



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

**PARK AND RECREATION BOARD AGENDA
MONDAY, APRIL 3, 2017
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 for March 6, 2017

Discussion and possible consideration of the Arrowhead Union High School Centennial Park Use Agreement for 2017.

Discussion and possible consideration of an agreement between the Village of Hartland and Patrick Endter to operate a Beer Garden in Nixon Park from June 8 – August 20, 2017.

Discussion and possible consideration of a proposal for Hartland's Neighborhood Night Out Activities in Nixon Park on August 3, 2017.

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, MARCH 6, 2017
7:00 PM
Board Room
210 Cottonwood Avenue, Hartland, WI**

Present: Mike Cottrell, Curt Gundrum, Tim Hallquist, Peggy Kallenberger, Dick Landwehr and Duane Lawson (left at 7:10 PM). Excused: Tina Bromberger

Others Present: Recreation Director Yogerst, DPW Director Einweck and Administrator Cox.

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.) – NONE.

Approval of Park and Recreation Board Minutes for January 9, 2017

Motion (Landwehr/Lawson) to approve the Park and Recreation Board Minutes of January 9, 2017. Carried (6-0).

Discussion and possible consideration of a request by Jack Sullivan for an Eagle Scout project to construct a Kiosk/Bulletin Board in Nixon Park

Mr. Sullivan gave a PowerPoint presentation describing his project. The kiosk/bulletin board would be a place where the Village, the Business Improvement District and the Ice Age Trail Alliance could post announcements and information to the community. It's a six-faced design with a roof structure. Each cork board/Plexiglas message board has locking doors. The proposed location is 15 yards south of the Fine Arts Center.

Basic measurements are a 10 ft. high roof and a 14 ft. x 14 ft. slab beneath the roof. The three two-sided message boards are 4 ft. x 4 ½ ft. and are 4 inches thick. The roof is a triangle shape with each side being 12 ft. long.

Mr. Sullivan is required to have step by step building instructions, which without a blueprint, Mr. Sullivan may need to make a change in the kiosk design. He has received similar blueprints for other kiosks that have been built in the area. It has been suggested that Mr. Sullivan could go to an architect to have his plan engineered and a blueprint made.

The other possible design has four double sided message boards with a roof. Adding a bench is also a possibility. There is also a plan with a two large-box design, instead of four.

The Park Board consensus was that they liked the idea of the bench and also the six faced design (if possible).

Each of the three groups would have keys to their message board.

Mr. Sullivan described the materials and costs for building the kiosk. He received generous donations of material and labor from Todd Gaugert of T. Gaugert Landscaping, Tim Bolin of Ultimate Landscaping and Okauchee Redi-Mix. The Business Improvement

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District donated \$1,500. The Village of Hartland has offered financial help. A presentation will be made to the Hartland Rotary for funding.

The Village of Hartland will maintain the kiosk after it is built.

Mr. Sullivan is working on a 50-page document to be reviewed and approved by the Potawatomi Boy Scout Council before he can begin the project.

The next step will be to receive approval from the Village Board.

The goal is to complete the project by late August.

Village staff has thoroughly investigated the recycled plastic lumber that was mentioned on the list of materials to be used for the kiosk. The same type of lumber will be used as part of the bridge over the Bark River at the Riverwalk apartments. There are a number of different items out on the marketplace. The cheapest material that is often used for backyard decks will sag. One of the products being considered for the bridge structure is a fiber reinforced plastic lumber that is very strong and sturdy. The main reason for using the fiber plastic rather than cedar is for long-term maintenance. The cedar would require either staining, painting or sealing every two years. Village staff has seen it used in a boardwalk and it can last 50 years. It is probably double the cost of cedar.

This kiosk would replace the existing bulletin board. One thing to consider during construction are the shallow underground electric wires from the Fine Arts Center to the warming shed.

Mike Einweck pointed out that in the plan, the points of the roof are extending over the paved pad. Staff requested that the roof be shortened from 12 ft. to 11 or 10 ft. so any drippings from the roof edge fall on concrete and not create a mud puddle. Staff had also suggested a 10 ft. high roof after seeing how other examples of kiosks at 7 ft. high were not tall enough. Colors used will be earth toned colors similar to the shelters/fine arts center.

Mr. Sullivan will continue to work with staff on the final details.

Motion (Landwehr/Kallenberger) to approve the concept request by Jack Sullivan for an Eagle Scout project to construct a kiosk/bulletin board in Nixon Park, subject to working with staff on the final details. Carried (5-0).

Discussion and possible consideration of a proposal by Patrick Endter to operate a Beer Garden in Nixon Park from June 8 – August 20, 2017

Patrick Endter presented his proposal for a trial period of operating a beer garden in Nixon Park from June 8 to August 20, 2017. The beer garden would be located in the grassy area between the concession stand and the warming house, next to the pond and the Bark River.

The beer garden would be open on Thursday and Friday from 4:00 PM – 9:00 PM and Saturday and Sunday's from Noon – 9:00 PM, subject to weather.

Operation would take place out of the existing concession stand. A temporary and removable service counter would be used outside the entrance of the concession stand.

Products served would consist of beer, wine, soda, brats, hot dogs, popcorn and pretzels. Additional food and/or drink may be carried in by patrons or delivered from local restaurants.

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The Village of Hartland would provide some picnic tables. If more tables are needed, Patrick Endter would provide the materials and the Village DPW would construct them. Bike racks would also be provided by Patrick Endter.

If deemed necessary, Patrick Endter will replace the current water heater. The existing restroom facilities would be used – additional port-a-potties are not proposed.

The interior of the concession stand would be modified to accommodate 2 beer coolers, as well as using the existing refrigerator to store food, additional packaged beer, soda and wine. In the event the beer garden would not continue, Patrick Endter would restore the concession stand to its original layout. A walk-in cooler for keg storage could be placed in back of the stage area. Another possibility for the walk-in cooler would be to store it in the warming shed. The cooler is 3 ft. x 6 ft. Mike Einweck mentioned that the rafters are 6 ft. 8 in. However, Mr. Endter said that he can take the cooler apart and reassemble it on site. Additional remeasuring may need to be done, but it should work. Staff would prefer that the cooler not be kept in the Fine Arts Center, assuming the warming shed floor can handle the weight of approximately 2,400 pounds of beer and assuming the height works. Mr. Endter will check into the possibility of side mounting the cooling unit.

All necessary licenses, permits, insurance etc., would be obtained by Patrick Endter.

A proposed 6% of gross sales would be paid to the Village of Hartland for the use and upkeep of the facilities and proposed area.

The walk-in coolers run 9 to 10 amps, however, Mr. Endter did not know how much electricity the Nescos would draw. He is willing to pay the additional electrical costs.

Patrick Endter will provide daily and weekly maintenance with assistance from the Village of Hartland DPW. (i.e. moving tables to allow for grass cutting, daily policing, cleanup of surrounding area, and cleaning of the bathrooms.) Any damaged grass would be re-seeded by Patrick Endter at the end of the trial period.

Lights will be strung from the trees to a temporary pole in the middle of the grassy area. There will be a temporary arch at the entrance to the concession stand area with the proposed name on it. Music will be performed by local artists or students as background.

Mr. Endter did have some concern for mosquitos. There was discussion regarding whether he could spray for insects. He was told to work with staff before he would do anything.

Beer will be dispensed in a 16 ounce glass mug and a 29 ounce glass stein. All the current beer gardens use glass. A \$5 deposit would be paid for each glass mug/stein. Some beer gardens allow customers to bring their own mug. Customers will also get a token so that someone who might take a person's mug when they are not looking, can't receive the \$5 deposit without a token.

If Mr. Endter would like to open on dates other than what is initially planned, he can work with staff.

An agreement will be put together to detail the guidelines for the beer garden and it can be brought before the Park Board (if they want) and then the Village Board for approval.

Park and Recreation Board Minutes
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The number of picnic tables needed was discussed. Mr. Endter was thinking 15 picnic tables, which if it is successful, would be too few. Mr. Einweck stated that it takes about one day to make a picnic table.

It was discussed that people would be allowed to walk around with their beverages as long as they stay in the park.

Mr. Endter would like to make Sundays a volunteer/fundraiser day. Little league baseball parents, a church, etc. can help staff the beer garden on Sunday (similar to what they do at Miller Park). It might help to get the word out that there is a beer garden in Nixon Park and the proceeds will go to the individual groups. He will promote using social media.

The Park Board was asked if they thought that it would be competition with HAAA/Land O Lakes games and their concession activities. The general consensus was that it would not interfere and it is a different crowd that would come to a beer garden.

The beer garden arch would be something that could be easily moved so that maintenance vehicles can use the path and grass cutting can take place.

Normally Nixon Park is mowed on Monday or Tuesday. Mr. Endter will have his staff move the picnic tables to a vacant parking lot space on Sunday night so that they are off the grass for mowing.

The question was raised about user fees. This will be a custom agreement and the Village will receive 6%. There will not be user fees.

Recreation Director Yogerst has been to the beer gardens in Milwaukee. In her opinion, a beer garden in Hartland will be well attended and an asset to the community. Depending upon the weather and the band, Thursday night concert attendance averages about 100 people.

When Estabrook Park Beer Garden opened, they projected 7 – 10 half barrels of beer a week would be sold. Currently a peak summer week will do up to 70. They have been open in Milwaukee for about five years. The hope is to bring more business to all of the Hartland downtown businesses.

JD Electric will be handling and donating electrician services. Mr. Endter's brother-in-law is a licensed plumber. He is also relying on some of his vendors for some start up support.

Motion (Cottrell/Gundrum) to accept the proposed concept by Patrick Endter to operate a Beer Garden in Nixon Park from June 8 – August 20, 2017, and to review the final agreement when it becomes available from staff. 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 member

Graffiti season has started. A number of items were tagged in Hartbrook last week and we are working with the Police Department.

Kelli Yogerst is working on the summer program guide. It should be out in mid-April.

Adjourn

Motion (Landwehr/Cottrell) to adjourn. Carried (5-0). Meeting adjourned at 8:18 PM.

Respectfully submitted by

Park and Recreation Board Minutes
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Recording Secretary,

Lynn Meyer
Deputy Clerk

Village of Hartland/Arrowhead Union High School Centennial Park Use Agreement

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

WHEREAS, the football field is frequently used by Arrowhead Union High School (hereinafter "AHS") when games and practices for Lacrosse are being played on the football field,

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

1. AHS will apply for the use of the football field for the spring season of Lacrosse (April through early June) by way of a Village provided Athletic Facility Reservation Form.
2. AHS is intending the use of the football field for all practices and games by the boys team(s) and occasional, overflow use by the girls team(s).
3. Use of score board and press box for games is to be coordinated with the Lake Country Chiefs who own these items.
4. The Village will provide standard field maintenance as necessary including watering, weed/pest control, and cutting.
5. Village agrees to a cut length of 2 ½ inches during the season. Standard cutting frequency is weekly.
6. Village will provide refuse/recycling collection.
7. Village will provide restroom maintenance and cleaning
8. AHS will adhere to the Village 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 trash/recyclable 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.

Village of Hartland/Arrowhead Union High School Centennial Park Use Agreement

13. AHS and Village will coordinate and agree on field use and cancellations due to weather or field conditions.
14. AHS and Village agree to explore the installation of a synthetic turf surface and other improvements at this field with the ultimate goal of utilizing the field for multiple sports including, but possibly not limited to, high school lacrosse and field hockey as well as football at lower levels and other public uses.
15. The fee to use the football field is \$70.00 per use. This includes games and practices. AHS will pay the full amount for the intended use of the football field prior to any use.
16. Neither AHS nor any other agency may place any advertising, names or logos on the Village property without prior written approval from the Village Park and Recreation Board and Village Board.
17. AHS will not be allowed to store hand tools, goals, field paint, or field painter at the Park. These items will need to be brought in for each use.
18. This Agreement is for a period of one year from the date hereof, at the end of that period, the agreement will automatically renew for an additional one-year term unless cancelled by Village Board action. The Village may modify the agreement or, if cancelled, require that AHS, 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). AHS 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 AHS at their November meeting.
19. The AHS will be required to maintain, throughout the period of recreational activities, insurance with coverage as provided below:
 - A. Comprehensive General Liability Insurance in an amount of at least \$1,000,000. The policy must include the Village and its agents, officers and employees as “additional insured” along with the appropriate endorsement pages.
 - B. Comprehensive Professional Liability Insurance in an amount of a least \$500,000 for coverage to insure the activities of the coaches, manager, administrators and officers of the organizations engaging in recreational activities on Village park land is recommended, but not required. The policy should include the Village and its agents, officers and employees as “additional insured”.

Village of Hartland/Arrowhead Union High School
Centennial Park Use Agreement

20. The AHS will provide to the Village a Five Hundred (\$500.00) dollar deposit that will be refunded if clean-up and field restoration is satisfactorily completed by July 1st. This may be retained by the Village if damage, other than vandalism, has occurred or cleaning of the facility is required. The Village would charge the current contract labor rate plus 50% for fringe benefits, any material costs and a 3% administrative charge for billing purposes.
21. Neither the AHS nor any other agency shall make any modifications/alterations to the facility without prior written approval of the Village.
22. The AHS 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 AHS use of the property or AHS items used on property. A certificate of insurance shall be provided to the Village at the beginning of each year.

Dated this _____ day of _____, _____.

Village of Hartland

By: _____

David Lamerand, Village President

Arrowhead Union High School

By: _____

Printed Name: _____

Title: Superintendent _____

Village of Hartland
Agreement Related to the Operation of a Beer Garden at Nixon Park

DRAFT – March 22, 2017

Whereas, the Village of Hartland (hereinafter “Village”) owns, maintains and operates Nixon Park and all of its various areas and facilities including the Fine Arts Center and the Concession Stand, and

Whereas, the Village and the Village of Hartland Park Board have reviewed a proposal and desire to allow the establishment of a beer garden at Nixon Park, the operation of which is described herein, and

Whereas, Patrick Endter, owner and operator of Endter’s Sports Grill (hereinafter “Endter”), will be the operator of the beer garden in accordance with this Agreement, and

Whereas, Wisconsin State Statute has given communities the responsibility and authority to designate Concessionaire(s) to operate at their facility and to serve beer.

NOW THEREFORE, THE VILLAGE AND ENDTER AGREE AS FOLLOWS.

1. Term – The term of this agreement shall commence on the execution of the agreement by both parties and will terminate upon completion of the obligations contained herein but not later than December 31, 2017. In the event a beer garden is to be operated in the future in Nixon Park, Endter would be granted the right of first refusal to engage in an agreement with the Village for that operation provided the terms of this agreement have been satisfactorily completed.
2. Endter is authorized to operate a Beer Garden as described herein on all Thursdays through Sundays from June 8, 2017 through August 20, 2017. The hours of the beer garden shall be not more than 4:00pm until 9:00pm on Thursdays and Fridays and from 12:00pm (noon) until 9:00pm on Saturdays and Sundays.
3. Usage Fee – In exchange for the use of the facilities and implementation of this agreement, Endter shall pay to the Village an amount equal to six percent (6%) of the gross sales for all items and products sold at the beer garden or associated with the beer garden operation. Usage Fee shall be paid weekly on or before each Wednesday for the previous week. Payment shall be accompanied by such written evidence of sales as is mutually agreed upon by Endter and the Village Administrator or his designee.
4. Location
 - a. Sales and storage related to the beer garden will occur from the Fine Arts Center Concession Stand and Endter will be allowed to modify the interior of the Concession Stand and will be allowed to construct and store in the Concession Stand a service counter to facilitate the operation. Any and all improvements or modifications to the interior of the Concession Stand shall be approved in advance by the Village Administrator or his designee. Upon termination of this Agreement and if no successor agreement is anticipated, Endter shall remove any equipment installed for the beer garden operation and shall restore the Concession Stand to original or better condition.
 - b. Storage of beer may be allowed in a cooler provided by Endter in a location approved by the Village Administrator within the Fine Arts Center.

- c. Consumption of food and beverages sold at the beer garden may occur at any location within or without the park with the exception of alcoholic beverages, which must be consumed in the park.
 - d. Garden Area – the grassy area generally south of the Fine Arts Center, north of the warming shed structure and between the parking lot and the pond will be authorized for a concentration of tables and the installation of suspended festoon lighting to create a beer garden area for the patrons. Installation of festoon lighting, including installation of the center support pole and height shall be approved in advance by the Village Administrator or his designee.
5. Products and Licenses – Endter is authorized to sell beer, wine, soda and other non-alcoholic beverages, brats, hot dogs, popcorn, pretzels and other similar foods. Further, Endter is authorized to engage live musical acts of a nature appropriate for the setting and for background or atmosphere. Endter shall seek and receive all appropriate licenses including proper restaurant and food service licenses from Waukesha County and a Class “B” Retailer’s License for Fermented Malt Beverages, a “Class C” Retailer’s License for Wine and a Cabaret License from the Village of Hartland.
6. Other Provisions.
- a. On all days the beer garden is in operation, Endter shall:
 - i. Provide daily cleaning and restocking of the bathroom facilities in the Fine Arts Center
 - ii. Provide daily inspection and cleaning of the area of Nixon Park west of the driveway entrance from East Park Avenue and shall remove any trash found
 - iii. Empty all refuse and recycling containers in Nixon Park daily and deposit same into the appropriate disposal containers provided by the Village. If additional refuse and recycling containers are needed in Nixon Park, the purchase of such containers shall be coordinated with the Public Works Director at Endter’s cost.
 - b. Endter shall be responsible for the installation and all maintenance related to any equipment installed for the purpose of operation of the beer garden including coolers, counters, entry arch and festoon lighting and removal of same within 30 days of the last day of operation.
 - c. Endter will pay the materials costs associated with construction of any additional tables needed to be built by the Department of Public Works to stock the aforementioned Garden Area with an agreed upon number of tables.
 - d. On a weekly basis, Endter shall relocate the tables from the aforementioned Garden Area to and from a location mutually agreed upon by Endter and the Public Works Director to facilitate mowing by the Village. This weekly table relocation is expected to occur on Sunday nights for mowing on Monday through Thursday. Tables are to be relocated immediately after mowing. If mowing activities have not taken place, the tables may be relocated on Thursdays after 3:00pm.
 - e. Within 30 days of the last day of operation, Endter shall seed and restore any grassed areas damaged by the operation.
 - f. Endter’s agrees not to place any advertising, names or logos on the Village property without prior written approval from the Village Park and Recreation Board and Village Board.
7. Village will provide standard electric, water and sewer utility service to the Fine Arts Center and Warming Shed. Excess costs for those services directly attributed to operation of the beer garden may be charged to Endter.

8. Village provides refuse disposal services in connection with the operation of Nixon Park. To the extent these services are adequate to serve the needs of the beer garden, the Village will provide this service at no cost to Endter. Additional refuse disposal costs will be at Endter's cost.
9. Subject to weather conditions, the Village will provide mowing services in accordance with its usual practices in Nixon Park on Monday's through Thursdays. Trimming of grass adjacent to the pole installed to support the festoon lighting shall be Endter's responsibility and the Village will not cut or trim this grass.
10. 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.
11. Nothing in this Agreement shall be construed to make the agent(s) of one party the agent(s) of the other.
12. Nothing contained within this agreement is intended to be a waiver or estoppels of the Village or Endter or their respective insurers to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statues 893.80, 895.475 through 895.62 and 345.05.
13. Endter is required to maintain, throughout the period of this Agreement, 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. Workers Compensation Insurance in compliance with the laws of the State of Wisconsin.
14. Endter 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 Endter's operation of the beer garden in Nixon Park.

Village of Hartland

By: _____ Date: _____

David Lamerand, Village President

Patrick Endter
Endter's Sports Grill

By: _____ Date: _____

Patrick Endter, Owner of Endter's Sports Grill

HARTLAND's NEIGHBORHOOD NIGHT OUT (HNNO)

Thursday, August 3rd, 2016

We are looking to get approval to host an open house and scavenger hunt downtown. We are in the beginning stages of planning this event. A rough outline of the night's activities are below:

- 5-8:30 pm Business open house and scavenger hunt (downtown)
- 7-9:00 pm Classic rock band in park
- 9-10:30 pm Family movie in baseball diamond

Organizers responsibilities

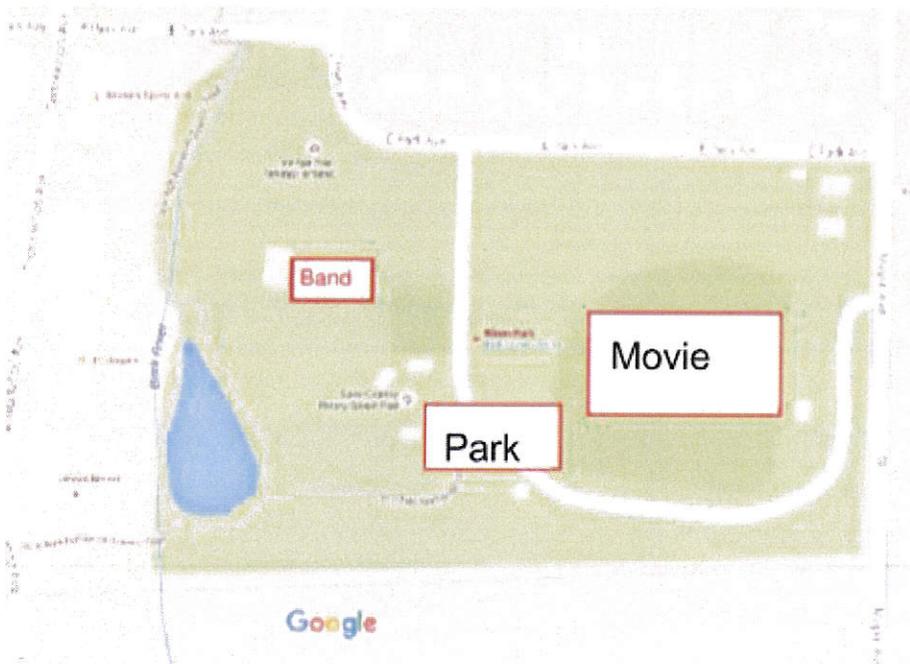
- Notify PD of event
- Notify the Village

Village/Park & Rec responsibilities

- Booking and coordinating the live music
- Organizing and setting up Movie in diamond

Parking

Participants will be encouraged to park by the Fine Arts Center (FAC)



Organizers:

Ana Alarcon- Senor Tomas
ana@alarconrestaurants.com
262-470-2494

Elise Miller- Lake Country Bed Barn
epmiller104@gmail.com
262-349-0034