



ADMINISTRATION  
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HARTLAND, WI 53029  
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**PARK AND RECREATION BOARD AGENDA  
MONDAY, NOVEMBER 2, 2015  
7:00 PM  
Board Room  
210 Cottonwood Avenue, Hartland, WI**

**7:00 PM Call to Order**

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

**Approval of Park and Recreation Board Minutes – September 3, 2015 Meeting**

**Director of Public Works Items**

Discussion and possible consideration of an effort by Ron Reichle from Arrowhead High School, to organize a contest for all local school students to design a new war memorial to be built in Nixon Park. In addition, a volunteer is sought to participate on a committee that will select the finalists.

Discussion and possible consideration of Arrowhead High School Renting Centennial Football Field for their Lacrosse Teams' Practices and Games

Discussion and possible consideration of a review of the Bark River Park and Nixon Park Canteen Agreements and the Centennial Park/Chiefs Score Board Agreement

Information and possible affirmation regarding batting cage fencing, reported by DPW Operations Supervisor Gerszewski

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

**Adjourn**

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

Lynn Meyer  
Deputy Clerk

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

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

**VILLAGE OF HARTLAND  
PARK AND RECREATION BOARD MINUTES  
THURSDAY, SEPTEMBER 3, 2015  
7:00 PM  
Board Room  
210 Cottonwood Avenue, Hartland, WI**

Present: Tina Bromberger, Mike Cottrell, Tim Hallquist, Peggy Kallenberger and Dick Landwehr. There are two vacant Park Board positions.

Others Present: Recreation Director Yogerst and Operations Supervisor Gerszewski. Excused: DPW Director Einweck.

**7:00 PM Call to Order**

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

**Approval of Park and Recreation Board Minutes – June 1, 2015 Meeting**

Motion (Landwehr/Bromberger) to approve the Park and Recreation Board Minutes of June 1, 2015. Carried (4-0-1). Kallenberger abstained.

**Director of Public Works Items**

Discussion and Consideration of the 2016 Park Budget presented by the Department of Public Works

The direction given to the Department of Public Works was to keep any increase to less than 1%, which is what we have done for the fourth year in a row. This year the increase is 0.63%. Cost increases are due to new expenses associated with the new restroom at Centennial Park, maintenance of the athletic fields, and the buildings and grounds.

In the budget process, staff looks at what was spent in 2014, the budgeted dollars that will be spent in 2015 and that's how the 2016 budget numbers are estimated.

Some line items have decreased and some have increased. Buildings and grounds has increased, as well as athletic facility maintenance. The increase in costs is for materials (for example at the splash pad, more toilet paper and more cleaning supplies).

The men's triangle bathroom door and frame are severely rusted. They are about 15 years old. The replacement will be fiberglass.

The budget includes fence repair on the ball fields. It's routine maintenance, with some being repaired this year and more done next year.

There was discussion regarding adding some picnic tables or benches near the river in Centennial Park. DPW Operations Supervisor Gerszewski stated that there will be a shelter built in the future at Centennial Park. Mr. Gerszewski thought there were a couple

## Park and Recreation Board Minutes September 3, 2015 Meeting

of benches in the area. It was mentioned that there are not many grills in the parks. Mike Gerszewski stated that they had several in Nixon Park, but they were never used. Benches for Centennial Park could be added to next year's budget.

The athletic field painter will be replaced in 2016. It is several years old and it has been giving us problems.

The 72 inch lawn mower will be replaced in 2016. Each piece of equipment is evaluated every year. If it hasn't given us mechanical problems, we wait to replace it. The DPW is keeping equipment longer and may start leasing equipment because it's getting so expensive to buy. With a lease, we would get a new piece of equipment every year and the leasing company would do the maintenance. Now the DPW does the maintenance. The cost to replace loader tires is \$4,000. A hydraulic control box went out that was \$10,000. These are the kinds of things we are looking at to maximize the dollars we are getting. Mowers, trailers, etc. may be leased in the future.

It was mentioned that there is a bench north of Hartbrook Park near the path that sits extremely low to the ground. The Department of Public Works will look at it.

There was discussion regarding details of the how the tree survey is done and why. The Village still looks at trees and calls in an arborist if there are any questions or problems between tree surveys. The DPW staff continuously pays attention to the park trees.

Funds are annually budgeted for tree replacement; however there hasn't been enough to replace all that we lose. The Village is planting more diverse types of trees to help ward off the spread of disease.

The Capital Outlay is down from the previous year. Replacing a fifteen year old trailer will be part of our Corporate Reserve Purchases.

On the revenue side, the additional two shelters at the splash pad have greatly helped with our park rental revenues.

Motion (Kallenberger/Bromberger) to recommend approval to the Village Board the 2016 Park Budget presented by the Department of Public Works. Carried (5-0).

### **Recreation Director Items**

Discussion and Consideration of the 2016 Recreation Budget presented by Recreation Director Yogerst

The overall Recreation expense budget increase is 12.5%. The main increase comes from the newly created position of Fiscal/Recreation Clerk. This position will be financed by the Recreation budget for ¼ time.

The ActiveNet Software costs will increase from \$3,600 to \$5,000, due to increased usage.

There will be more trip offerings for 2016, which will increase those budget numbers.

The Splash Pad budget increases 3% every year, due to the annual automatic water rate increases.

The Recreation Department will be purchasing their own movie equipment for the "movies in the park". This year we were charged \$1,500 - \$1,600 for three movies. The vender has told us that there will be an increase for next year.

Park and Recreation Board Minutes  
September 3, 2015 Meeting

The Village can purchase our own equipment for \$1,800 and be able to use it for a number of years.

Motion (Bromberger/Kallenberger) to recommend to the Village Board approval of the 2016 Recreation Budget. Carried (5-0).

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

None.

**Adjourn**

Motion (Bromberger/Landwehr) to adjourn. Carried (5-0). Meeting adjourned at 7:37 PM.

Respectfully submitted by  
Recording Secretary,

Lynn Meyer  
Deputy Clerk

## **Design the New Veterans Memorial in Hartland Contest**

We are excited to invite any student, from any grade, at any school-public or private- in the Arrowhead School District to enter a contest to design a new veteran's memorial to replace the current memorial that is located in Nixon Park. You have the chance to leave your mark on Hartland by designing a permanent memorial for Hartland's veterans that will be built in Nixon Park for everyone to view.

You can design the memorial in whichever way you feel is best. The memorial can focus on whatever you would like it to: specific veterans, wars, branches of service, combination, whatever way you want to go with your idea.

### Requirements for the memorial

The memorial must...

1. Include the current stone with the names of WWII soldiers killed in action. The stone, pictured below, can be moved to any part of your memorial you desire, but it must be included.
2. Be feasible to build.\* You do not need to include the final cost of building the memorial, but it would be beneficial to the selection committee if you could include as many specifics as you can when it comes to stones used, bushes/trees planted, or any other materials you might incorporate.
3. Focus on Hartland and the contribution of Hartland's veterans



### Submission requirements

- All designs must be submitted on standard size ( 2' x 3') foam backed poster board so that they can be displayed
- No digital designs will be accepted. Students that design their ideas on a computer should print those designs and attach them to their foam backed poster board
- The student designers name should be written only on the BACK of the poster board with the entry form that is included with this document
- The poster board can include pictures and descriptions of the design
- Poster boards, design description, and entry form should be dropped off at Arrowhead's North campus between normal school hours of 7:00 am until 3:30.

### Timeline

Friday, November 20<sup>th</sup>: All submissions due to the front office at Arrowhead's North Campus

November 20<sup>th</sup>-December 1<sup>st</sup> Top 5-7 proposals are chosen

December 1<sup>st</sup> through 23<sup>rd</sup> top choices are put on display around Hartland for community members to vote

Early January winner is announced

Fundraising begins with construction hopefully also beginning in the spring

Top choices will be on display for the community to vote at the following locations:

November 29<sup>th</sup> through December 5<sup>th</sup> at the Piggly Wiggly

December 6<sup>th</sup> through 12<sup>th</sup> at the library

December 13<sup>th</sup> through 19<sup>th</sup> at Sendick's

### Selection Committee

The selection committee for the top 5-7 choices as well as the final winner will consist of Hartland Village board members, teachers from Arrowhead High School, and other community members. The community will also be given an opportunity to vote on their favorite choice and this community vote will be considered in the final selection.

If you have any questions email Ron Reichle at [reichle@arrowheadschoools.org](mailto:reichle@arrowheadschoools.org)

\*If the cost or size or other potential issues prevent the memorial from being built a winner will still be chosen, but the memorial may not be built.

**Design the New Veterans Memorial in Hartland Contest**

Student Submission Form

**DEADLINE TO SUBMIT PROPOSALS: FRIDAY, NOVEMBER 20<sup>TH</sup>**

Student Name: \_\_\_\_\_

School Attending: \_\_\_\_\_ Grade: \_\_\_\_\_

Email address (personal or parent) \_\_\_\_\_

Phone Number (personal or parent) \_\_\_\_\_

I am aware that if my proposal is chosen as one of the final choices my work will be on public display for the entire community to view. I am also aware that a winner will be chosen, but for a variety of reasons the winning submission may not be built. I also am aware that if my plan is chosen as the winner, I may be asked to talk publicly about why I created the design I created. This includes the local newspaper and other public forums.

Student signature: \_\_\_\_\_

Parent signature if student is under 18: \_\_\_\_\_

Attach this form to the BACK your poster board and turn in your idea to Arrowhead High School, north campus, between the hours of 7:00 am and 3:30

If you have any questions email Ron Reichle at [reichle@arrowheadschoools.org](mailto:reichle@arrowheadschoools.org)

## MEMORANDUM

**TO:** Park Board

**FROM:** David E. Cox, Village Administrator 

**DATE:** October 29, 2015

**SUBJECT:** AHS Lacrosse Agreement – Centennial Park

In the last several weeks, staff has been talking with representatives of Arrowhead High School about the high school's use of Centennial Park for Lacrosse in the upcoming season. The conversations have been positive and have considered potential options for near term use of the existing Centennial Park football field and potential future reconstruction of that field using synthetic turf to allow broader use. At this time, the Park Board is asked to consider the main points of the proposal and to indicate whether it is amenable to this use and under what conditions. If acceptable to the Park Board, staff will continue the discussion with the intent of providing an official agreement in the winter for consideration by the Park Board and Village Board.

Here are the highlights of what we have considered to this point:

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

result of practice or game play at the end of the season with a proper sod installation and maintenance of sod (watering, etc.) until it is established.

13. AHS and VOH will coordinate and agree on field use and cancellations due to weather or field conditions.
14. AHS and VOH agree to explore the installation of a synthetic turf surface and other improvements at this field with the ultimate goal of utilizing the field for multiple sports including, but possibly not limited to, high school lacrosse and field hockey as well as football at lower levels and other public uses.

One matter is still unresolved. Staff and AHS are still discussing a fee structure for this season-long use during which AHS will be providing the specialized work of field preparation/marking and any maintenance or repair needed during and after the season. Hartland will only be providing standard mowing (albeit at a shorter length) and grass maintenance as well as our other usual park services.

Staff appreciates any comments the Park Board has on this matter.

DCAHS Lacrosse

cc: President and Village Board  
Mike Einweck, Public Works Director  
Kevin Flegner, AHS Athletic Director

# Village of Hartland/Hartland Athletic Advancement Association Bark River Park and Canteen Agreement

**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

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 \$500,000. 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 \$500,000. 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 35% 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

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

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

**Village of Hartland**

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

David Cox, Village Administrator

**Hartland Athletic Advancement Association**

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

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

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

# Village of Hartland/Hartland Athletic Advancement Association Nixon Park and Canteen Agreement

**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 35% 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

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 \$500,000. 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 \$500,000. 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

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

Park exterior

- A. Scoreboard and wiring
- B. Sound equipment

Canteen interior

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

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

**Village of Hartland**

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

David Cox, Village Administrator

**Hartland Athletic Advancement Association President**

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

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

Title: President

**SCORE BOARD/PRESSBOX AGREEMENT  
VILLAGE OF HARTLAND AND LAKE COUNTRY CHIEFS FOOTBALL**

**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.
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

\_\_\_\_\_  
David Lamerand, Village President

Attest:

\_\_\_\_\_  
Darlene Igl, WCMC/CMC, Village Clerk

LAKE COUNTRY CHIEFS FOOTBALL

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Signature of President of Organization

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Print Name