived with approval of the Village Administrator or their designee. Reservations are processed on a first-come, first-serve basis and/or with respect to the priority system that has been established. An authorized representative 18 years old or older of the group who shall be personally responsible for the conduct of the participants and for damages must sign the contract. Reservation requests will be accepted up to one year prior to the event date. Requests for large reoccurring special events, with approval from the Park Board, or weddings may be submitted up to two years prior to the event date. All rental fees are cash pricing.

LIMITS TO RESERVATION TIME

- Programs and facility needs of the Village of Sussex, Village Board/Committees, and the Pauline Haass Library/Committees take precedence over private reservations. In the event a Village need conflicts with an already approved reservation, an alternate will be provided. If that alternative does not meet the expectations of the renter, a full refund will be given.
- The Village can not guarantee privacy to any group.
- Reservations may be limited on holidays and select weekends.
- Reservations are made for a specific time frame. Set-up and clean-up time must be included in the scheduled time. No equipment, supplies, or materials shall be placed at the facility prior to or after the scheduled rental time.
- Renters may reserve park facilities for a limit of two times a month unless otherwise allowed through contract.

LIMITS ON USE OF FACILITIES

- Alcoholic beverages may be served by permit only. Permits are applied for and granted through the Administrative Services Department. Village Board approval required.
- Smoking is prohibited inside all Village public buildings. Violations of these prohibitions may be punishable by law. All smoking refuse must be disposed of properly into the appropriate trash containers, as to not litter.
- Groups of young people under 18 are required to have the rental contract signed by a sponsoring adult who must be present during the rental. Additional security may be required and would be a cost incurred by the renter.
- The Village is not responsible for private equipment or material used in a Village of Sussex facility.
- Any facility decorations must not be removed. Individuals who wish to decorate are encouraged to use free standing decorations. Other decorations must be adhered to windows only. Failure to return the facility to its original condition will result in loss of the deposit.
- All activities must follow the Village Codes.
- All announcements, press releases, flyers, etc. related to groups using a Village of Sussex facility must include the following statement: THIS (MEETING/PROGRAM/EVENT) IS NOT SPONSORED OR ENDORSED BY THE VILLAGE OF SUSSEX.

RENTALS THAT NEED BOARD APPROVAL: These events are required to complete an additional special event rental form. All fees and deposits must be paid at the time of the reservation. Board approval is required for the first year of the event or if changes are made to the original site plan or plan of operation for the event and provided no issues have arisen during the event as determined by staff. Events requiring Board approval must submit the reservation form with payment a minimum of forty-five(45) days in advance of the event date.

- Events open to the public
- Overnight parking/camping
- Driving/Parking automobiles on the grass
- Rentals consisting of more than two days per month
- Rentals that will involve soliciting/selling or for fundraising

SET-UP & TAKE-DOWN/CLEAN-UP

The responsibility for set-up, take-down and clean-up is assumed by the group using the facility for all locations. Failure to do so will result in loss of deposit as outlined in our Deposit Refund Policy. The person responsible must see that the procedures listed for cleaning are carried out, including but not limited to the following:

- Assume responsibility for the contents and security of the building. Opening and closing the building securely will avoid loss of deposit to the user for damage from vandalism.
- Leave the facility/shelter/park in the condition it was found. Nothing can be left on the premises overnight. You may not come in early in the next morning to clean-up. Renters must bag and remove all garbage from the cans and deposit the trash and/or recyclables into the appropriate dumpsters that are provided at each location.
- Sweep the floor of the facility, wipe the tables and surfaces after use, and clean/mop/vacuum any stains or spills.

FEES & DEPOSITS

All fees and deposits must be paid at the time of the reservation. Fees are subject to change. The deposits will be cashed at the time of the reservation and any refundable deposit will be returned after the event. Water available from an outside faucet at the Lion's Building and the Lion's Den only. Additional fees may be invoiced at the discretion of the Village, depend on the type, size and duration of the event.

KEY & DEPOSIT REFUND POLICY:

Providing no damage or vandalism to property occurs, as well as general cleanliness of reserved area is maintained, any refundable portion of the deposit will be returned to the remitter within 30 days after the event. If the rental requires a facility key, there is a \$25 refundable key deposit incorporated into the stated deposit amount. The key can be picked up at the Civic Center during normal business hours. Failure of the responsible party to pick up the key during business hours and staff is contacted to issue a key, a \$50 fee will be assessed and held from the deposit. The key must be returned to the Civic Center no later than the next business day. A drop box in the north vestibule is accessible 24/7. A minimum of \$50 will be assessed for the failure to empty the trash and recycling receptacles after the event. If the building is not left in the original condition, a cleaning fee will be assessed at \$40/hour (2 hour minimum) for events held during a weekday between 7am-3:30pm or \$60/hour (2 hour minimum) for events held on weeknights after 3:30pm or anytime on weekends. If the deposit does not cover the costs associated with damage or clean-up to the facility, the responsible party will be invoiced for the remaining fees.

CANCELLATION POLICY: Cancellations will be issued ONLY if the department is notified in writing **30 days or more** prior to the scheduled date. Failure to cancel a reservation at least thirty (30) days in advance will result in forfeiture of the entire deposit. If an event is cancelled prior to thirty (30) days before the event date, the group will forfeit a \$25 administrative fee which will be taken from the deposit. If the event has been cancelled due to adverse weather conditions or rain out, the Parks and Recreation Department must be contacted within twenty-four (24) hours to inform staff of the cancellation. If possible, arrangements can be made for another date. Rain cancellations can be rescheduled at no cost. All Village activities (i.e. youth sports, special events, special board meetings) supersede any outside reservation. All reservations are subject to review.

RETURNED CHECKS: Checks written and returned as not payable will be charged \$30 for each returned submission. Participants will be removed from reservation list until the issuer "makes good" on the amount of the returned checks and pays the accrued service charges in full.

TAX EXEMPT: If your group is tax-exempt, a WI Sales and Use Tax Exemption Certificate must be appropriately completed, signed and submitted with the final signed contract. Copies of these certificates are available upon request. Tax-exempt status allows organizations to receive the resident rate.

FACILITY PROBLEMS

Prior to the day's event, contact the Sussex Civic Center at 262-246-5200. **If the problem occurs the day of the event, please call the Village's on-call employee immediately at 414-587-1965.**



Additional Rental Policies Per Facility Type

Enclosed Facility

(Civic Center, Madeline Depot, The Grove, Lion's Building)

LIMITS TO RESERVATION TIME

- Hours for rentals: Sunday through Thursday (8am - 10 pm), Friday through Saturday (8am - 12 am).

LIMITS ON USE OF FACILITIES

- To preserve our facility, the use of glue, tape, tacks, nails, staples, confetti, glitter or similar products are prohibited. Decorations may only be adhered to windows with the use of damage free products (i.e. Command products line or glue dots).
- Candles must be dripleless and enclosed in a glass container of sufficient height to cover potential flame.
- Village of Sussex equipment is not available for use during a rental.

CLEAN-UP

Janitorial supplies are available for use - sink, paper towels, broom, mop, etc. (Lions Building rentals only - Supplies are located in the last stall of the ladies restroom, slide lock just over left top side of the door.) *Providing these items is a courtesy to our guests, please utilize.*

YOUTH ORGANIZATIONS UTILIZING/RENTING PARK FACILITIES

Youth organizations within the Hamilton School District may use the Lion's Building at Village Park free of charge with Park Board approval. All other park and recreation buildings will require the appropriate fee if rented. To be considered a youth organization, groups must consist of school aged children (examples: Boy Scouts, Girl Scouts, 4-H Club). Also, the group must have an adult supervisor at all meetings. All groups must fill out a Park/Facility Rental Request Form at the beginning of the calendar year (January 2). Groups must pay a \$100 deposit at the time of the rental request. Groups/individuals may not use the building for personal use without reserving it and paying the appropriate fees. If a group is found using the building without notifying the Parks and Recreation Department, they will lose their privileges to use the building. Youth organizations using the Lion's Building for regular meetings are asked to give back to the community by setting aside two days per year to help clean up the parks in the Village of Sussex. This time should be scheduled with the Parks and Recreation Director at 262-246-5200.

Outdoor Facility

(Open Air Pavilions, Concession Stands, Green Space, Fields/Courts)

RESERVATIONS

All organized groups shall reserve a field/court, shelter or building before utilizing Village of Sussex facilities. An unorganized group is any group that is less than 10 people. All other groups are considered organized. To guarantee facility availability, unorganized groups must reserve the facility.

LIMITS TO RESERVATION TIME

- All parks close at 9 pm with the exception of Village Park and Armory Park which close at 11 pm. Our indoor facilities can be rented until 11 pm. Extended hours can be requested. Approval of the Board is required.

LIMITS ON USE OF FACILITIES

- No parking on the grass or vehicles driven on the grass; unless otherwise agreed upon.
- All pets must be leashed and under control of its owner at all times. Clean up after your pet.
- Charcoal must be properly disposed of in the labeled containers.
- Treatments using pesticides or insecticide by groups renting Village of Sussex facilities is prohibited unless prior approval has been received by the group for such activity.



I _____ agree and understand that my rental and it's attendees need to comply with the Waukesha County Mass Gathering guidelines as they are at the time of my rental. I recognize it is my responsibility as the renter to be at or under the group size limit, in addition to enforcing social distancing and excellent personal hygiene.

I recognize that this agreement is in addition to all of the other binding requirements that are normally a part of my rental, as agreed to on the rental application.

If I am renting an indoor facility space or pavilion, I recognize that I will be assessed an additional \$25 cleaning fee to the cost of my rental, to allow for proper sanitation prior to and after my rental.

I also recognize that if I do not abide by these regulations, that I may be jeopardizing future rental opportunities with the Village of Sussex.

Full Name of Responsible Party, Printed

Full Name of Responsible Party, Signed

Today's Date

Organization (if applicable)

Rental Date(s)

Rental Location

MEMO

TO: Park and Recreation Board

FROM: Kelli Yogerst, Recreation Director

RE: Park Rental Policy

The following Recreation Departments were contacted to receive their park facility rental policies. In the packet, you will find the communities' policies for renting facilities and special events. Information in their policy directly relevant to the discussion is included below, in addition to quotes from emails from the contact person for each community.

VILLAGE OF SUSSEX

The following is found in Village of Sussex's Rental Policy.

These events are required to complete an additional special event rental form. All fees and deposits must be paid at the time of the reservation. Board approval is required for the first year of the event or if changes are made to the original site plan or plan of operation for the event and provided no issues have arisen during the event as determined by staff. Events requiring Board approval must submit the reservation form with payment a minimum of forty-five(45) days in advance of the event date.

- Events open to the public
- Overnight parking/camping
- Driving/Parking automobiles on the grass
- Rentals consisting of more than two days per month
- Rentals that will involve soliciting/selling or for fundraising

Comments from Halie Dobbeck, Village of Sussex Recreation Director

"If a rental is open to the public or over 200 people, it must receive board approval. Once they receive approval, if their rental is the same the following year, they do not have to get board approval again. We rent all buildings and pavilions. We rent soccer, baseball/softball fields, volleyball courts. We do not rent Pickleball or basketball. "

VILLAGE OF PEWAUKEE

The following is found in City of Pewaukee's Rental Policy.

What is a Special Event? The City of Pewaukee's Special Event Ordinance defines a special event as...

- any activity that uses public streets, rights-of-way, sidewalks, or private property or may require increased levels of City services. This includes, but is not limited to, fairs, festivals, sports events, foot runs, walk-a-thons, bike-a-thons, bike races, markets, outdoor merchandise sale, parades, parade of homes, exhibitions, auctions, dances, motion picture filming and other similar events.

Further, the City defines special events into different class levels which help determine what level of impact they will have on the community.

- Class I: A special event in which any of the following occurs: has more than three hundred (300) people; where alcohol is sold or served; outdoor entertainment/amplified music; tents larger than four hundred (400) square feet; or lasting more than two days.
- Class II: A special event with more than one-hundred fifty (150) people and no alcohol is sold or served or no outdoor entertainment/amplified music is provided.

Recited from Ordinance 12-09 Repeal and Recreation 11.07 Special Events Permit Permit Review.

- a. The Clerk shall review Class II application for conformity with the provisions of this section and the comments from the Departments and if the applicable requirements are met, shall issue a permit.
- b. The Common Council shall review all Class I permit application and Department recommendations and either deny the permit, approve the permit or approve the permit with conditions. The permit shall be issued by the clerk.

The following is found in City of Pewaukee's Rental Policy.

Determine When and Where to Hold Your Event: Do you plan to use one of the parks for your event? If yes, you will need to contact the Pewaukee Park and Recreation Department to reserve the park, and request to get on the next agenda of the Joint Park/Recreation Board who will need to give you permission to utilize the park. This Board will also determine what will be charged for use of the facility – it may or may not follow the regular rental rates. All park rules, regulations and policies must be adhered to.

Comments from Monica Kaskey, Pewaukee's Recreation Supervisor

"On a general basis people do not need to get board approval. They can rent our buildings, our athletic fields and our pavilions right through our office for parties, events, tournaments, etc. However, if something falls outside of our normal guidelines or it is large enough to be considering a 'large special event', they would need to get approval for that. Examples would be an event for over 300 people, an event that falls outside of the normal rental hours, a rental for profit (like a concessions stand or beer garden using one of our facilities) or a rental of a building or park that is not on our rental list. Like at Lakefront Park. We do not rent that out except for special events like Waterfront Wednesdays Concert Series, Beach Party, Waterski Shows, Antique Boat Show, etc. For athletic facilities, we only reserve baseball diamonds or soccer fields. We do not rent out sand volleyball, tennis courts or basketball courts. Those always remain first-come, first-served."

CITY OF OCONOMOWOC

The following is found in City of Oconomowoc's Rental Policy.

Band Shell requires Director's approval.

The following is found in City of Oconomowoc's Special Events form.

If your event will be held in a City of Oconomowoc Park, you will need to agree to and follow the City of Oconomowoc Park Rental Policy and pay the necessary fees.

What qualifies your event as a special event?

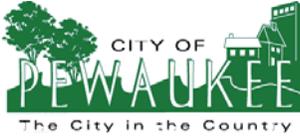
Here are a few examples of things that would classify your event as a special event and require that you go through the City of Oconomowoc's special event approval process.

- All or part of the event takes place on city property
- A large number of participants are expected.
- The event will be promoted to the general public
- Admission will be charged
- Use of the park is outside the parameters of a family picnic or gathering
- Food and drink will be sold
- You will have amplified sound, bounce houses and other entertainment
- The purpose of the event is to raise money, whether for a non-profit/charity or as a commercial venture
- The event will use extensive space in a park and/or be held beyond normal park hours.

Comments from Jennifer Froemming, City of Oconomowoc Recreation Manager

"The Park and Rec Director has the authority to approve rentals of the Bandshell. We do have a limit of two bandshell uses per week due to sound and the neighbors. Super large events would go through the special events process but that is managed by our department. It looks like we do not have a separate Bandshell policy. We do limit to 2 per week as well and large events have to go through our special events process too."

Overall the findings in this information is that events that require Board approval is dependent on various and similar factors for each community.



W240 N3065 Pewaukee Road
 Pewaukee, WI 53072
 262-691-0770, FAX: 262-691-1798
www.cityofpewaukee.us

SPECIAL EVENT PERMIT APPLICATION

May 2012

Permit approved	_____	Date	_____
Permit fees paid	_____	Date	_____
Deposit paid	_____	Date	_____
Deposit returned?	_____	Date	_____
FEES ARE NON-REFUNDABLE			

APPLICATION AND PERMIT FEE IS DUE 90 DAYS PRIOR TO YOUR EVENT.

ORGANIZATION INFORMATION

Name of Organization			
Street Address	City	State	Zip
Phone Number	Are you a 501(c)3 Organization? <i>Circle one</i>		Yes No
Event Contact Person (First & Last Name)			
Address	City	State	Zip
Email	Phone Number	Day of Event Phone Number	

EVENT INFORMATION

Name of Event	Date(s) of Event		
Event Start Time	Event End Time		
Location of the Event*			
Will your event take place in a residential neighborhood? <i>If yes, you will be required to notify all adjacent property owners when the event will occur. Circle One</i>			Yes No
<i>You MUST attach a detailed map/sketch of your event indicating the specific location, layout of your event, the direction of the route, including all turns and the number of traffic lanes to be used. *If you are using a City Park, you must reserve the park through the Park/Recreation Department prior to getting your special event permit approved by the Common Council. Call 262-691-7275.</i>			
Generally describe your event and its purpose			
Based on the class definitions found in the manual, what class is your event? <i>Circle One.</i>		Class I	Class II
Estimated Number of Participants	Spectators	Vendors	

OTHER INFORMATION

Is there an outdoor bar that will serve alcohol? <i>If yes, liquor and bartender licenses are necessary under separate application. Circle One.</i>		Yes	No
Please list the number of City of Pewaukee licensed bartenders that will be on site:			
Will you be selling/serving food? <i>If yes, you will need to contact the Waukesha County Health Department for proper permits. Circle One.</i>		Yes	No
Will you be selling merchandise? <i>If yes, you will need to obtain a Peddler's Permit under separate application. Circle One.</i>		Yes	No
Will your event need electricity? <i>If yes, the Fire Department and Building Inspection Department will need to inspect prior to being energized. Circle One.</i>		Yes	No
Will you be setting up any lighting? <i>If yes, the Fire Department and Building Inspection Department will need to inspect prior to being energized. Circle One.</i>		Yes	No
Will your event require any fencing? <i>If yes, please provide plans for the fencing location and the gates. Circle One.</i>		Yes	No
Does the event involve fireworks? <i>If yes, you will need to obtain a fireworks permit under separate application. Circle One.</i>		Yes	No
Does the event involve amplified music? <i>Circle One.</i>		Yes	No
If yes, will the amplified music be a (<i>Circle one</i>) :		Band	DJ
Hours of amplified music:			Other
Please list the number of security staff you will be providing for the event:			
Will you need barricades provided by the City for your event, if so, how many?			
Will you be erecting any tents, canopies or other temporary structure(s)? <i>If yes, You will need to provide a plan for their proposed locations and the Fire Department and Building Inspection Department will need to inspect these structures prior to the start of your event. Circle One.</i>		Yes	No
Will you be providing portable restrooms and wash stations? <i>Circle One.</i>		Yes	No
<i>If yes, how many will you provide and where will they be located? Also how will solid waste be disposed of?</i>			
Will you provide parking for participants? <i>Circle One.</i>		Yes	No
<i>If yes, where will parking be available?</i>			
Will you provide a dumpster/clean-up services? <i>Circle One.</i>		Yes	No
<i>If yes, please describe your clean-up and refuse collection plan.</i>			

OTHER INFORMATION CONTINUED

What other assistance do you foresee needing from the City (personnel, materials, and/or equipment)?

Have you reviewed and do you have a copy of the **City of Pewaukee Special Events Manual** as well as the **City Special Events Ordinance**? *Circle One.*

Yes

No

INSURANCE REQUIREMENTS

The Special Event Sponsor will obtain liability insurance for an event that includes alcohol, has more than 150 people per day or involves a road closure. Proof of this insurance with coverage no less than \$1,000,000 which names and endorses the City, its officers, agents, employees and contractors as an additional insured party is due no later than 20 days before the event.

Are you able to provide these insurance documents, if required? *Circle One.*

Yes

No

DEPOSIT REQUIREMENTS

The applicant may be required to submit to the City a cleaning/damage deposit of \$200 per day for each scheduled day of the event (or portion thereof), two weeks prior to the starting date of the event. The deposit shall be refunded to applicant, if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the City for loss or cleaning costs. The City reserves the right to retain the entire deposit if cleanup is not completed satisfactorily in the time frame as specified in the permit. Unless otherwise stated in the permit, the applicant shall be fully responsible for all necessary cleanup associated with the permitted event to be completed within twelve (12) hours after the conclusion of the event. (This deposit is separate from any deposit required by the Park/Recreation Department for park use).

TERMINATION OF AN EVENT

The City reserves the right to shut down a special event that is in progress if it is deemed to be a public safety hazard by Police Services and/or Fire Department and/or there is a violation of City Ordinances, State Statutes or the terms of the Applicant's permit. The City Administrator and/or his/her designee may revoke an approved Special Events Permit if the applicant fails to comply in good faith with the provisions of the permit prior to the event date.

By signing this form, the applicant certifies authorization to act on behalf of their organization and hereby agrees to hold the City, its officers, employees, agents and contractors, harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney's fees) incurred by the City for any damage or injury to person or property caused by or resulting directly or indirectly from the activities for which the permit is granted. Any change to coverage requires City approval.

Signature of Applicant

Date

For staff use only

Fees collected with application submission:

_____ **Class I Event**

_____ **Class II Event**

_____ **PERMIT FEES CHARGED**

_____ **Common Council approval**, if necessary, on:

_____ **Police Services approval***:

Application forwarded to:

Administrator

Building Inspector

Fire Chief

Park & Rec Director

Police Services

Public Works Director

_____ **Fire Department approval***:

Add'l fees charged by Departments

_____ **Administration**

_____ **Building Inspection**

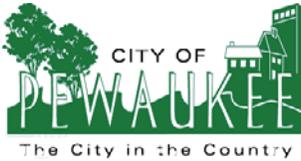
_____ **Fire**

_____ **Public Works**

_____ **Police Services**

_____ **Security Deposit**

*Comments/concerns should be attached separately



SPECIAL EVENT APPLICATION CONTACT INFORMATION & FEES SHEET

W240 N3065 Pewaukee Road
 Pewaukee, WI 53072
 262-691-0770, FAX: 262-691-1798
www.cityofpewaukee.us

DEPARTMENT CONTACTS:

Clerk/Treasurer	691-0770	Park & Recreation	691-7275
Building Inspection	691-9107	Police Services	691-0921
Fire	523-4616	Street Department	691-0771
		Water/Sewer Utility	691-0804

CITY PERMIT AND OTHER FEES:

Barricades	Up to 6 barricades - \$35; over 6 barricades - \$70
Class I event	\$300 per day
Class II event	\$150 per day
Electrical Inspection	\$60 per inspection
EMS service (ambulance on site)	\$250.00 per hour
Fireworks Permit	No charge; State and local permit required
Garbage cans (55 gallon)	\$5.00 per garbage can
Park Rental Permit	To be determined by the Joint Park/Recreation Board
Peddler's Permit	\$10.00 application fee; additional \$20.00 per day charge or \$100.00 per week.
Pre-event Safety Inspection	\$75.00 per hour
Security Deposit	\$200.00 per day; May encounter an additional deposit if utilizing a park facility.
Temporary Bartender License	\$10.00
Temporary Class B (Picnic) Beer & Wine Licenses	\$10.00 (Use form AT-315)
Tent Inspection	\$31.65 if under 2500 sq. ft.; per tent, per inspection. Each tent requires separate application.



SPECIAL EVENT MANUAL

This manual was created to give event organizers a tool to assist them with creating a successful event and follow the proper protocol for requesting City Services.

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CITY ORDINANCE REGARDING SPECIAL EVENTS	

INTRODUCTION

The City of Pewaukee enjoys many fine and entertaining special events throughout the year. The City is committed to supporting quality events and this manual is a tool to help ensure your event's success. If this is your first time planning an event or if you have been hosting an event through the City for years, this manual will give you guidance on what is expected of you from the City.

After reading through this manual, we highly suggest you call the City Clerk at 262-691-0770, to arrange for an initial planning meeting to discuss your event prior to turning in any applications. The City requires staff to review your permit and make recommendations to the Common Council, if required, for approval, approval with conditions or denial of the permit. This is why the application is due 90 days prior to your event.

Although this guide should help you determine everything you will need to hold a successful event, ultimately, the City reserves the right to require additional permits and/or services they see fit to ensure the event is safe. Any additional permits and/or services required by the City will be at the cost of the event organizer.

What is a Special Event?

The City of Pewaukee's Special Event Ordinance defines a special event as...

...any activity that uses public streets, rights-of-way, sidewalks, or private property or may require increased levels of City services. This includes, but is not limited to, fairs, festivals, sports events, foot runs, walk-a-thons, bike-a-thons, bike races, markets, outdoor merchandise sale, parades, parade of homes, exhibitions, auctions, dances, motion picture filming and other similar events.

Further, the City defines special events into different class levels which help determine what level of impact they will have on the community.

Class I: A special event in which any of the following occurs: has more than three hundred (300) people; where alcohol is sold or served; outdoor entertainment/amplified music; tents larger than four hundred (400) square feet; or lasting more than two days.

Class II: A special event with more than one-hundred fifty (150) people and no alcohol is sold or served or no outdoor entertainment/amplified music is provided.

If you are planning an event at your home or other residential area and plan to have 50-150 people, you will need to contact City Police Services at 262-691-0921 to make them aware of the event however no special event application is necessary.

Consider how your event plans work with the Community:

As you begin the preliminary plans for your event, think carefully about the impact you will have on the community as a whole. The following are some common impacts that thoughtful planning can help reduce:

- When you close a street, even for two or three blocks, traffic issues will arise as it will need to be rerouted or turned away.
- Does your street closure block or impede access to police stations, fire stations, churches, schools, businesses or residences?
- Are you planning to serve/sell alcohol at your event? If so, how will that use affect participant safety and enjoyment of the event as well as security and insurance costs?
- Will you have music? If so, what type of music will you have and how will the noise impact the surrounding neighborhood? What kind of audience behavior does this kind of music typically bring about?
- Ensure your event is accessible to the disabled. (Disabilities include but are not limited to vision, hearing, and physical limitations.)
- Are there other events planned in the City on the same day as yours or immediately before or after yours? If so, multiple events in a small timeframe may be denied due to limited resources available to assist with the events.

STEPS TO TAKE

Who Should I Contact First?

The Special Event permit application process is coordinated through the Clerk's office. This office is located in City Hall, W240 N3065 Pewaukee Road, Pewaukee, WI. The application may be obtained from the City Clerk's office or from the City's website at www.cityofpewaukee.us. **Special Event applications are due to the Clerk's office 90 days prior to your event.**

Based on the nature of your event, a variety of permits may be required and this manual will help you identify those and who to contact if you have questions.

Determine When and Where to Hold Your Event:

Do you plan to use one of the parks for your event?

If yes, you will need to contact the Pewaukee Park and Recreation Department to reserve the park, and request to get on the next agenda of the Joint Park/Recreation Board who will need to give you permission to utilize the park. This Board will also determine what will be charged for use of the facility – it may or may not follow the regular rental rates. All park rules, regulations and policies must be adhered to.

Will your event take place in a residential neighborhood?

If yes, then you will be required to notify all adjacent property owners when your event will occur as well as what your event will entail. The City can assist you in determining which property owners should be notified based on the location of your event.

Do you plan to close and/or use a public street or right-of-way for your event?

If yes, then you will need to have your request reviewed by the Department of Public Works and Police Services. They will ensure that all safety measures are met and the street closure(s) will not adversely affect traffic flow. Also, there may be some limitations on use of certain streets if they are under construction during your event.

Barricades are available through the City. However, you will need to submit a specific plan of where the barricades shall be located as well as what time they need to be in place and what time they will be taken down. You will be charged for use of these barricades. City Police Services may require you to have barricades for your event even if you do not feel they are necessary. If barricades are required, it is at the expense of the event organizer. (See FEE SHEET for detailed costs).

Even if your event does not require street closures, it may generate unusual pedestrian and/or vehicular traffic. This not only affects the event's participants but also those who live and work in the area surrounding the event's location. Changes in traffic flow must be considered in the planning process.

Where will all of the participants park?

In case of large events, consider establishing parking in other sites and shuttling participants to the event. If you are requesting special parking restrictions, you must contact Police Services to discuss this request.

Another consideration for parking is the availability of disabled parking stalls. If you do not plan for disabled parking stalls within a reasonable distance from your event site, you may discuss with Police Services and the Department of Public Works ways to accommodate those with special needs.

A detailed map of the event location, proposed street closures, intended route, if applicable, MUST BE PRESENTED AT THE TIME OF PERMIT APPLICATION.

OTHER ITEMS TO CONSIDER

Will you be serving/selling alcohol?

If you are selling alcohol, you will need to obtain a temporary license through the City of Pewaukee with a different application. This temporary license is only good for sales of wine and beer and is only available to organizations that are considered to be bona fide clubs. You must also provide at least one City of Pewaukee licensed bartender who must be on site where these sales will occur for the duration of your event. If you are currently a business with a liquor license from the City of Pewaukee, and you wish to sell alcohol outside of your current premises, you will need to go before the City Common Council for approval to extend your license beyond the current premises.

If your event is in a park, you may not serve beer or wine after 10:00 pm. If you wish to sell beer or wine in a park, you again would need to adhere to City policy by getting a temporary license and providing a City of Pewaukee licensed bartender. Although having alcohol at your event may be advantageous, you may also incur greater costs and risks; please read the insurance requirement section of this manual thoroughly.

Helpful tips to organize a safe and successful event when serving/selling beer or wine:

- Sales of beer or wine must be under the control of your organization at all times. You are the responsible, legally liable party if problems arise because of the improper conduct of your beverage servers.
- The legal drinking age is 21. You should require bona fide identification from anyone who appears under the age of 30. Proper identification must be issued by a governmental agency with the name, date of birth, a physical description and a photograph of the person presenting the identification.
- Do not sell, furnish or give beer or wine to anyone who is obviously intoxicated.
- Identify non-drinking designated drivers and offer them free non-alcoholic beverages. This can be done by providing colored wristbands or other means of easy identification.
- Limit sales or service of alcoholic beverages to two (2) drinks per person at any one time.
- Provide food at your event.
- Prohibit anyone from bringing their own alcoholic beverages to your event.
- Provide adequate security at your event, especially if it is open to the public.

Will you be serving/selling food?

When selling/serving food, the event organizer must contact the Waukesha County Health Department. You will be required to provide to the City proof of approved permits by Waukesha County prior to the start of your event.

Will you be selling merchandise?

If you plan to sell merchandise, you will also need to obtain a Peddler's Permit from City Hall. The permit application is available at City Hall. There is a \$10 application fee for this license plus an additional \$20 per day charge or \$100 per week depending upon the duration of your event.

What security will be needed?

For the safety of your event's participants, security personnel are a necessity. Events including alcohol or minors may involve a higher risk and may require more security.

Events should have security personnel at the rate of one security guard for every 300 people present if alcohol is available, or one security guard for every 600 people if alcohol is not available. One member of the security personnel must be designated as the "Head of Security" who can be contacted at any time by Police Services, Fire or the Waukesha County Health Department.

Points to consider when planning security for your event:

- Entry points
- Boundaries
- Bordering streets between your event's location and parking areas
- Parking lots
- Site where admission is charged, if applicable. You may want to consult with Police Services for transferring money.
- Doors of spectator areas to watch for suspicious behavior, if applicable.
- Restrooms or concession areas
- Restricted access areas such as reserved areas, medical/first aid centers, or other key locations where the general public is not allowed.
- VIPs and Public Officials

The Fire Department and/or Police Services, depending on facts and circumstances specific to each event, shall have the discretion to modify this ratio as they deem necessary.

Will you be having a band or amplified music?

If yes, there are a number of items that need to be considered.

- Is there a stage available at your proposed location or will you need to obtain one?
- Is there sufficient electricity to supply the band/amplified music's equipment?
- Will a tent be required?
- What hours will the band/amplified music be playing – will this comply with the City's noise ordinance?

Noise is regulated within the city limits of the City of Pewaukee. In general, the ordinance states that no person shall make or cause to be made any loud, disturbing, or unnecessary sounds or noises that might annoy or disturb another. If the City were to receive a complaint regarding your event, Police Services have the right to shut down that aspect of your event. Therefore, it is highly encouraged to notify surrounding residents/businesses of your event so they know ahead of time what your event is and what can be expected in regard to noise. If you are planning your event in a park, your amplified music would need to end by 10 pm as parks close at that time.

PLANNING FOR FIRE PREVENTION AND LIFE SAFETY

Will your event be held outdoors?

The Pewaukee Fire Department is committed to a fire prevention program that places a high priority on the safety and welfare of the public while minimizing potential fire and life safety hazards. Establishing fire prevention and life safety procedures at your special event is an essential component of the event planning process.

If you are holding an outdoor event, your event must be reviewed by the Fire Department. Items of concern include general fire and life safety, crowd capacity, access for emergency vehicles, configuration and identification of all vendors cooking with flammable and

combustible liquids and/or gases, or potentially hazardous cooking appliances. A copy of your Special Event application will be forwarded to the Fire Department for review. This review process is required for ALL special events.

Will any fireworks, open flame or pyrotechnic devices be used?

If yes, you will need to contact the Pewaukee Fire Department for the necessary permits and regulations. Permits must be applied for a minimum of 7 days prior to the event.

The use of any pyrotechnic device shall be handled by a competent adult operator and shall be of such composition, character and be located, discharged or fired, as in the opinion of the Fire Chief, shall not be hazardous to property or endanger any people. City ordinances and State Statutes shall regulate the outdoor use of pyrotechnic devices.

Will you be erecting a tent, canopy, or other temporary structure?

If yes, again you will need to work with the Pewaukee Fire Department as well as the Building Inspection Department. Any temporary structures are regulated through the City of Pewaukee. Each vendor is responsible for obtaining a tent permit and inspection as well as for paying the inspection fee. If you plan to erect a temporary structure in a park, you will need to obtain permission from the Joint Park and Recreation Board.

Will you need electricity and/or setting up lights?

If yes, again you will need to work with the Pewaukee Fire Department as well as the Building Inspection Department. Also, any cords/service lines should be protected to avoid a trip hazard or grounding hazard. Electric service will need to meet all code requirements.

Will you be putting up a temporary fence?

Some events attempt to control the area in which participants are allowed to roam. Therefore if you plan to erect a temporary fence, you will need to work with the Pewaukee Fire Department as well as the Building Inspection Department. Items of concern here are how structurally sound the fence is as well as entry/exit points not only for participants but also for emergency personnel and vehicles.

Do you have the ability to provide potable water access if there isn't one on site?

Potable water access means you are able to provide water that humans can drink on site. Some special event sites may not already have access to water through the City or another means. Therefore it is the responsibility of the event organizer to ensure drinking water is available for all participants attending the event. This is especially important if you are offering an athletic event.

RISK MANAGEMENT AND INSURANCE REQUIREMENTS

Risk Management

Risk management in special events is defined as “recognizing the possibility of meeting danger or suffering harm or loss and organizing or planning to minimize or eliminate said danger, harm or loss.” Ensuring that appropriate risk management practices are in place is a priority for the City of Pewaukee.

Some areas of risk management that should be observed by special event organizers:

- Develop volunteer management practices – identify who is in charge and communicate that to all volunteers. Monitor the event volunteers to ensure that the necessary work is being completed.
- Be clear about the role of Police Services at your event and enhance communication throughout the event. Consult with Police Services and emergency personnel for input and advice while developing the safety/risk management plan.
- Be aware of safety standards and/or inspections related to buildings, vehicles, carnival rides and tents, ensuring safe egress from tents and fenced in areas.
- Have emergency plans specific to the event activities, including communication and responsibilities, coordination with authorities, weather conditions, lightning, and personal and property damage.
- Coordinate fire safety/protection for all tents and commercial cooking functions, and the safe handling of propane gas.
- Inform all participants of safety requirements specific to events that take place on waterways.
- Have a bleacher inspection and certificate of inspection from the installer for any bleachers that are brought in for spectators.
- Do a “walk through” of the event looking out for tent stakes and ropes, electrical connections, compressed gas cylinders like helium, cables and hoses across walkways, absence of barriers to restricted areas; try to see the grounds through the eyes of a participant.

Inform and Train Volunteers

Volunteers can be the most valuable people at your event. They should be briefed prior to the event on what they may and may not do. They should be thoroughly informed and it is often a good idea to provide them with job descriptions. Tell them who is in charge and who to contact if a problem develops. Be sure they are familiar with the building or area so they can direct people to restrooms, fire exits, or other key locations. Remember, the volunteer’s task may seem clear to you, but they are not as familiar with all of the plans you have made.

Make your volunteers easily identifiable to those attending your event; provide them with vests, pins, armbands, hats, etc. so guests can easily recognize someone affiliated with the event.

Liability Insurance

The special event sponsoring group may be required to supply the City with a Certificate of Insurance demonstrating the required level of insurance coverage (minimum of \$1,000,000 unless otherwise specified by the City) in addition to providing the City with a copy of insurance policy endorsement language demonstrating that the City, its officers, agents, employees and contractors are named and endorsed as an additional insured party. (The City Common Council may require a higher limit depending upon the details of your event.) Those events that may be required to provide the aforementioned insurance indemnification include, but are not limited to,

- 1) An event that includes alcohol, or
- 2) An event that is anticipated to have attendance greater than 150 people per day, or
- 3) A multi-day event.

The applicant shall hold the City, its officers, employees, agents, and contractors harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney's fees) incurred by the City for any damage or injury to a person or property caused by or resulting directly or indirectly from the activities for which the permit is granted. Proof of this insurance is required to be turned into the City no less than twenty (20) days prior to the start of your event. If any modifications occur to your insurance terms, you must also notify the City immediately. Any change to coverage requires City approval. Also, if your coverage is canceled or no longer meets the City's requirements, the permit will be rescinded.

TOILET FACILITIES AND CLEANUP

Refuse Collection/Site Clean Up

The event sponsor should have a litter control plan in place and pick up trash/litter before, during and after the event. A recycling plan is also highly recommended and many park facilities have recycling containers onsite.

The event organizer is responsible for requesting additional trash cans if you are using a park area and then emptying them and putting trash into a dumpster throughout the event (if determined necessary by the Joint Park and Recreation Board and/or the City Council). The Park/Recreation Department may have extra 55 gallon garbage cans you can rent for your event – see FEE SHEET for detailed costs. These garbage cans are on a first-come, first-served basis and Park/Recreation Department needs are met first. The event organizer will be responsible for providing 55 gallon trash bags and for ensuring they are empty and clean when being returned. Other times, park maintenance staff will empty the trash receptacles after your event; however this typically only happens when the event is expected to be less than 200 people.

The City of Pewaukee does NOT provide dumpster service for event organizers. It is suggested that you contact a local waste management company and determine where and when a dumpster can be made available to you. This information will need to be included during your application process so it is best to have those details sorted out early. If at the end of your event, clean up is not up to City standards, your security deposit will be used to pay to have it cleaned. If cleaning charges are more than your security deposit, the event

organizer will be billed for those services and must repay the City within 30 days of receiving the bill. (If you do not pay the bill, you will not be able to request another special event within the City of Pewaukee).

Do you need portable restrooms and hand washing stations?

Event planning should include requirements for sanitation and waste management plans. An event that does not provide for the personal comfort of patrons, or leaves an unsightly mess with litter and trash, will damage its own future as well as negatively affect the image of the City.

Portable restrooms: Although some spaces, such as parks, have toilet facilities, depending upon your expected attendance, additional portable restrooms and hand washing stations should be available on site. Typically one portable restroom will allow for 200 uses if it is not pumped and cleaned in between. Therefore you may wish to use the following guidelines when attempting to have enough portable restroom facilities available:

	Average hours of event									
Ave. Size Crowd	1	2	3	4	5	6	7	8	9	10
500	2	4	4	5	6	7	9	9	10	12
1,000	4	5	8	8	9	9	11	12	13	13
2,000	5	5	9	12	14	16	18	20	23	25
3,000	6	8	12	16	20	24	26	30	34	38
4,000	8	13	16	22	25	30	35	40	45	50
5,000	12	15	20	25	31	38	44	50	56	63
10,000	15	25	38	50	63	75	88	100	113	125

These numbers do not take into consideration if there are surrounding facilities available perhaps at a local business that is participating in the event or again if the event is being held at a park.

MEDICAL SERVICES

When planning a special event, there are questions you should ask yourself to determine any medical/first aid needs:

- How many people will be expected to attend? Medical demands vary – an event expecting 200 people will have different medical/first aid needs than an event with 5,000 people.
- Is your event being held during daylight hours or at night? Nighttime hours will require a lighting plan to ensure all participants are safe and can see where they are going.
- What are the demographics of your anticipated crowd? Does your particular group have any potential health issues that should be considered?

- What time of the year is your event being held? Do you anticipate any issues because of potential extreme heat, extreme cold, precipitation or excessive insects?
- What is the length of your event? Does your event run for a few hours, a full day or is it a multi-day event?
- Will there be alcohol available?
- Is there a single location for your event or multiple locations?
- Have you encountered any medical/first aid problems with an event in the past?
- If this is an athletic event, how strenuous is the activity and how well trained are the athletes that are participating?

It is highly recommended that every special event have a first aid kit easily accessible. Your first aid kit should contain at a minimum: compresses, ice packs, bandages and antiseptic. The Fire Department may also determine that you need to have an ambulance on site in case of any medical issues that arise. If you are hosting an athletic event, it is required that you provide sufficient hydration for the participants.

Based on the nature of your event and number of people expected to attend/watch, the City may require Police Services and EMS Services. These required services will be at the expense of the event organizer.

The next few pages are the actual special event ordinance for the City of Pewaukee. It is highly recommended you review the ordinance as well in case there are requirements not covered in this manual.

Once you have finalized the details of your event and are ready to submit your application, please contact the Clerk's office at 262-691-0770.

ORDINANCE NO. 12-09

AN ORDINANCE TO REPEAL AND RECREATE § 11.07 OF THE CITY OF PEWAUKEE MUNICIPAL CODE TO ESTABLISH SPECIAL EVENTS PERMIT

WHEREAS, in 2010, the City of Pewaukee Common Council directed staff to review and make recommendations regarding the Large Gathering permit that the city currently had in place in order to address concerns that had been expressed.

NOW THEREFORE, the Common Council of the City of Pewaukee, Waukesha County, Wisconsin, DOES ORDAIN AS FOLLOWS:

SECTION 1: Repeal and recreate the following language within Chapter 11, entitled "Licenses and Permits" of the Municipal Code, Section 11.07 as follows:

11.07 SPECIAL EVENTS PERMIT.**(1) DEFINITIONS:**

(a) CLASS I – A Special Event in which more than one-hundred fifty (150) people attend and any of the following occurs: alcohol is sold or served; outdoor entertainment/amplified music is involved; tent(s) larger than four hundred (400) square feet are utilized; or the event lasts more than one (1) day.

(b) CLASS II – A Special Event with more than one-hundred fifty (150) people and no alcohol is sold or served or no outdoor entertainment/amplified music is provided.

(c) "Event Coordinator" is the individual identified by the Special Event sponsor that will be on-site at all times during the Special Event to address problems as well as implement directions from City officials during the Special Event.

(d) "Special Event" is any activity that uses public streets, rights-of-way, sidewalks, or private property or may require increased levels of City services. This includes, but is not limited to, fairs, festivals, sporting events, foot runs, walk-a-thons, bike-a-thons, bike races, markets, outdoor merchandise sale, parades, parade of homes, exhibitions, auctions, dances, motion picture filming, and other similar events.

(2) PERMITS REQUIRED

(a) No person or organization shall conduct a Special Event as defined herein within the City of Pewaukee without first having obtained a Special Event Permit. Permits are valid only for the dates, time and location specified in the Permit. This provision shall apply to all events proposed after the date of the adoption whether or not the event in question has been a reoccurring event within the City.

(b) A Park Rental permit may be required depending on the location of the Special Event and is **not** provided for in this permit process.

(c) Other Permits Required. All vendors operating as part of a Special Event permit obtained under this code section shall obtain and display any and all required City, County, or State permits for the duration of the event (i.e. food, vendor, temporary beer, etc.). If serving beer and/or alcohol there must be either a licensee or a person holding an operator's license onsite in accordance with Sections 125.17(1), 125.32(2), and 125.68(2), Wisconsin Statutes.

(d) Special Events with more than fifty (50) people but less than one-hundred fifty (150) people, are not required to obtain a permit, but are encouraged to contact police services in advance of the event.

(3) APPLICATION

(a) Application Requirements.

1. Application for a Special Event Permit shall be filed with the City Clerk at least 90 days prior to the proposed event.

2. Permit fees are required with submission of application. Permit fees shall be set from time to time by resolution of the Common Council.

3. The application shall include the following:

a. The name, address and phone number of the Special Event sponsor(s). If more than one person, entity or organization is the sponsor, all must be listed. In the case of a corporation, limited liability corporation, limited liability partnership, or partnership, the name and mailing address of each person holding ten percent (10%) or more of the ownership.

b. The name, address and phone number for the Special Event sponsor's contact or agent.

c. The name, address and phone number of the Event Coordinator and the method by which the City can contact the Event Coordinator during the Special Event.

d. Special Event on private property.

i. The address of all private property upon which the Special Event is to be held, together with the name, and mailing address of the owners of record.

ii. Notarized authorization from the property owner(s) that the applicant has permission to use property for a Special Event.

e. The nature of the assembly.

f. The dates and hours during the Special Event. Applicant should include dates and hours for set up and clean up in the information provided.

g. The maximum number of persons allowed at any given point at any time.

h. Plans and description for the following, as necessary for the event:

1. Fencing and gates as necessary to control access to or within the Special Event;
2. Potable water locations;
3. Toilet and lavatory facility locations and number;
4. Solid waste collection locations and disposal;
5. First aid station, or additional medical care facilities as required upon City review;
6. Lighting plan, including location, hours of use and power source;
7. Parking size and location;
8. Access to event and to parking, if located separately;
9. Camping facilities;
10. Crowd control/security personnel including number and responsibilities;
11. Sound control and amplification, location, size and number of speakers and amplifiers;
12. Access for emergency vehicles and personnel.

k. Certification that by signing the application, the applicant is authorized to act on behalf of the event sponsor(s).

L. Applicant's acknowledgement that by signing and submitting the application they accept and comply with the provisions of §(4)(a) and (b).

m. Proof of insurance as described in subsection (4) (a) below.

n. Park Rental approval, if applicable.

(b) Application Process.

1. Upon receipt of an application for a permit, the City Clerk shall immediately distribute the complete application to Police Services, Fire Department, Administrator, Public Works Department, Inspection Services, and Park and Recreation Department for review and comment. Department review and comments shall be returned to the Clerk within 30 days of distribution of the application.

The City, in reviewing the application, shall consult any other state, county or local body as necessary for assistance in evaluating the application in order to promote the safety, health, welfare and security of the residents of the City of Pewaukee and the persons attending the Special Event.

2. Permit Review.

a. The Clerk shall review Class II applications for conformity with the provisions of this section and the comments from the Departments and if the applicable requirements are met, shall issue a permit.

b. The Common Council shall review all Class I permit applications and Department recommendations and either deny the permit, approve the permit or approve the permit with conditions. The permit shall be issued by the Clerk.

(4) PERMIT CONDITIONS

(a) Liability Insurance. The Special Event sponsor is required to obtain insurance for Special Events that include alcohol, have more than 150 people per day or involve a road closure. Proof of comprehensive general liability insurance with coverage of not less than \$1,000,000.00 which names and endorses the City, its officers, agents, employees, and contractors as an additional insured party shall be submitted to the City no later than twenty (20) days before the event. The applicant shall notify the City in the event there is a modification of any of the terms of the insurance coverage. Such notification shall be provided not less than two weeks prior to the effective date of that change. Any change to coverage requires City approval.

(b) Indemnification. The applicant and Event Sponsor(s) shall agree to hold the City, its officers, employees, agents, and contractors, harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney's fees) incurred by the City for any damage or injury to person or property caused by or resulting directly or indirectly from the activities for which the permit is granted.

(c) City Services. All requests by applicants for City services must be made at time of application. The applicant shall be responsible for reimbursement to the City for any city personnel, services, equipment, and facilities provided for the Special Event. Reimbursable costs shall be calculated to include wages, overtime, and fringe benefits. An invoice shall be sent to the applicant, within fifteen (15) days following the event. Payment is due within thirty (30) days of invoice. The City reserves the right to require full or partial payment of estimated costs in advance. Requests for use of a hydrant meter shall be processed separately through the Pewaukee Water Utility.

(d) Cleaning/Damage Deposit. The applicant may be required to submit to the City a cleaning/damage deposit of \$200 per day for each scheduled day of the event (or a portion thereof), two weeks prior to the starting date of the event. The deposit shall be refunded to applicant, if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the City for loss or cleaning costs. The City reserves the right to retain the entire deposit if cleanup is not completed satisfactorily in the time frame as specified in the permit. Unless otherwise stated in the permit, the applicant shall be fully responsible for all necessary cleanup associated with the permitted event to be completed within twelve (12) hours after the conclusion of the event.

(e) Event Coordinator. The Special Event sponsor shall have at least one representative on site during the event at all times, as identified on the permit application.

(f) The Special Event Sponsor shall provide sufficient staffing to provide assistance with crowd control, parking, sanitation, and medical services. A determination as to these needs will be made by the Departments as part of the review process.

(g) Site Requirements.

1. All tents must be installed under the International Fire Code Chapter 24 or the National Fire Protection Association 1, Chapter 34.

2. Wiring shall be installed by a licensed electrician. All persons requiring electricity at a Special Event shall follow NEC and SPS Ch. 316, Wis. Administrative Code.

3. Attendees and staffing shall not exceed the maximum number which can reasonably attend at the location of the Special Event, in consideration of the nature of the Special Event.

4. Responsibility for arranging any inspections required to meet these standards or any other requirements prior to the Special Event is the sponsor's. Any fees for such inspections shall be paid by the Special Event Sponsor.

(h) Notification. The City may require that the permit holder give written notice 15 days in advance of the Common Council meeting where action is scheduled to be taken regarding the proposed event to any property owners or tenants as determined during the City Departments' review. Notice shall, at a minimum, include the type of event, name of the Special Event sponsor(s), date, time and location, Event Coordinator's name and contact information during the event.

(5) TERMINATION OF SPECIAL EVENT

The City reserves the right to shut down a Special Event if it is deemed to be a public safety hazard by Police Services or the Fire Department, or there is a violation of City or County Ordinances, State Statutes or the terms of the Applicant's permit. The City Administrator or designee may revoke an approved Special Event Permit if the applicant fails to comply with the provisions of the permit prior to the event date.

(6) DENIAL OF PERMIT

Reasons for denial of a Special Event Permit include, but are not limited to:

- (a) The event will disrupt traffic within the City beyond practical solution.
- (b) The event will create a likelihood of endangering the public.
- (c) The event will interfere with access to emergency services.
- (d) The location or time of the Special Event will cause undue hardship or excessive noise levels to adjacent businesses or residents.
- (e) The event will require the diversion of City resources(s) that would unreasonably affect the maintenance of regular City service levels.
- (f) The application contains incomplete or false information.
- (g) The applicant fails to provide proof of insurance.
- (h) Inadequate provision for garbage or debris removal.
- (i) Inadequate provision of temporary restroom facilities.
- (j) Inadequate provisions for parking.
- (k) Denial of a permit by the Joint Park and Recreation Department.
- (l) Applicant fails to submit the required fees and/or deposits.

SECTION 2: SEVERABILITY

The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 3: EFFECTIVE DATE.

This ordinance shall take effect January 1, 2013.

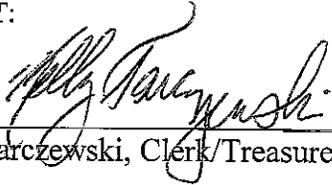
Dated this 6th day of June 2012.

CITY OF PEWAUKEE



Scott Klein, Mayor

ATTEST:



Kelly Tarczewski, Clerk/Treasurer

MEMO

TO: Park and Recreation Board

FROM: Kelli Yogerst, Recreation Director

RE: Hartland and Delafield Agreement for Recreation Programs

I attended the City of Delafield's Park and Recreation Commission on Monday, October 26, 2020 to discuss the proposed revisions to the current agreement between the Village of Hartland and City of Delafield. An important change to the Agreement is Delafield will not be covering the cost of the guides that are printed and mailed out to the residents of the City of Delafield starting in 2021.

The Park and Recreation Commission did make the motion to move forward with the agreement. Motion is stated below.

- A. Recommendation to the Common Council regarding the Village of Hartland's proposal for a revised recreation agreement

GRIMMER MOVED TO APPROVE THE VILLAGE OF HARTLAND'S REVISED RECREATION AGREEMENT WITH AN INCREASE TO THE ANNUAL FIXED FEE FROM \$2,000 TO \$2,500 FOR YEARS 2022 – 2026 IN ADDITION TO PROGRAM GUIDES NOT TO EXCEED 600 PER YEAR WITH NO MAILING COSTS. BARWIG SECONDED THE MOTION. THERE WAS NO FURTHER DISCUSSION. ALL WERE IN FAVOR. MOTION CARRIED.

City of Delafield's Common Council is scheduled to be held on Monday, November 2. I will be attending that meeting to answer any questions they may have for the agreement.

Attached is a copy of the proposed Agreement.

Phase
revised
Changes are
highlighted

Recreation Agreement

Between the Village of Hartland
And the
City of Delafield

The Village of Hartland (hereinafter "Village") and the City of Delafield (hereinafter "City") hereby agree to cooperate in the provision of Recreation and Community Education programming for the Village of Hartland and the City of Delafield. Previously, the City and the Village entered into an agreement in 2003 to create a pilot program to provide shared recreation services from April 1, 2003 through May 31, 2003. Since that time, the City and Village have cooperatively provided residents of the City recreational programs through the Village Recreation Department. This Agreement has been updated as of the last date of execution below, and this agreement replaces all prior agreements between the City and Village relating to the subject matter of this agreement.

Through this partnership and agreement, expanded recreational and community education opportunities will be offered to residents of the City as well as to residents of the Village.

Pursuant to this agreement, the Village and the City agree as follows:

1. Term of this agreement shall be two (2) years beginning with programs offered in **January 2021** and extending through programs offered until **December 31, 2022**. Thereafter, this Agreement shall automatically renew for one (1) year terms unless either party notifies the other party in writing of its intent to modify or terminate the agreement not later than September 1 of the year prior to termination of the Agreement.
2. In cooperation with the City, the Village will provide the programming, instructors/staff, registration process and produce the recreation programs offered. The offering of specific recreation programs, the curriculum and the location at which programs are offered shall be within the discretion of the Village's Recreation Director. The availability of specific recreation programs shall be further subject to the availability of qualified instructors and class sizes, as established by Village's Recreation Director. City shall work with Village to identify specific recreation programs for the locations within the city.
3. The Village will offer an identical registration fee structure for recreation and community education programs to residents of the City and the Village so that all City residents are eligible for "resident" rates.
4. Annually, in December, Village will invoice City a flat sum for services provided through this agreement as described below plus the City's proportionate share of the actual cost

of printing of the three seasonal recreation program guides, that will not exceed 600 guides in one calendar year. City will receive 600 total per year, 200 for each of the three seasonal program guides, which will cover Summer, Fall, and Winter/Spring. Effective for the 2020 calendar year, the flat fee will be \$2,500 and will remain for 5 years.

5. The City will provide access to and usage of specifically designated areas in City buildings and parks for programming at no charge, except additional costs not normally incurred by the City may be charged upon prior mutual agreement of the parties. Recreation and Community Education programming will have priority over all other users except City functions. The City shall have sole discretion to designate those areas of each building that are available to the Village for programming.
6. Recreation and Community Education programs shall be subject to the same facility use rules as are in place for other users of a given facility except as may be specifically agreed to in advance between the City and Village.
7. Liability Insurance. In the interest of the partnership contemplated under this Agreement, the Village and City agree that each bears responsibility to orderly maintain facilities and program areas and to undertake programming in a reasonable manner with due attention to safety and risk limitation. In addition, the parties recognize that each retains certain statutory liability protections. In this regard, the parties agree as follows:
 - 7.1 Responsibility for Respective Agents. In connection with the actual programs to be offered and areas and facilities to be used to provide the programs 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.

Nothing in this Agreement shall be construed to make the agent(s) of one party the agent(s) of the other.
 - 7.2 No Waiver. Nothing contained within this agreement is intended to be a waiver or estoppels of the Village or the City 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
 - 7.3 Liability Insurance. The Parties must maintain during the term of this Agreement, a public liability insurance policy providing minimum limits of liability for bodily injury of \$1,000,000 for each person and for each occurrence and property damage limits of \$1,000,000 for each accident and \$1,000,000 in aggregate.

7.4 Contents Insurance. During the term of this Agreement, the Village and the City shall, at their own expense, be responsible for insuring their respective personal property located on the premises made available for program offerings pursuant to this Agreement against damage and destruction by fire, theft or other perils.

Further, the parties agree that this Agreement has no effect on the existing agreements in place or future agreements as may be developed between the Village and other municipalities or organizations for the provision of, or related to, recreational programs.

Approved as of the date of the last signature below

Approved Village of Village
_____ day of _____, 2020.

Approved City of City
_____ day of _____, 2020.

Jeffrey Pfannerstill
Village President

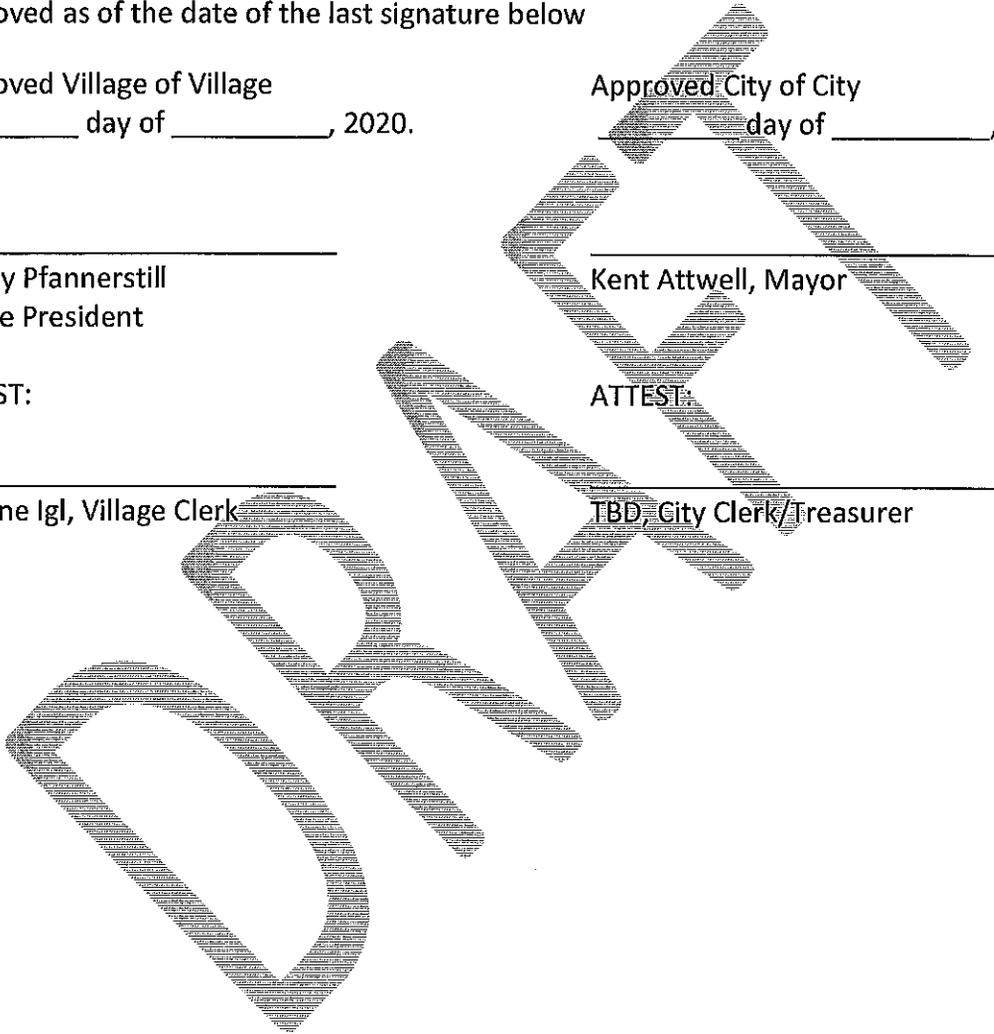
Kent Attwell, Mayor

ATTEST:

ATTEST:

Darlene Igl, Village Clerk

TBD, City Clerk/Treasurer



MEMO

TO: Park and Recreation Board
FROM: Kelli Yogerst, Recreation Director
RE: Before and After School Care at Hartland South

Attached is the memo that the Village Board members received and discussed at the Village Board meeting on Monday, October 26, 2020. Overview of the memo is that the Before and After School Care program, that the Hartland Recreation Department supervises, is not expected to have the revenue as it has in years past, nor break even. Staff looked at the financials and is expecting an estimated \$7,500 loss, if enrollment continues as is for the 2020/2021 school year.

From 2017 until 2019 the revenues, expenses and profits were:

2019:

Revenues = \$30,400

Expenses = \$15,843

PROFIT = \$14,557

2018:

Revenues = \$38,408

Expenses = \$17,530

PROFIT = \$20,878

2017:

Revenues = \$33,259

Expenses = \$15,577

PROFIT = \$17,682

During the Village Board meeting, a vote was not made to decide on the future of the program. It was tabled to be discussed at the Monday, November 9, 2020 Village Board meeting.



**Village of Hartland
Administration**

210 Cottonwood Ave, Hartland, WI 53029
www.villageofhartland.com

Committee: Village Board	Date: October 20, 2020
Village Board Item Number:	Date: October 20, 2020
Submitted By: Kelli Yogerst, Recreation Director	
Subject: Financial status of the Before and After School Care and Early Release programs at Hartland South Elementary School.	

Details:

Finance Director, Ryan Bailey and I, Kelli Yogerst, Recreation Director, have reviewed the financials for the 2020/2021 Before and After School Care (Care) and Early Release (ER) programs that the Recreation Department (Rec Dept.) coordinates at Hartland South Elementary (South). After looking at the current revenue, if the Village continues to offer these programs, based on the current enrollment that was registered for the month of September, the program would lose \$7,500. Please note, this is an estimate based on September's enrollment. If enrollment increased this would cause less of a loss for the Village or it could break even.

As you are all aware, COVID-19 cases are currently on the rise, which is believed to be a major factor on why enrollment is not where it generally is for these programs. It is alleged that parents are not sending their children to care because of factors due to COVID-19: working from home, unemployed, virtual schooling and etc.

At this time the Rec Dept. is not the only organization in the HLSD that is being affected by COVID-19 with low enrollment numbers. Hartland North Elementary (North) is not offering their 3K program this school year due to low enrollment. North's 4K program has lower enrollment because parents are keeping their children at home and homeschooling. North's wraparound program, their Before and After School program, is only making enough to cover the instructor's wages.

I reached out to the Hartland Lakeside School District (HLSD) asking if they would be able to assist in any possible financial loss. Their response was to take over the Care and ER programs. If this is done, the HLSD most likely not allow the Village to run the program for the 2021/2022 school year or in the future. The Rec Dept. previously provided Care at North in addition to South. In order to bring in the 3K program at North, the HLSD discontinued having the Rec. Dept. offer Care.

In past years these programs have brought in, together, a revenue between \$10,000 to \$20,000, which has been a significant income for the Village.

Executive Recommendation:

No recommendation by staff is being offered. It is the Village's decision if a risk in supporting the program should occur with the expectations that Care and ER recover in the near future. I wish not to discontinue the Care and ER program, but I do understand that a financial loss for the Village is not ideal. Due to the current circumstance of COVID-19, I feel this is why this has occurred.

Financial Remarks:

- The Village might have to subsidize \$7,500 or less, if enrollment increases, to support the Care and ER programs.
- Enrollment increases and the program breaks even.

Options & Alternatives:

- Village allows the HLSD to take over the program.
- Village subsidizes the loss of the program with the intentions that the program will rebound in the future producing revenue to support any loss from the 2020/2021 school year.
- Village subsidizes the loss of the program and the program starts to rebound, creating revenue and HLSD decides to take over the program.