



ADMINISTRATION
210 COTTONWOOD AVENUE
HARTLAND, WI 53029
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PARK AND RECREATION BOARD AGENDA
MONDAY, MAY 2, 2016
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.)

Consideration of a Motion to Appoint a Park and Recreation Board Chairman for the Upcoming Year – duties involve running Park and Recreation Board meetings and being a member of the Jt. Architectural Board/Plan Commission

Approval of Park and Recreation Board Minutes – April 4, 2016 Meeting

Director of Public Works Items

Discussion and Possible Consideration of a request by David Cox, President of Kiwanis of Greater Hartland, to place Kiwanis signs on the two new park shelters at the Splash Pad at Nixon Park

Discussion of an Agreement with Lake Country Lacrosse and the Village of Hartland Regarding Use of Centennial Soccer Field that has been approved by staff

Recreation Director Items

Discussion and Possible Consideration of an Agreement with Christ the King Church, Delafield, WI for Recreation Department Facilities Use

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
MONDAY, APRIL 4, 2016
7:00 PM
Board Room
210 Cottonwood Avenue, Hartland, WI**

Present: Tina Bromberger, Tim Hallquist, Peggy Kallenberger, Dick Landwehr and Duane Lawson.
Excused: Curt Gundrum. Absent: Mike Cottrell.

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

Dave Pride was in attendance. He applied to be on the Ice Age Trail Committee. Mr. Pride expressed concern that only people under age sixteen are allowed to fish in Nixon Pond. It was explained to him that it is a DNR rule. He should contact the DNR for further explanation/rules.

Approval of Park and Recreation Board Minutes – January 4, 2016 Meeting, January 13, 2016 Special Park and Recreation Meeting and March 7, 2016 Meeting

Motion (Kallenberger/Lawson) to approve the January 4, 2016 Park and Recreation Board Minutes. Carried (4-0-1). Landwehr abstained.

Motion (Landwehr/Kallenberger) to approve the January 13, 2016 Special Park and Recreation Board Minutes. Carried (4-0-1). Bromberger abstained.

Motion (Bromberger/Landwehr) to approve the March 7, 2016 Park and Recreation Board Minutes. Carried (5-0).

Director of Public Works Items

Discussion and Possible Consideration of an Agreement with Arrowhead High School Lacrosse and the Village of Hartland Regarding Use of Centennial Football Field

Arrowhead wants to put in a temporary fence along the Highway K end zone. They dig a hole for a plastic "tub". It's flush with the ground and they slip temporary fence posts into it when they are playing games. The fence is removed after the game, but the tubs stay in. The holes are not in the field of play. Staff has looked at them – they have them at Arrowhead. The hole is four inches, but the tub is one inch. There would not be a tripping hazard. The temporary fence will help to keep the balls from going out to the highway.

DPW Director's concern was that when they pull the tub out of the ground, it would have to be filled and compacted. However, it is in the agreement that they would need to repair any holes or damage to the field. This is a one year trial and they should remove the tub when they are finished for the season.

Park and Recreation Board Meeting
April 4, 2016 Minutes

Motion (Landwehr/Lawson) to recommend to the Village Board approval of an Agreement with Arrowhead High School Lacrosse and the Village of Hartland Regarding Use of Centennial Football Field. 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

Tim Hallquist asked Mike Gerszewski about the status of the new batting cages.

The poles have been moved and the old cage has been removed. Mr. Gerszewski has not yet looked for a location at Centennial for a batting cage. The Nixon cage will be finished first and then it will be determined what funds are left over, if any.

Tom Ludtke from HAAA was present. He stated that the organization is trying to have a representative present at each Park Board Meeting. Tim Hallquist told Mr. Ludtke that he may want to call the Village each month before the meeting to see if there is any need to attend or check the Village website for the agenda, which is posted the Friday before the meetings.

Mr. Ludtke thanked the Village for all they do at the field. If HAAA has any items for discussion, they will submit them for the agenda. They have small projects, for example finishing up the score box project, that Mr. Ludtke is not sure needs to go to the Park Board. The asphalt for ADA compliance needs to be installed. He was advised to call Mike Einweck or Mike Gerszewski with any questions.

There was discussion regarding HAAA's desire for a separate water line for watering the field to keep the dust down. The logistics and costs of doing that were explained by Mike Gerszewski. Currently they use a garden hose hooked up to the hose bib. That water is metered along with the canteen water use. That can create high water usage and Del-Hart could charge the Village an additional DUE if consumption gets too high. Using the hose bib is labor intensive and the water pressure isn't very good.

Kelli Yogerst announced that the summer program guide will be sent out mid-to late April.

Adjourn

Motion (Kallenberger/Bromberger) to adjourn. Carried (5-0). Meeting adjourned at 7:29 PM

Respectfully submitted by
Recording Secretary,

Lynn Meyer
Deputy Clerk

KIWANIS

GREATER HARTLAND AREA KIWANIS CLUB
P.O. Box 444
HARTLAND, WI 53029



April 27, 2016

Mike Einweck, Public Works Director
Village of Hartland
210 Cottonwood Ave
Hartland WI 53029



Dear Mike,

As you will recall, the Kiwanis Club of Greater Hartland constructed the two new park shelters at the Splash Pad in Nixon Park. It is expected that the final electrical work on the shelters will be completed this summer. Related to our final completion, the Club desires to install signs on the ends of the two shelters indicating that they are Kiwanis projects. We are seeking permission from the Park Board and Department of Public Works to install these signs.

Attached to this letter is a photograph of the 30-inch round sign the Club would intend to install on the east end of the east shelter and the west end of the west shelter immediately under the eave. A second attachment shows the proposed location on the shelter. The signs would be mounted on a product called Omegabond, which is a 1/8-inch thick (3mm) sheet of PVC sandwiched between two pieces of aluminum. The signs would be mounted by the Kiwanis as desired by the Department of Public Works.

Please confer with the Park Board and advise if the installation of the signs is acceptable. As always, please contact me with any concerns or questions you may have.

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read 'David E. Cox'.

David E. Cox
President, Kiwanis of Greater Hartland



KIWANIS

INTERNATIONAL



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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.

Village of Hartland/Lake Country Lacrosse
Centennial Park Use Agreement

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, 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.

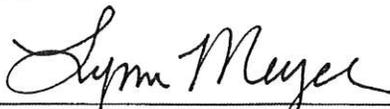
Dated this 20TH day of APRIL 2016.

Village of Hartland/Lake Country Lacrosse
Centennial Park Use Agreement

Village of Hartland

By: 
David E. Cox, Village Administrator

ATTEST


~~Darlene Igl, Village Clerk~~ Deputy Clerk

Lake Country Lacrosse

By: 
Printed Name: WAYNE J HOFFMAN
Title: DIRECTOR GIRLS PROGRAM

ATTEST


Printed Name: JASON ELLIS
Title: Dir. of equipment

Recreation and Community Education Agreement
Between the Village of Hartland
And the
Christ the King Lutheran Church

The Village of Hartland (hereinafter "Village") and Christ the King Lutheran Church (hereinafter "CTK") hereby agree to cooperate in the provision of Recreation and Community Education programming for the Village of Hartland and Christ the King Lutheran Church.

Through this partnership and agreement, expanded recreational and community education opportunities will be offered.

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

1. CTK will provide space to the Village for Recreation and Community Education programs on an agreed upon schedule.
2. CTK parishioners that are otherwise considered a non- resident according to the Village's residency requirements will receive the resident rate for any Village programs that are scheduled at the CTK facility.
3. CTK will provide access to and usage of specifically designated areas in the CTK building for programming at no charge, except additional costs not normally incurred by CTK may be charged upon prior mutual agreement of the parties. Recreation and Community Education programming will have priority over all other users except CTK functions.
4. Recreation and Community Education programs shall be subject to the same facility use rules as exist for other users of the facility. A copy of the rules is attached to this Agreement as Appendix "A" and is incorporated in the Agreement by reference as if fully set forth herein.
5. CTK agree, that notwithstanding the fact that the facility covered in this agreement is owned by a religious institution, the programs offered by the Village are non-secular, non-religious and open to persons of faith and beliefs or non-beliefs. CTK agrees not to perform outreach activities in or in proximity to the Village programs, other than static displays as they may exist in the facility.
6. Liability Insurance. In the interest of the partnership contemplated under this Agreement, the Village and CTK 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:

6.1 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.

6.2 No Waiver. Nothing contained within this agreement is intended to be a waiver or estoppels of the Village or the CTK 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

6.3 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.

6.4 Contents Insurance. During the term of this Agreement, the Village and CTK 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 programming.

Term of this agreement shall be one (1) year beginning with programs offered in May 2016 and shall automatically renew for one (1) year terms unless either party notifies the other party in writing of its intent to terminate the agreement not later than September 1 of the year prior to termination of the Agreement.

Approved as of the date of the last signature below

Approved Village of Hartland
_____ day of _____, 2016 .

David C. Lamerand
Village President

ATTEST

Darlene Igl
Village Clerk

Approved Christ the King Lutheran Church
_____ day of _____, 2016

Christ the King Lutheran Church
Representative

ATTEST

Lindsey Jordan
Pastor