

**PARK AND RECREATION BOARD AGENDA
MONDAY NOVEMBER 7, 2022
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

Call to Order

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

1. Consideration of a motion to approve the Park and Recreation minutes of the October 3, 2022, meeting.

Recreation –

2. Introduction of new Recreation Director Sara Rennekamp.

Public Works –

3. Discussion and consideration of changing ordinance regarding Nixon Park hours.
4. Discussion and consideration of Kiwanis Logo at Nixon Park.
5. Discussion and possible consideration Discussion of Annual Review of the Bark River, Nixon Park Canteen agreements with HAAA, Flanagan-Dorn Canteen agreement, Lake Country Lacrosse Centennial Park Use Agreement and the Score Board/Press box Agreement with the Lake Country Chiefs.

Other items for consideration

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

7. Adjourn
Deidre Bush y
Deputy Clerk

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

Individuals attending public meetings will be required to maintain appropriate social distancing, (i.e., maintain a 6-foot distance) and be free of symptoms related to COVID-19.

PARK AND RECREATION BOARD MINUTES
MONDAY, OCTOBER 3, 2022
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Present: Tim Hallquist, Randy Ferrell, Shaunta' de Boer, and Nick Miller.
Others: Dave Felkner, Adam Pfeiffer, Ryan Bailey, Tom Jenson, and Leo Jungbluth
Excused: Rick Conner
Absent: Craig Eisenhut

7:02 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.)
No public comments.

1. Discussion and possible consideration to approve the September 7, 2022, Park, and Recreation meeting minutes.

Motion (Miller/Ferrell) to approve the Park and Recreation minutes of September 7, 2022. Carried (4-0).

Public Works Items-

2. Discussion and consideration of pickleball courts at Nixon Park-

Discussion on changing the courts to 8 pickleball and 1 tennis court. \$158,000 would come out of Impact money for the pickleball courts. Discussion on what impact money is and where the funds come from. The impact fees are split between all the Village departments. Miller asked if there is going to be a fence and where will the parking be for the new courts. He also said he does not want all pickleball courts rented out so there are always open courts to play on. Discussion on renting the courts.

Motion (Farrell/ de Boer) to approve 8 pickleball courts and 1 tennis court at Nixon Park. Carried (4-0).

3. Discussion and possible consideration of additional parking at Nixon Park-

It was stated it would be \$425,000 for new additional parking spots at Nixon Park and this would come from unused funds. There would be 51 additional parking spots. Ferrell commented that trailers is a concern during an event. Felkner commented that he had the engineers design it so a bus could turn around in that parking lot.

Discussion on adding more paths to the Fine Arts Center & Beer Garden.

PARK BOARD MINUTES
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Motion (Hallquist/Eisenhut) to move forward with additional parking with the addition of a speed bump. Carried (4-0).

4. Discussion on vandalism report-

13 Calls for vandalism compared to 2 calls last year. \$2,600 for vandalism this year.

5. 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.

Kiwanis are painting on the path at Nixon Park.

Interviews for Park and Recreation director in next few weeks.

Getting a heating source for Nixon bathroom, it has been a struggle and will most likely not happen this year.

Need to fund raise for about \$20000 for bands for next year

Bed Races suggestion for parade next year.

6. Adjourn-

Motion (Farrell/Miller) to adjourn. Carried (4-0).

Meeting adjourned at 7:44 pm.

Respectfully submitted By Recording Secretary,
Deidre Bushey - Deputy Clerk

Chapter 70 - PARKS AND RECREATION

- **Sec. 70-3. - Closing hours.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

(a)

Generally. Hours for all village parks shall be sunrise to sunset.

(b)

Exceptions. The park board shall determine the closing hours for the following:

(1)

Regularly scheduled baseball or softball games.

(2)

Ice skating on a park board authorized rink.

(3)

Special events approved by the park board.

(Code 1991, § 9.21(2))

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 31st 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: _____

Ryan Bailey, Village Manager

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 31st. 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: _____

Ryan Bailey, Village Manager

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 5/05/2022)

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 October 31st. 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 5/05/2022)

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:

Village of Hartland/ Flanagan – Dorn Post 294 American Legion
Nixon Park and Canteen Agreement (Revised 5/5/2022)

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.

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: _____

Ryan Bailey, Village Manager

Flanagan – Dorn Post 294 American Legion Representative

By: _____

Printed Name: _____

Title: _____

Village of Hartland/Let Kids Fly 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, Let Kids Fly (hereinafter "LET KIDS FLY") desires to use said field for certain games for the LET KIDS FLY teams,

NOW THEREFORE, THE VILLAGE AND LET KIDS FLY HEREBY AGREE AS FOLLOWS:

1. LET KIDS FLY will apply for the use of the soccer field for their use by way of a Village provided Athletic Facility Reservation Form.
2. LET KIDS FLY is intending the use of the soccer field for games of their grade school aged teams located at the Southwest open space of the park.
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 - 3½ 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. LET KIDS FLY will adhere to the Village Field Use Guidelines.
8. LET KIDS FLY will perform any and all required or desired field marking/painting.
9. LET KIDS FLY will provide field equipment including, but not limited to, goals and other equipment necessary for practice or games.
10. LET KIDS FLY will clean area after each use and deposit trash/recyclable items into collection containers.
11. LET KIDS FLY 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, LET KIDS FLY 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. LET KIDS FLY 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 \$50.00 per use. This includes games and practices. LET KIDS FLY will pay the full amount for the intended use of the soccer field prior to any use.
14. Neither LET KIDS FLY 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. LET KIDS FLY 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.

Village of Hartland/Let Kids Fly Centennial Park Use Agreement

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, LET KIDS FLY, 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).
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 LET KIDS FLY 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. LET KIDS FLY 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 LET KIDS FLY 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 LET KIDS FLY nor any other agency shall make any modifications/alterations to the facility without prior written approval of the Village.
24. LET KIDS FLY 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 LET KIDS FLY use of the property or LET KIDS FLY items used on property. A certificate of insurance shall be provided to the Village at the beginning of each year.

Dated this _____ day of _____ 2023.

Village of Hartland/Let Kids Fly
Centennial Park Use Agreement

Village of Hartland

By: _____
Ryan Bailey, Village Manager

ATTEST

Let Kids Fly

By: _____

Printed Name: _____

Title: _____

-

Village of Hartland/Oconomowoc Rugby Club Centennial Park Use Agreement

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

WHEREAS, the football field is proposed to be used by the Oconomowoc Rugby Club (hereinafter "ORC") for games being played on the soccer field and football field,

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

1. ORC will apply for the use of the soccer and football field for the tournament by way of a Village provided Athletic Facility Reservation Form and signed agreement.
2. ORC is intending the use of the soccer and football field for a tournament for Rugby football teams.
3. Use of score board and press box for games is to be coordinated with the Lake Country Chiefs who own these items.
4. The Village will provide standard field maintenance as necessary including watering, weed/pest control, and cutting.
5. Village agrees to a cut length of 2½ - 3 inches for the tournament. Standard cutting frequency is weekly.
6. Village will provide refuse/recycling collection.
7. Village will provide restroom maintenance and cleaning.
8. ORC will adhere to the Village Field Use Guidelines.
9. ORC will provide field equipment including, but not limited to, sideline and goal markings/flags, down markers and other equipment necessary for games.
10. ORC will clean area after the tournament and deposit trash/recyclable items into collection containers. This includes the soccer field, bleachers, parking lot and surrounding park land area.
11. Immediately, after the tournament, if the fields are damaged, repairs to the field will be done by a contractor hired by the Village. The User Group will be responsible for the cost.
12. ORC and Village will coordinate and agree on field use and cancellation due to weather or field conditions.
13. The fee to use the soccer field is \$30.00 per use. The use of the football field is \$100 per use. ORC will pay the full amount for the intended use of the soccer field prior to any use.

Village of Hartland/Oconomowoc Rugby Club Centennial Park Use Agreement

14. Neither ORC 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. ORC will not be allowed to store hand tools, equipment, field paint, or field painter at the park.
16. This agreement is for the date of ____ from __ am to __ pm. If the agreement is cancelled, the Village requires that ORC, at their sole expense, remove all of their equipment and restore all Village property to its condition prior to installation of these items and ORC's use (see item eleven). Notwithstanding paragraph 16, this agreement may be cancelled at any time by the Village Board in the event ORC fails to adhere to the terms of this agreement, especially as they relate to repair of the field after each use to make the surface acceptable by the Village's standards for use by another group.
17. The ORC will be required to maintain, throughout the period of the tournament, insurance with coverage as provided below:
 - A. Comprehensive General Liability Insurance in an amount of at least \$1,000,000. The policy must include the Village and its agents, officers and employees as "additional insured" along with the appropriate endorsement pages.
 - B. Comprehensive Professional Liability Insurance in an amount of a least \$1,000,000 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".
18. The ORC will provide to the Village a one thousand (\$1,000.00) dollar deposit that will be refunded if clean-up and field restoration is satisfactorily completed by July 1st. This may be retained by the Village if damage, other than vandalism, has occurred or cleaning of the facility is required. Additional funds shall be billed should the deposit not be enough to repair any damage to the field because of their use. The Village would charge the current labor rate plus 50% for fringe benefits and any material costs in addition to a 3% administrative charge for billing purposes.
19. Neither the ORC nor any other agency shall make any modifications/alterations to the facility without prior written approval of the Village.
20. The ORC 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 ORC use of the property or ORC items used on property. A certificate of insurance shall be provided to the Village at the beginning of each year.

Village of Hartland/Oconomowoc Rugby Club
Centennial Park Use Agreement

Dated this _____ day of _____, _____.

Village of Hartland

By: _____

Ryan Bailey, Village Manager

Oconomowoc Rugby Club

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 and football fields for their use by way of a Village provided Athletic Facility Reservation Form.
2. LCL is intending the use of the soccer and football fields 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. If fields are damaged, repairs to the field will be done by a contractor hired by the Village. The User Group will be responsible for the cost.
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 and football fields is \$70.00 per use per field. 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 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.
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).
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,

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

- 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.
 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 _____ 2023.

Village of Hartland

By: _____
Ryan Bailey, Village Manager

Lake Country Lacrosse

By: _____

Printed Name: _____

Title: _____