

**PARK AND RECREATION BOARD AGENDA**  
**MONDAY MARCH 5, 2018**  
**7:00 PM**  
**BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

**Roll Call**

**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 Park and Recreation Board minutes of the February 5, 2018 meeting.

**Public Works Items**

2. Discussion and consideration of a request by Jack Sullivan for an Eagle Scout project to construct a Kiosk/Bulletin Board in Centennial Park.
3. Review and consideration of the agreement with Endter's for operating a Beer Garden at Nixon Park.
4. Discussion and consideration of Lake Country Lacrosse-Youth Boys agreement for use of Centennial Park football field.
5. Discussion and consideration of operating the Nixon Park Concession Stand with proposed improvements by HAAA.
6. Discussion and consideration of a Nixon Park canteen agreement with the LCYBS/Legion.

**Other items for consideration**

7. 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.
8. Adjourn.

Deidre Bushéy  
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.

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**PARK AND RECREATION BOARD MINUTES  
MONDAY, FEBRUARY 5, 2018  
7:00 PM  
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

Present: Mike Cottrell, Peggy Kallenberger, Dick Landwehr, Tim Hallquist, Duane Lawson, and Curt Gundrum

Excused: Tina Bromberger

Others: Mike Gerszewski

**7:00 PM Call to Order**

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

**1. Consideration of a motion to approve the Park and Recreation Board minutes of the January 8, 2017 meeting-**

Motion (Landwehr/Lawson) to approve the January 8, 2018 Park and Recreation Board minutes. Carried (6-0).

**Public Works Items**

**2. Presentation and Discussion of agenda preparation policy.**

Mike Gerszewski stated administration has put a policy in place agenda preparation because there wasn't one previously. He said the policy stipulates the time an item needs to be in prior to being put on an agenda. He said any board member can put an item on that agenda but there does still need to be documentation for the item.

**3. Presentation on status of the Planner Selection Committee (T. Bromberger)**

The committee met and there were 6 firms that gave proposals. It was narrowed down to 3 and those 3 will be brought in for interviews for the Park Corp study and Planning study.

**Recreation Director Item**

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

Kelli said minutes from the 3-6-17 and 6-5-17 Park Board meeting were included in the packets regarding Jack Sullivan's request for an Eagle Scout project to construct a kiosk at Nixon Park that he presented in March of 2017. He had presented 2 ideas, one being a 3 double sided kiosk which was more expensive and the other was 2 panel double sided with a bench and a roof, a much simpler plan. After some research Jack came back to the June meeting and stated the Boy Scout council had reviewed the 3 double sided 6 bulletin board and felt it was too in depth at Nixon Park and Kelli said the Ice Age trail Alliance didn't want the simpler plan. She said Jack Sullivan asked to build a simpler one at Centennial Park however no motion was made back then to pass it so a motion needs to be made to make it official. It will be double sided and for placement Kelli will be working with staff but said it possibly could go on corner by Ice Age Trail. There was brief discussion and Kelli said she will contact Jack and have him bring in his plans.

Motion (Cottrell/Gundrum) to table item until next meeting. Carried (6-0).

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.**

It was discussed that if the budget changes the Park and Recreation board members would like a copy.

6. **Adjourn**

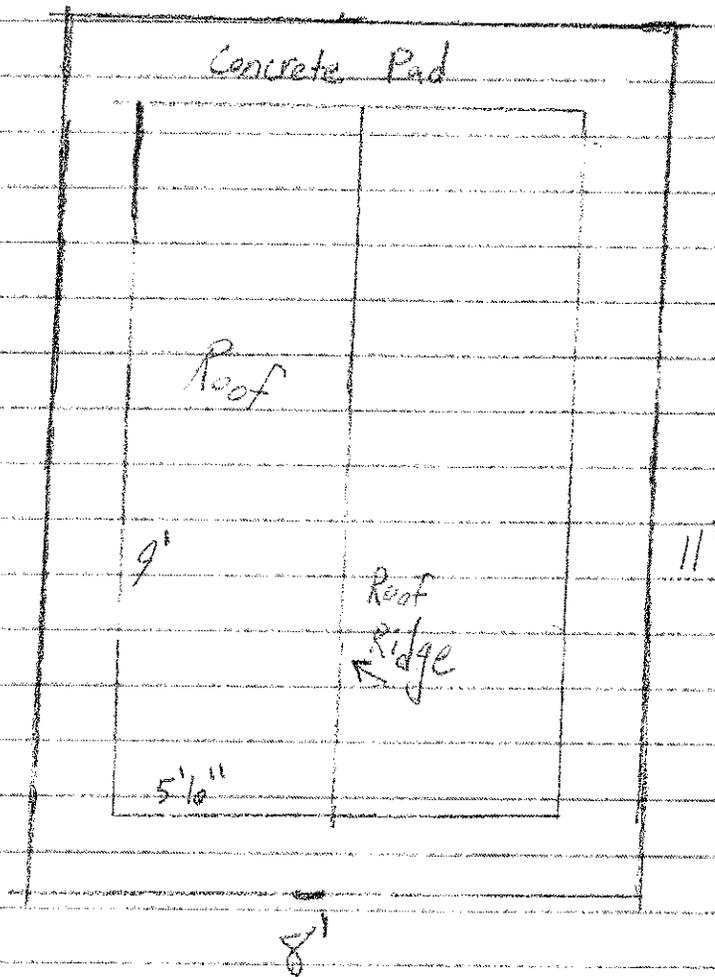
Motion (Kallenberger/Cottrell) to adjourn. Carried (6-0). Meeting adjourned at 7:16 PM.

Respectfully submitted  
By Recording Secretary,

Deidre Bushey  
Deputy Clerk

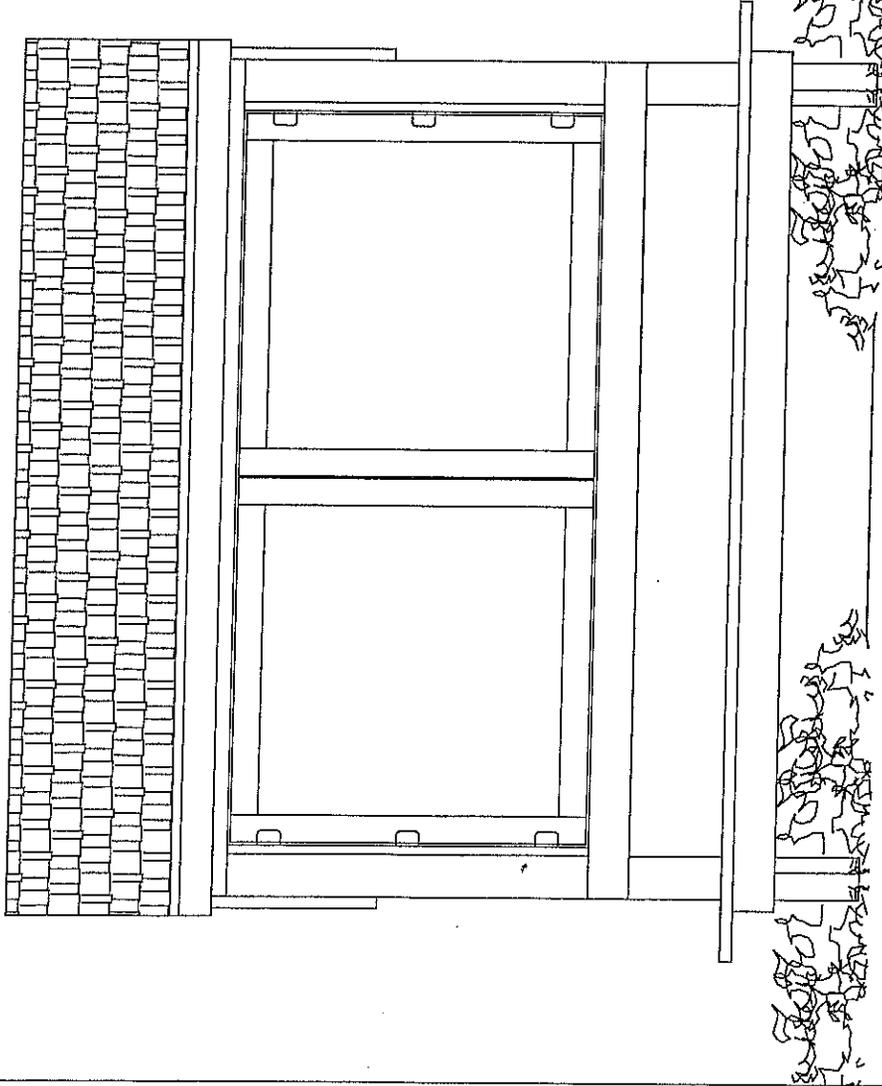
Jack Sullivan

# TOP of Kiosk



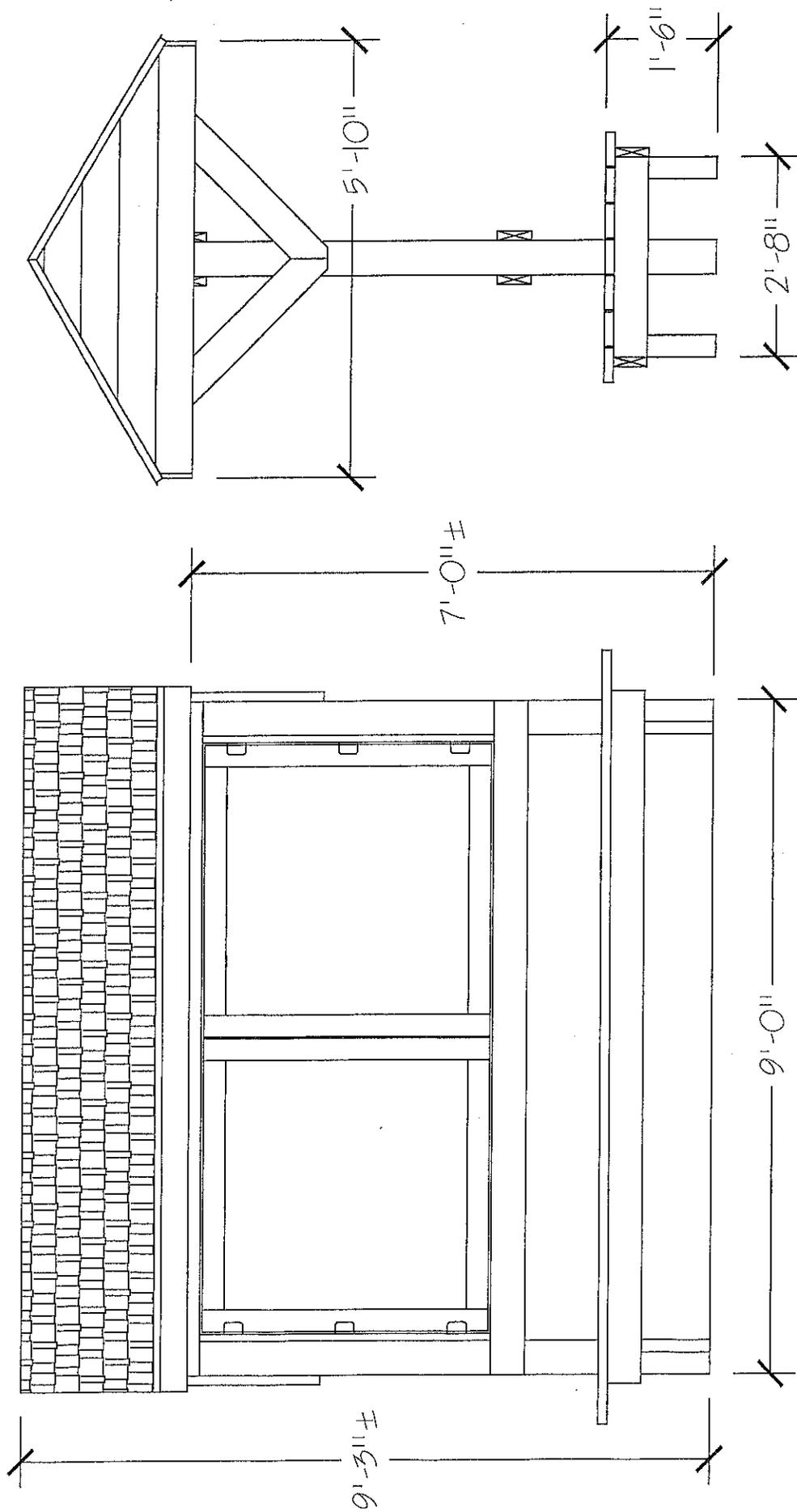
# RAINBOW BRIDGE KIOSK

ICE AGE TRAIL ALLIANCE - LODI VALLEY CHAPTER  
SOUTHERN COLUMBIA COUNTY



## SHEET INDEX

PAGE 1	TITLE SHEET
PAGE 2	ELEVATIONS
PAGE 3	FRONT DETAIL
PAGE 4	SIDE DETAIL
PAGE 5	AERIAL MAP



**FRONT VIEW**

**END VIEW**

**RAINBOW BRIDGE KIOSK**  
**ICE AGE TRAIL ALLIANCE - LODI VALLEY CHAPTER**  
**SOUTHERN COLUMBIA COUNTY**

SCALE: 1/2"=1'-0"

PAGE 2 OF 5

ROOF SYSTEM

- 2 x 4 RAFTERS 24" O.C.
- 1 x 6 P.T. FASICA
- 1/2" CDX SHEATHING
- 7/16" OSB SECOND LAYER
- 15# FELTPAPER
- 25 YEAR SHINGLES
- BROWN ALUM ROOF EDGE

- 1 x 6 P.T. FASICA
- 2 x 6 P.T. ANGLE BRACE 2 EA. SIDE

PLEXIGLASS WINDOW

6 x 6 P.T.

1 x 3 P.T. WINDOW FRAME

HINDGE

2 x 6 P.T. BOLT CONECTION

2 x 6 P.T. BENCH

2 x 6 P.T. BENCH FRAME-24" O.C.

4 x 4 P.T. BENCH SUPPORT

GRADE

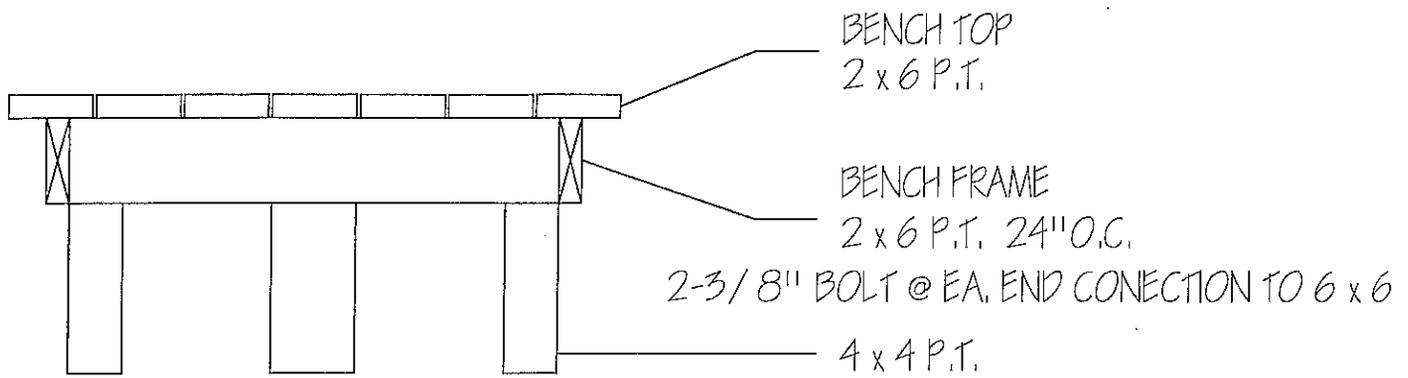
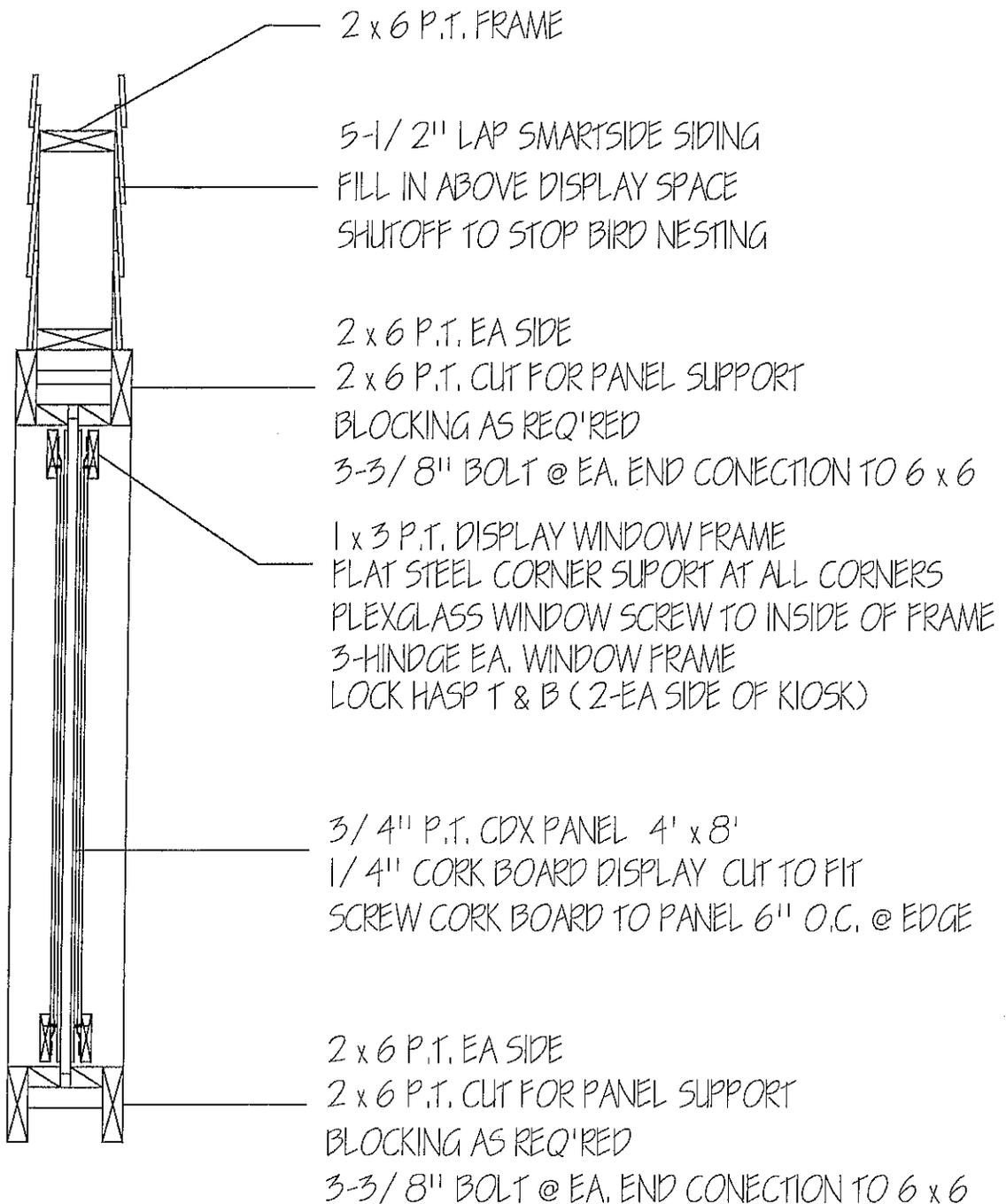
9'-0"

1'-6"

FRONT VIEW DETAIL

FOOTING SYSTEM

- PROVIDE FROST PROTECTION FOOTING 48" BELOW GRADE
- ALL POSTS TO HAVE;
- MIN 12" DIA. HOLE
- 40# SACKCRTE POURED AROUND BASE OF POSTS
- W/ COMPACTED FILL ABOVE



**SIDE VIEW DETAIL**

## Material List - Centennial Park Kiosk - Jack Sullivan

Materials	Amount	Price (TBD)
6x6x10' P.T. Post	2	
2x4x8' P.T. (Roofing)	10	
2x6x8' P.T. (Roof Support)	4	
4'x8'x3/4" Exterior grade plywood. (Message Board center)	1	
4x6x8" beam (Ridge beam)	1	
4x8x1/2" AC Plywood	3	
3-N-1 / 25 year asphalt Shingle	3	
ODE Wht Overhang drip edge	4	
Tan galvanized deck screws	3 lbs	
3/8 " x 8" Lag Bolts with washers and nuts	32	
Splitless siding nails	2 lbs	
8D galvanized roofing nails 1"	2 lbs	
2.5" 8D sinkers galvanized	2 lbs	
1x4x6' Rough cedar (Cedar siding above board)	8	
4' continuous stainless steel hinge	4	
2 1/2" safety hasp locks	4	
Stain /Sealer	1 gallon	
2" brushes	2	
Expansion foam 4 ft.	1	

Hurricane Brackets	16	
8 ft <sup>2</sup> Roofing felt		
8" SONO tubes 4' long	4	
3 ½ ' x3 ½ ' sheets of plexiglass	4	
2x6 Cedar (Message Board support)	8	
2x6x10' cedar (Bench)	10	
6"x4" gang nails (Nailing plate)	6	
1x3 boards (for box)	8	
4'x8' sheets of corkboard (or similar)	2	
8' cedar siding board	6	
6'x6' Post Bracket	2	
4'x4' Post Bracket	4	
4" long ⅜" galvanized lag screws	16	
1 lb of 16 d coated sinkers	1 lb	
¼"x2" Tapcon concrete anchor	16	
⅜" lag bolts 10" long with nuts and washers	4	

**MEMO**

**TO:** Park and Recreation Board  
**FROM:** Michael Einweck, Director of Public Works   
**DATE:** February 28, 2018  
**SUBJECT:** Nixon Park Beer Garden Agreement

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The Park and Recreation Board is requested to review and consider the attached agreement for the operation of a Beer Garden at Nixon Park. Pat Endter, who operated the beer garden last year, is requesting a new four (4) year agreement with the Village. The new agreement would run for approximately 19 weeks a year from the Thursday before Memorial Day until the end of September.

Last year, the Village received 6% of the gross sales that were made at the park. This corresponded to \$458.32 weekly average revenues to the Village over the 11 weeks that the beer garden was operated, or a total revenue of \$5,041.56. The new agreement calls for a flat \$500.00 a week revenue that would generate \$9,500.00 for the year. This amount would be increased by 2% over the original amount for the remaining years of the contract.

The Park Board's action would then be forwarded to the Village Board for their consideration of the agreement. In the near future, Pat Endter, may be coming before the Park Board with proposed physical improvements to the park associated with the beer garden.

Attachment

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

DRAFT – February 28, 2018

**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 initial 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~~2018. ~~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. This agreement shall be automatically extended for three (3) additional terms as described herein in paragraph 4 unless the Village or Endter terminates the agreement by written notice delivered on or before January 31 of the successive years.~~
2. Endter is authorized to operate a Beer Garden as described herein on all Thursdays through Sundays from ~~June 8, 2017~~May 24, 2018 through ~~August 20, 2017~~September 30, 2018. 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. These hours may be extended during specific events or activities in the park with prior approval of the Park Board or the Village Administrator.
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~~five hundred dollars (\$500) per week. 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. Term Extensions – Except as otherwise terminated, this agreement shall automatically extend on an annual basis for up to three (3) additional years at the following terms and conditions:
  - a. Beer Garden operation May 23, 2019 to September 29, 2019. Usage Fee: \$510 per week
  - b. Beer Garden operation May 21, 2020 to September 27, 2020. Usage Fee \$520 per week
  - ~~c.~~ Beer Garden operation May 27, 2021 to October 3, 2021. Usage Fee \$530 per week

4.5. 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~~ may be required to 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.

5.6. 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.

6.7. 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.

e.d. Endter may be specifically authorized to undertake additional improvements to the Fine Arts Center facility, the structure on the Nixon Park property commonly referred to as the Warming Shed or to the area utilized for the Beer Garden operation upon approval of the Park Board,

Planning Commission/Architectural Board (as necessary) and the Village Board. Such improvements will be at Endter's sole expense except as otherwise agreed upon.

- ~~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.

~~7.8.~~ 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.

~~8.9.~~ 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.

~~9.10.~~ 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. Endter shall provide mowing and grass maintenance services in the area utilized for the Beer Garden at his sole expense and in coordination with the Director of Public Works or his designee. The Village accepts no liability for Endter's mowing or grass maintenance activities and reserves the right to provide mowing or maintenance to this area as the Director of Public works may deem necessary.

~~10.11.~~ 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.

~~11.12.~~ Nothing in this Agreement shall be construed to make the agent(s) of one party the agent(s) of the other.

~~12.13.~~ 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 Statutes 893.80, 895.475 through 895.62 and 345.05.

~~13.14.~~ 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.

14.15. 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~~Jeffrey Pfannerstill, Village President

Patrick Endter  
Endter's Sports Grill

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

Patrick Endter, Owner of Endter's Sports Grill

**PARK BOARD**  
**APPLICATION FOR PLACEMENT ON AGENDA FOR ACTION PLAN APPROVAL**

Location of Work <u>Centennial Park</u>			
Group Sponsoring Work <u>Lake Country Lacrosse</u>			
Contact Person <u>Jason Ellis</u>		Phone <u>262-337-3273</u>	EMAIL
Address <u>1405 Capitol Drive</u>		City <u>Pewaukee</u>	State <u>WI</u> Zip <u>53072</u>
Alternate Contact Person <u>Wayne Hofman</u>		Phone	EMAIL
Address		City	State Zip
Comments:			
Contractor Name		Phone	EMAIL
Address		State	Zip
Insurance <u>ON RECORD - will update for 2018 prior to use</u>			
Contractor Name		Phone	EMAIL
Address		City	State Zip
Insurance			

Any group or individual desiring to do any work in any Village Park must submit an "Action Plan" for Park Board approval.

The Park Board meets on the **first Monday of the month at 7:00 p.m.** in the Village Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue in the Village of Hartland.

The **DEADLINE for submitting information to Village Hall for the agenda is on the fourth Monday of the month at 4:30 p.m.** All of the following information must be received prior to the deadline to be considered for the agenda. Anything received after the deadline will be put on the following month's agenda.

All plans, narratives, drawings, etc. must be submitted with ten (10) copies by the deadline.

**Items to be submitted in the Action Plan:**

1. Detailed description of what work is to be performed and by whom--volunteer/contractor.
2. Any literature or brochures for equipment to be installed or used in the Park System.
3. Any detailed drawings of equipment to be installed.
4. The time frame of work.
5. The responsibility to be assumed by DPW/work to be assumed by the group (be specific).
6. Copy of any proposal(s) received by the group from contractors/suppliers.
7. Copy of drawings/plans/specifications for Building Inspector to review (if needed).
  8. Map showing location of work including dimensions.
  9. Narrative/draft agreement regarding long term maintenance.
  10. Estimated cost of work/improvement(s).

**NOTE:** Approval by the Park Board is not permission to begin construction. The Department of Public Works must be informed 72 hours prior to commencement of work. All permits must be in order. Diggers Hotline must be contacted 72 hours prior to commencement of work for utility locates.

Date Applied: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_ Approval \_\_\_\_\_

We are looking to use the main field (football field) on multiple Saturdays & Sundays in April, May and the first week of June for Youth Lacrosse games. The grade levels are 3/4, 5/6, 7/8. We currently use Stone Bank fields and are overly-cautious with our approach, especially during rainy days. We would appreciate the opportunity.

Thanks,



## Village of Hartland/Lake Country Lacrosse-boys 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 Lake Country Lacrosse- youth boys (hereinafter "LCL-YB") when games and practices for Lacrosse are being played on the football field,

### **NOW THEREFORE, THE VILLAGE AND LCL-YB HEREBY AGREE AS FOLLOWS:**

1. LCL-YB 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. LCL-YB 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. LCL-YB will adhere to the Village Field Use Guidelines.
9. LCL-YB will perform any and all required or desired field marking/painting.
10. LCL-YB will provide field equipment including, but not limited to, goals and other equipment necessary for practice or games.
11. LCL-YB will clean area after each use and deposit trash/recyclable items into collection containers.
12. LCL-YB 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-YB 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/Lake Country Lacrosse- Youth Boys Centennial Park Use Agreement

13. LCL-YB and Village will coordinate and agree on field use and cancellations due to weather or field conditions.
14. LCL-YB 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. LCL-YB will pay the full amount for the intended use of the football field prior to any use.
16. Neither LCL-YB 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. LCL-YB 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 LCL-YB, 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). LCL-YB 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 LCL-YB at their November meeting.
19. The LCL-YB 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/Lake Country Lacrosse- Youth Boys  
Centennial Park Use Agreement**

20. The LCL-YB 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 LCL-YB nor any other agency shall make any modifications/alterations to the facility without prior written approval of the Village.
22. The LCL-YB 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-YB use of the property or LCL-YB 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: \_\_\_\_\_

Jeffrey Pfannerstill, Village President

**Lake Country Lacrosse-Youth Boys**

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

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

Title: Superintendent \_\_\_\_\_



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

**PARK & RECREATION BOARD**  
**APPLICATION FOR PLACEMENT ON AGENDA FOR ACTION PLAN APPROVAL**

Location of Work				REGARDING NIXON PARK CONCESSION STAND OPERATION			
Group Sponsoring Work				HAAA AND IMPROVEMENTS			
Contact Person			Phone		EMAIL		
TOM LUDTKE			262-367-5946		TLUDTKE@		
Address		City	State	Zip			
311 NORTH AVE		HARTLAND	WI	53029		SBCG COSAK	
Alternate Contact Person			Phone		EMAIL		
					.NET		
Address		City	State	Zip			
Comments:							
Contractor Name			Phone		EMAIL		
Address			State		Zip		
Insurance							
Contractor Name			Phone		EMAIL		
Address		City	State	Zip			
Insurance							

Any group or individual desiring to do any work in any Village Park must submit an "Action Plan" for Park Board approval.

The Park Board meets on the **first Monday of the month at 7:00 p.m.** in the Village Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue in the Village of Hartland.

The **DEADLINE** for submitting information to Village Hall for the agenda is on the **fourth Monday of the month at 4:30 p.m.** All of the following information must be received prior to the deadline to be considered for the agenda. Anything received after the deadline will be put on the following month's agenda.

All plans, narratives, drawings, etc. must be submitted with ten (10) copies by the deadline.

**Items to be submitted in the Action Plan:**

1. Detailed description of what work is to be performed and by whom--volunteer/contractor.
2. Any literature or brochures for equipment to be installed or used in the Park System.
3. Any detailed drawings of equipment to be installed.
4. The time frame of work.
5. The responsibility to be assumed by DPW/work to be assumed by the group (be specific).
6. Copy of any proposal(s) received by the group from contractors/suppliers.
7. Copy of drawings/plans/specifications for Building Inspector to review (if needed).
  8. Map showing location of work including dimensions.
  9. Narrative/draft agreement regarding long term maintenance.
  10. Estimated cost of work/improvement(s).

**NOTE:** Approval by the Park Board is not permission to begin construction. The Department of Public Works must be informed 72 hours prior to commencement of work. All permits must be in order. Diggers Hotline must be contacted 72 hours prior to commencement of work for utility locates.

ate Applied: FEB 27<sup>th</sup> 18 Date of Meeting: MARCH 5<sup>th</sup> 18 Approval: \_\_\_\_\_

REPRESENTATIVES OF HAAA, LCYBS, & HARTLAND  
LEGION MET TO DISCUSS UPCOMING  
SEASON AT NIXON PARK, I WOULD  
LIKE TO BRIEF THE BOARD ON  
THE RESULTS OF THE MEETING AND  
OF PROPOSED CHANGES / IMPROVEMENTS  
DISCUSSED.

# Village of Hartland/Lake Country Youth Baseball and Softball Nixon Park and Canteen Agreement (Original 2-28-2018)

**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 Lake Country Youth Baseball and Softball (hereinafter "LYCBS") when games are being played on the ball field,

## **NOW THEREFORE, THE VILLAGE AND LCYBS HEREBY AGREE AS FOLLOWS:**

1. The LCYBS will apply for all necessary permits required by Village and Waukesha County to sell fermented malt beverages and food product.
2. Neither the LCYBS 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 LCYBS 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 LCYBS's responsibility to secure their equipment and food product prior to the permitted use. It is acknowledged that another canteen user owns certain equipment within the canteen and retains the right to schedule use of their equipment for associated food and beverage sales.
4. The LCYBS shall thoroughly clean the canteen area and remove all equipment and materials from the canteen with the exception of the refrigerators, before August 10th 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 LCYBS, 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). LCYBS 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 LCYBS at their November meeting.
6. The LCYBS 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 LCYBS will provide to the Village a Five Hundred (\$500.00) dollar deposit that will be refunded if clean-up is satisfactorily completed by August 10th. 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.

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8. The LCYBS will pay for twenty-five percent (25%) of the electric utility costs during the months of field use, typically; May, 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 LCYBS given 30 days to pay the Village.

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

10. The LCYBS 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 LCYBS 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 LCYBS use of the property or LCYBS items used on property. LCYBS 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 LCYBS 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 LCYBS 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.

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Nixon Park and Canteen Agreement (Original 2-28-2018)

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

**Village of Hartland**

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

David E. Cox, Village Administrator

**Lake Country Youth Baseball and Softball**

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

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

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