

**PARK AND RECREATION BOARD AGENDA - AMENDED**  
**MONDAY NOVEMBER 4, 2019**  
**6:30 PM**  
**BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

**Call to Order**

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

1. Consideration of a motion to approve the Park and Recreation minutes of the October 7, 2019 meeting.

**Public Works Items**

2. Discussion and possible consideration of a cabinet for the Nixon Canteen, HAAA, Tom Lutdke.
3. Discussion and possible consideration of Annual Review of the Bark River and Nixon Park Canteen agreements with HAAA, Lake Country Lacrosse Centennial Park Use Agreement and the Score Board/Pressbox Agreement with the Lake Country Chiefs.
4. Discussion and possible consideration on a Food truck policy.
5. Discussion and possible re-consideration of Park Shelter Reservation fees & deposit fees.
6. Discussion and possible consideration of Field Rental fees.
7. Discussion and possible consideration of Field prep fees.
8. Discussion and possible consideration of Fine Arts Center fees.

**Other items for consideration**

9. 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.
10. Adjourn

Deidre Bush y  
Deputy Clerk

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

**PARK AND RECREATION BOARD MINUTES**  
**MONDAY, OCTOBER 7, 2019**  
**7:00 PM**  
**BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

Present: Tim Hallquist, Curt Gundrum, Peggy Kallenberger, Duane Lawson and Tina Bromberger.  
Absent: Kelli Yogerst.  
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 minutes of September 3, 2019 meeting.**

Motion (Bromberger/Connor) to approve the Park and Recreation minutes of September 3, 2019 with correction of the vote count on item #6 to 4-1. Carried (5-0).

**Public Works Items**

**2. Discussion and possible consideration regarding projects at Bark River & Nixon & policies, HAAA- Tom Ludtke.**

Tom Ludtke of HAAA was present and brought up the new banner policy that the Park Board recently worked on. He said he was trying to compare apples to apples with another facility like City of Oconomowoc Roosevelt Park, where an outside user groups uses their fence to advertise for local businesses. Mr. Ludtke said he emailed someone in that group and has only heard that everything is controlled by the baseball club, and the city does get any money from the banner sales. Gerszewski and Bromberger said that some of the info they got came from City of Oconomowoc. Mr. Ludtke said he felt the fee amount for the whole season was too high. There was brief discussion on the fee and standards for the banner. Hallquist said his opinion is that he would rather have more expensive than cheaper and doesn't want to see a lot of banner signs up.

Mr. Ludtke also said he would like to see user group meetings brought back to 2 times a year like there used to be 10 years ago, to go over how things are going. There was brief discussion on bringing the meetings back. Mr. Ludtke said there is a need for a cabinet or 2 in the canteen on the wall at the Nixon Canteen, and he wanted to bring it to the attention of the Park Board that they will be looking into that. Gerszewski asked how many refrigerators are in Nixon Canteen and Mr. Ludtke said there are 2 refrigerators and a stand

\$3000 increase. He said dance academy is the same and the operating supplies expenses went down. Gerszewski said her overall budget went up 2.7%.

Motion (Connor/Gundrum) to approve the 2020 Park & Recreation Budget. Carried (5-0).

**Other items for consideration**

- 7. 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.**

There was discussion about the Park Board meeting time being moved to 6:30 p.m.

- 8. Adjourn**

Motion (Bromberger/Gundrum) to adjourn. Carried (5-0). Meeting adjourned at 7:39 PM.

Respectfully submitted  
By Recording Secretary,  
Deidre Bushey  
Deputy Clerk

**Village of Hartland/Hartland Athletic Advancement Association**  
**Bark River Park and Canteen Agreement** (Revised 11-02-2015)

**WHEREAS**, the Village of Hartland (hereinafter "Village") owns and maintains a canteen in the Bark River Park in the Village; and

**WHEREAS**, the canteen is frequently used by Hartland Athletic Advancement Association (hereinafter "HAAA") when games are being played on the ball field,

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

1. The HAAA will apply for all necessary permits required by Village to sell fermented malt beverages and food product.
2. The HAAA acknowledges that the canteen is located in a designated flood plain/floodway, and hereby releases the Village from any claims that the HAAA may have arising out of flood or water damage to the HAAA equipment/materials in the canteen, at any time in the future.
3. Neither the HAAA nor any other agency may place any advertising, names or logos on the Village property without prior written approval from the Village Park and Recreation Board and Village Board.
4. The responsibility and authority to schedule and allow use of the softball field/shelter, rest rooms and canteen for all HAAA league play and/or any tournaments or other users shall remain solely with the Village. When other users are permitted by the Village to use the facilities, it shall be HAAA's responsibility to secure their equipment and food product prior to the permitted use. It is acknowledged that the HAAA owns certain equipment within the canteen and retains the right to schedule use of their equipment for associated food and beverage sales.
5. The HAAA will be allowed to store hand tools, bases, field chalk, chalker and field dry material in the storage room of the canteen. This area shall be kept in a clean and tidy manner at all times.
6. The HAAA shall thoroughly clean the canteen and garage area and remove all equipment and materials from the canteen and garage area with the exception of the shelves, the walk-in cooler, the refrigerator, the standup freezer and the popcorn maker. All electrical devices shall be turned off and unplugged, before October 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**  
**Nixon Park and Canteen Agreement** (Revised 11-02-2015)

**WHEREAS**, the Village of Hartland (hereinafter "Village") owns and maintains a canteen in the Nixon Park in the Village; and

**WHEREAS**, the canteen is frequently used by Hartland Athletic Advancement Association (hereinafter "HAAA") when games are being played on the ball field,

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

1. The HAAA will apply for all necessary permits required by Village to sell fermented malt beverages and food product.
2. Neither the HAAA nor any other agency may place any advertising, names or logos on the Village property without prior written approval from the Village Park and Recreation Board and Village Board.
3. The responsibility and authority to schedule and allow use of the ball field and canteen for all HAAA league play and/or any tournaments or other users shall remain solely with the Village. When other users are permitted by the Village to use the facilities, it shall be HAAA's responsibility to secure their equipment and food product prior to the permitted use. It is acknowledged that the HAAA owns certain equipment within the canteen and retains the right to schedule use of their equipment for associated food and beverage sales.
4. The HAAA shall thoroughly clean the canteen area and remove all equipment and materials from the canteen with the exception of the refrigerators, before October 15th of the year of this agreement. Any electrical devices shall be turned off and unplugged by the above date.
5. This Agreement is for a period of one year from the date hereof, at the end of that period, the agreement will automatically renew for an additional one-year term unless cancelled by Village Board action. The Village may modify the agreement or, if cancelled, require that HAAA, at their sole expense, remove all of their equipment and restore all Village property to its condition prior to installation of these items (see item eleven). HAAA may with the Village Park and Recreation Board approval, donate these items to the Village. The Agreement will be reviewed annually by the Village Park and Recreation Board based on input from the Village Staff and the HAAA at their November meeting.
6. The HAAA will provide to the Village one set of keys to any locks in the canteen. This will not include any refrigerators where their product is stored.
7. The HAAA will provide to the Village a Five Hundred (\$500.00) dollar deposit that will be refunded if clean-up is satisfactorily completed by October 15th. This may be retained by the Village if damage, other than vandalism, has occurred or cleaning of the facility is required. The Village would charge the current contract labor rate plus 50% for fringe benefits, any material costs and a 3% administrative charge for billing purposes.

## 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.
  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).

**SCORE BOARD/PRESSBOX AGREEMENT**  
**VILLAGE OF HARTLAND AND LAKE COUNTRY CHIEFS FOOTBALL**  
(Revised 11-02-2015)

**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 and the Village 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.

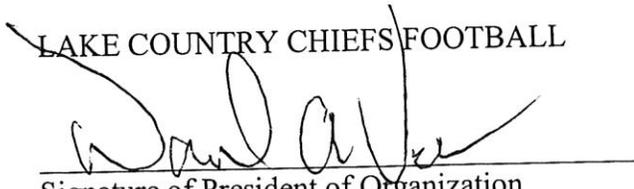
9. Chiefs hereby agree to indemnify and hold harmless the Village, its officers, employees and agents from all claims, losses, damages, and expenses arising out of or associated with the construction, installation, maintenance or use of the scoreboard and press box.
10. Chiefs shall provide to the Village one set of keys to any locks on the scoreboard and press box and any associated electric panels/boxes.

Dated this 20<sup>th</sup> day of Jan, 2018.

VILLAGE OF HARTLAND

\_\_\_\_\_  
David E. Cox, Village Administrator

LAKE COUNTRY CHIEFS FOOTBALL

  
\_\_\_\_\_  
Signature of President of Organization

David A. Volk  
\_\_\_\_\_  
Print Name

2015 Rev. Centennial Score Board Agreement

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

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 \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**Village of Hartland**

Village of Hartland/Lake Country Lacrosse  
Centennial Park Use Agreement

By: \_\_\_\_\_  
David E. Cox, Village Administrator

ATTEST

\_\_\_\_\_  
Darlene Igl, Village Clerk

**Lake Country Lacrosse**

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

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

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

ATTEST

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

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

Village of Hartland/Lake Country Lacrosse  
Centennial Park Use Agreement

**Village of Hartland**

By: \_\_\_\_\_  
Jeff Pfannerstill, Village President

ATTEST

\_\_\_\_\_  
Darlene Igl, Village Clerk

**Lake Country Lacrosse**

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

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

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

ATTEST

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

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

**Village of Hartland/Hartland Athletic Advancement Association**  
**Nixon Park and Canteen Agreement** (Revised 11-02-2015)

8. The HAAA will pay for seventy-five percent (75%) of the electric utility costs during the months of field use, typically; May, June, July, and August. Additional months may be added if there are scheduled games or tournaments in other months. This will be billed on a monthly basis with the HAAA given 30 days to pay the Village.
9. Neither the HAAA nor any other agency shall make any modifications/alterations to the facility without prior written approval of the Village.
10. The HAAA shall be responsible for keeping the facilities in a clean and sanitary condition at all times. This includes all trash pickup in the park after game use; sweeping around the canteen; general housekeeping in the canteen and rest rooms that includes restocking of toilet paper; and removal of debris in and around the bleachers and dugouts.
11. The HAAA shall indemnify, defend and hold harmless the Village of Hartland and its elected officials, board members and employees from and against any and all claims, costs, expenses, losses, damages, demands, actions or causes of action which may be asserted against or incurred by Village as a result of HAAA use of the property or HAAA items used on property. HAAA shall also maintain its own property and liability insurance that insures its property and damages that may result to Village property under any and all peril. A certificate of insurance shall be provided to the Village at the beginning of each year.
12. The HAAA will be required to maintain, throughout the period of recreational activities, insurance with coverage as provided below:
  - A. Comprehensive General Liability Insurance in an amount of at least \$1,000,000. The policy must include the Village and its agents, officers and employees as “additional insured”.
  - B. Comprehensive Professional Liability Insurance in an amount of a least \$500,000 for coverage to insure the activities of the coaches, manager, administrators and officers of the organizations engaging in recreational activities on Village park land is recommended, but not required. The policy should include the Village and its agents, officers and employees as “additional insured”.

The HAAA will be required to maintain, throughout the period of sale of alcoholic beverages, the appropriate alcohol licensing and insurance with coverage as provided below:

- A. Comprehensive Liquor Liability Insurance in an amount of at least \$1,000,000. The policy must include the Village and its agents, officers and employees as “additional insured”. A Certificate of Insurance evidencing the issuance of a policy covering this insurance requirement must be provided to the Village prior to this activity.

Village of Hartland/Hartland Athletic Advancement Association  
Nixon Park and Canteen Agreement (revised 11-02-2015)

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

Park exterior

- A. Scoreboard and wiring
- B. Sound equipment

Canteen interior

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

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

**Village of Hartland**

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

David E. Cox, Village Administrator

**Hartland Athletic Advancement Association President**

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

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

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

**Village of Hartland/Hartland Athletic Advancement Association**  
**Bark River Park and Canteen Agreement** (Revised 11-02-2015)

8. The HAAA will be required to maintain, throughout the period of recreational activities, insurance with coverage as provided below:

- A. Comprehensive General Liability Insurance in an amount of at least \$1,000,000. The policy must include the Village and its agents, officers and employees as “additional insured”.
- B. Comprehensive Professional Liability Insurance in an amount of a least \$500,000 for coverage to insure the activities of the coaches, manager, administrators and officers of the organizations engaging in recreational activities on Village park land is recommended, but not required. The policy should include the Village and its agents, officers and employees as “additional insured”.

The HAAA will be required to maintain, throughout the period of sale of alcoholic beverages, the appropriate alcohol licensing and insurance with coverage as provided below:

- A. Comprehensive Liquor Liability Insurance in an amount of at least \$1,000,000. The policy must include the Village and its agents, officers and employees as “additional insured”. A Certificate of Insurance evidencing the issuance of a policy covering this insurance requirement must be provided to the Village prior to this activity.

9. The HAAA will provide to the Village one set of keys to any locks in the canteen. This will not include any coolers or refrigerators where their product is stored.

10. The HAAA will provide to the Village a Five Hundred (\$500.00) dollar deposit that will be refunded if clean-up is satisfactorily completed by October 15th. This may be retained by the Village if damage, other than vandalism, has occurred or cleaning of the facility is required. The Village would charge the current contract labor rate plus 50% for fringe benefits, any material costs and a 3% administrative charge for billing purposes.

11. The HAAA will pay for seventy-five percent (75%) of the electric utility costs during the months of field use, typically; May, June, July, and August. Additional months may be added if there are scheduled games or tournaments in other months. This will be billed on a monthly basis with the HAAA given 30 days to pay the Village. When other users are permitted by the Village to use the facilities, HAAA will only charge an electric use fee commensurate with the use by the user.

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

**Village of Hartland/Hartland Athletic Advancement Association**  
**Bark River Park and Canteen Agreement** (Revised 11-02-2015)

13. The HAAA shall be responsible for keeping the facilities in a clean and sanitary condition at all times. This includes all trash pickup in the park after game use; sweeping up debris in the shelter, around the canteen and in the paved area around the ball field; general housekeeping in the canteen and rest rooms that includes restocking of toilet paper; and removal of debris in the bleachers and dugouts.

14. The HAAA shall indemnify, defend and hold harmless the Village of Hartland and its elected officials, board members and employees from and against any and all claims, costs, expenses, losses, damages, demands, actions or causes of action which may be asserted against or incurred by Village as a result of HAAA use of the property or HAAA items used on property. HAAA shall also maintain its own property and liability insurance that insures its property and damages that may result to Village property under any and all peril. A certificate of insurance shall be provided to the Village at the beginning of each year.

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

Park exterior

- A. Field lights, concrete bases and wiring
- B. Score board and wiring
- C. Score booth and stairs
- D. Flag pole and Flag

Canteen interior

- A. Walk in cooler
- B. Standup freezer
- C. Refrigerator
- D. Popcorn maker
- E. Sound system and wiring
- F. Speakers and mounts
- G. Desk
- H. All shelving units
- I. Hand tools and equipment

Canteen storage room

- A. hand tools
- B. bases
- C. field chalk
- D. chalker
- E. field dry material

Village of Hartland/Hartland Athletic Advancement Association  
Bark River Park and Canteen Agreement (Revised 11-02-2015)

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

**Village of Hartland**

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

David E. Cox, Village Administrator

**Hartland Athletic Advancement Association**

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

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

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

# Village of Hartland Parks Food Truck Policy

## **Policy Statement**

Mobile food facilities (MFF) are allowed in the Village of Hartland parks only with an approved park use form IE: Fine arts center, Park shelter etc. and approval of the Village Park board prior to the event or park use. Mobile food facilities include, but are not limited to trucks, trailers, carts, bicycles and may include auxiliary equipment such as portable fryers, stoves and grills that are located adjacent to the MFF during operation.

## **Requirements**

MFFs must have prior approval from the Village Park board.

All MFFs operating in the Village of Hartland shall comply with Chapter 9 of the Wisconsin Food Code, entitled "Mobile Food Establishments" as adopted in ATCP § 75.112.

All MFFs shall have a valid mobile retail food facility license issued by Waukesha County or a valid equivalent license issued by a Wisconsin municipality or county. The location of the MFF must be approved in advance by the Village Department of Public Works.

MFFs may not manufacture, distribute, dispense, possess, use or sell alcoholic beverages.

MFFs must provide proof of a comprehensive liability insurance policy –in an amount not less than \$1 million, and must also provide proof of vehicle insurance and worker's compensation insurance in a form acceptable to the Village of Hartland. Proof of insurance must be provided at the time of application to the Park Board.

All MFFs must be totally self-contained, no electricity will be provided.

MFFs are responsible for disposing of all trash and litter prior to leaving the park.

Only 2 MFFs will be allowed in a park at a time. The Park Board must approve any requests for MFFs in excess of this requirement.

Park bathrooms will only be open during normal park hours.

Village staff will approve the MFF parking location in advance of the.

The Village of Hartland will impose a fee of \$\$\$\$\$\$ for each application made by an MFF to use the park.



# Village of Hartland

## Park Facility Reservation Application

210 Cottonwood Ave, Hartland, WI 53029  
Office: (262) 367-2714 Fax: (262) 367-2430

Permit # \_\_\_\_\_

### Contact Information

Organization Name (if applicable) \_\_\_\_\_

Renter or Responsible Party \_\_\_\_\_

Home/Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_ City/Zip \_\_\_\_\_

If above person cannot be reached: \_\_\_\_\_ Phone \_\_\_\_\_

### Rental Information

Event Date \_\_\_\_\_ Event Type \_\_\_\_\_

Arrival Time (include set-up time) \_\_\_\_\_ Departure Time (include clean-up time) \_\_\_\_\_

Attendance \_\_\_\_\_ Electricity - Yes \_\_\_\_\_ No \_\_\_\_\_ Tax Exempt - Yes \_\_\_\_\_ No \_\_\_\_\_ (If yes, please include certificate)

### Rental Fees

Check, cash and credit card are accepted (checks payable to **Village of Hartland**). Fees and deposits must be paid at the time of reservation.

#### Park Shelter/Open Space

- Bark River (may not use if athletic field is reserved)
- Hartbrook Park
- Nixon Splash Pad Shelter 1
- Nixon Splash Pad Shelter 2
- Nixon Park Shelter 4 (by Fine Arts Center)
- Penbrook Park (may not use if athletic field reserved)
- Other Structures to be placed in park (bounce house, dunk tank, climbing wall, etc.) Deposit Required
- Open Space Reserved (describe area below)  
\_\_\_\_\_  
\_\_\_\_\_

#### Rental Fee (based on number of attendees)

Attendees	Resident	Non-resident
0-50	\$50	\$60
51-100	65	78
101-200	80	96
201+	95	114

#### Refundable Deposit (based on number of attendees)

- 1 - 100 No deposit required
- 101 - 200 \$200
- 201 - 300 \$300
- 300 + \$400

I verify the information provided and agree to the Park Board's Policy and Village Ordinance regarding Park Usage.

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Renter's Name (please print)

Rental Fee \_\_\_\_\_

Tax (5.1% on Rental Fee) \_\_\_\_\_

Deposit (if required) \_\_\_\_\_

Structures deposit (\$100) \_\_\_\_\_

Total Due \_\_\_\_\_

Office Use Only: Date Paid \_\_\_\_\_ Amount Paid \_\_\_\_\_ Receipt # \_\_\_\_\_ Processed \_\_\_\_\_

# Park Shelter Use Policies

## RESERVATIONS

Picnic area shelters must be reserved for a specific site. All uses must be open to the public and free of charge.

To reserve a park shelter or open space, complete the reservation application form and submit it with the required fees and deposits to the Village of Hartland. Reservations are processed on a first-come, first-serve basis. An authorized representative 18 years old or older of the group who shall be personally responsible for the conduct of the participants and for damages must sign the application. Reservation requests will be accepted beginning January 1 each year. All rental fees include Wisconsin sales tax (where applicable).

Athletic facilities require a separate reservation. If you wish to reserve an athletic facility (soccer field, softball field, volleyball court, etc.), please contact Village Hall staff. No park fields can be reserved with your shelter permit prior to April 1.

## LIMITS TO RESERVATION TIME

- Hours for all village parks are sunrise to sunset
- The Village can not guarantee privacy to any group.
- Reservations are made for a specific time frame. Set-up and clean-up time must be included in the scheduled time. No equipment, supplies, or materials shall be placed at the facility prior to or after the scheduled reservation time.

## LIMITS ON USE OF FACILITIES

- Malt beverages are permitted in all picnic areas when a valid malt beverage permit is applied for and granted through the Village's Administrative Office or Police Department. No other intoxicating liquor products are allowed.
- Parking is permitted in designated areas only. Parking in the picnic areas on the grass is prohibited.
- Individuals must be at least 18 years of age to request a rental permit.
- The Village is not responsible for private equipment or material used in a Village facility.
- All pets must be licensed, on a leash not exceeding six feet in length and under control of its owner at all times. Owners must promptly remove and dispose of any pet waste in a sanitary manner.
- Any facility decorations must not be removed. Individuals who wish to decorate may do so as long as the facility is returned to its original condition. Failure to do so will result in loss of the deposit.
- Participants may not pass a collection plate or solicit from the audience. Donations may be accepted at concession areas only. Material distribution must be confined to the concession areas.

## FACILITY AMENITIES

- Electricity - Some picnic shelters offer a limited number of electrical outlets. Caution is advised when using electrical service as they are all 20 amp circuits and can be easily overloaded. Due to vandalism, we cannot guarantee electrical availability. Press the red GFI button on the outlet to reset if necessary.
- Picnic tables - There are a limited number of picnic tables available in the parks for all users. Large groups will need to provide their own additional seating. Please respect the rights of others to utilize the park facilities.
- Grills - Some grills are supplied by the Village of Hartland in picnic areas. Caution should be exercised in disposal of hot ashes.
- Restroom facilities and parking lots are open to park patrons and not exclusive to the permit holder.

## PERMITTED

Tents are permitted only in certain areas when a picnic group has reserved a shelter. Tents are to be placed adjacent to the shelter. Tents may not be placed on the asphalt. Tents may only be set up on the day of the picnic and must be removed on the same day. Charges will be assessed for damages incurred during the setup or removal of tents.

Radios are permitted in all picnic area. The use of amplification equipment is not permitted. The volume of radios must be kept at a level so as to not unreasonably annoy or disturb the peace and quiet for other park users or surrounding residents in accordance with Section 9.07 of the Municipal Code.

## REFUNDS

In the event of cancellation, permit fee may be refunded. A \$10.00 fee may be charged for administrative processing. To change a reservation, a written request must be submitted. Contact the Village's Administrative Office for further assistance.

## REMINDERS

- Disorderly conduct is prohibited
- Allow time for clean-up. Leave the park and facility in the condition found.
- Any costs for damage or excessive cleanup will be deducted from the security deposit.



**Payment Method**  
(Check all that apply.)

- Checks Payable to:  
*Village of Hartland*
- Cash
- Credit Card

If for any reason a check is returned as "insufficient funds" a service fee of \$25 is charged. Full payment plus service fee must be paid in full to become registered.

**Required Information for Credit Card Transactions (write legibly)**

Circle One:  Visa  MasterCard  Discover  American Express Total Amount: \$ \_\_\_\_\_

Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Entire name as it appears on the credit card (please print legibly): \_\_\_\_\_

*I Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the Issuer.*

Signature (REQUIRED): \_\_\_\_\_  
(This portion of the form will be destroyed after transaction is complete.)

**VILLAGE OF HARTLAND  
ATHLETIC FACILITY SCHEDULING APPLICATION**

Organization or Individual's Name: \_\_\_\_\_

Name of Person In Charge: \_\_\_\_\_

Telephone Number: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (EMAIL) \_\_\_\_\_

Address: \_\_\_\_\_  
Street/Mailing Zip Code

Two Alternate Names If Above Person Cannot Be Reached: **(Must Be Completed)**

Name	Address	Phone (Home, Work & EMAIL)
------	---------	----------------------------

Name	Address	Phone (Home, Work & EMAIL)
------	---------	----------------------------

**I verify the documented information and agree to abide by the Park Board's Policy and Village Ordinances regarding Park usage.**

Signature \_\_\_\_\_

Date Paid \_\_\_\_\_ Field Fees Paid \_\_\_\_\_ Deposit Paid \_\_\_\_\_ Preps Paid \_\_\_\_\_ Receipt Number \_\_\_\_\_  
(Office Use Only)

<b>Permit Number:</b> _____ <b>Provide Dates, Times or Attach Schedule</b>	<b>Fee Per Use (Including Games and Practices)</b> <i>Tax not Charged for Tax-Exempt</i>	Deposit (See Below)	Field Prep Charges <u>See Page 2</u>	Total Amount Due	Date Issued	Insurance Certificate?	Request Taken By
<b>Baseball Fields (Large)</b>							
Nixon	\$25.00 + 1.28						
Centennial	\$15.00 + .77						
Hartbrook	\$15.00 + .77						
Penbrook	\$15.00 + .77						
<b>Baseball Fields (Small)</b>							
Hartbrook	\$15.00 + .77						
Joliet	\$15.00 + .77						
Nixon	\$15.00 + .77						
<b>Softball Field</b>							
Bark River*	\$25.00 + 1.28						
<b>Soccer Fields(Large)</b>							
Centennial	\$20.00 + 1.02						
Hartbrook	\$20.00 + 1.02						
Penbrook	\$20.00 + 1.02						
<b>Soccer Field (Small)</b>							
Hartbrook	\$20.00 + 1.02						
<b>Football Field</b>							
Centennial	\$100.00 + 5.10						
<b>Tennis Courts</b>							
Nixon	\$11+ .56 per court every 2 hours						
Penbrook	\$11+ .56 per court every 2 hours						

\*Field Reservation Includes Shelter at Bark River Park Only

**Turn Page Over for Prep Fees**

Refundable Deposit Amounts	\$50.00	\$100.00	\$200.00	\$300.00	\$400.00
Number of Participants	0-50	51-100	101-200	201-300	300+

VILLAGE OF HARTLAND

ATHLETIC FIELD RESTORATION AGREEMENT

DATES OF USE: \_\_\_\_\_

FIELD: \_\_\_\_\_

The undersigned hereby agrees to fully accept restoration responsibility of the above named field due to unacceptable field conditions that may result from the allowed use on the athletic field. The limits/items of restoration may include complete removal and replacement of sod, diamond mix, or other field appurtenances. These field restoration costs shall be in addition to any field reservation fees and field preparation fees that are paid in advance of field use. Documentation of field conditions shall be made by the Village staff by the taking of photos both prior to and after the reserved use of the fields. Acts of vandalism outside of the normal field use shall not be the responsibility of the field user. All restoration shall be completed in a timely basis. **There will be a field deposit required as a part of this agreement (please see below schedule).**

Field User representative: \_\_\_\_\_  
(signed)

Field User representative: \_\_\_\_\_  
(printed)

Field User representative: \_\_\_\_\_  
(Title)

Organization Name: \_\_\_\_\_

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

**Deposit Schedule for Each Field:**

- Centennial Football Field - \$250**
- Soccer Fields - \$150**
- Softball Field - \$150**
- Baseball Fields - \$150**
- T-ball fields (Nixon and Joliet) - \$50**

Amount Paid: \_\_\_\_\_ Date: \_\_\_\_\_ Receipt No. \_\_\_\_\_

## REQUIREMENTS FOR ATHLETIC FIELD USE AND FIELD PREPARATION APPLICANTS

1. It will be the responsibility of the sponsor/individual reserving the athletic facilities to pick up litter in the area after the event, including in the surrounding park area. The applicant will be responsible for any damage or excessive clean up required and the cost will be deducted from the deposit.
2. All equipment and personal items must be removed from the park by sun down or the closing time approved by the Park Board.
3. Restroom facilities and parking lots are open to park patrons. NOT EXCLUSIVE TO THE PERMIT HOLDER. Parking is permitted in designated areas only. **Vehicles cannot be parked in the picnic areas or the grass.**
4. Certificate of insurance naming the Village of Hartland as additional insured must be provided.
5. DISORDERLY CONDUCT PROHIBITED.
6. For the enjoyment of all park patrons, dogs must be licensed, on a leash not exceeding six feet in length and under the owner's control. Owners shall promptly remove and dispose of any excrement in a sanitary manner.
7. Fields must be reserved for make-up games and a minimum of 24 hours notice given (one working day) to prep a field for a make-up game.
8. DPW requires a minimum of 24 hours notice (one working day) for a newly scheduled field preparation.
9. DPW will spend no more than two hours preparing a facility for a game.
10. In the case of inclement weather, field preps will not be made. Notification will be provided to appropriate contact person if conditions do not allow for field preparation. Please follow the Hartland Athletic Field Group Guidelines for Field Playing Conditions or contact Recreation Director Kelli Yogerst at 262-367-0352.
11. Park Shelter application must be made separately if they are to be used in conjunction with a field's use, except at Bark River Park where the shelter is included with the field reservation.
12. Application for field reservations for a specific year cannot be made before January 1<sup>st</sup>.
13. All uses must be open to the public, free of charge. Participants may not pass a collection plate, or solicit from the audience.
14. Games or practices shall not be scheduled earlier than April 15th (subject to field conditions due to weather) for any field.
15. Only one type of athletic play may take place on any field at a time.
16. The "per use" fee is charged for practices, as well as games. See the Facility Reservations Policy adopted on 8/15/2013 for full details.

Field	Cost Per Prep	Amount of Preps Requested	Total Prep Cost
Joliet, Hartbrook (Lg & Sm), Centennial, Penbrook, Nixon T-Ball	\$13.20		
Bark River Softball/Nixon Hardball Fields	\$33		
Soccer Fields	\$55		
Football Field	\$49.50		

# VILLAGE OF HARTLAND

## FINE ARTS CENTER RESERVATION APPLICATION

210 Cottonwood Avenue     Hartland, WI 53029     Phone 262-367-2714     FAX 262-367-2430

Organization or Individual's Name: \_\_\_\_\_

Name of Person In Charge: \_\_\_\_\_

Telephone Number:(Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (EMAIL) \_\_\_\_\_

Address: \_\_\_\_\_  
Street/Mailing Zip Code

If Above Person Cannot Be Reached: \_\_\_\_\_

Telephone Number:(Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (EMAIL) \_\_\_\_\_

Address: \_\_\_\_\_  
Street/Mailing Zip Code

Name of Group, Performer: \_\_\_\_\_

Description of Entertainment: \_\_\_\_\_

Is Sponsor Classified as Non-Profit: \_\_\_\_\_

Other Permits Required:    Beer     Shelter     Other

Date Paid: \_\_\_\_\_ Fee Paid \_\_\_\_\_ Deposit Paid \_\_\_\_\_ Receipt Number \_\_\_\_\_

FEES	Resident	0 – 50 \$66.00+ 3.37	51 – 100 \$84.15+ 4.30	101 – 200 \$108.35+ 5.54	201 + \$126.50+ 6.46	
	Non Resident	0 – 50 \$78.10+ 3.99	51 – 100 \$114.00+ 5.85	101 – 200 \$150.70+ 7.70	201 + \$180.95+ 9.25	
<i>Note: Deposit to be paid by all users</i>		0-50 \$50.00	51-100 \$100.00	101-200 \$200.00	201-300 \$300.00	300+ \$400.00
<b>Refundable Deposit Amounts</b>						

(Office Use Only)

Permit Number _____	Date of Use	Time of Use	Resident/ Non-Resident	Estimated Attendance	Insurance Certificate Required as Determined by Village (y or n)	Electricity Needed (y or n)	TOTAL FEE/DEPOSIT	Date Issued	Issued By
Fine Arts Center (FAC)									
Food/Beverage Sales at Concession Window?	<input type="checkbox"/> Yes <input type="checkbox"/> No								
Sales of Other Items? Describe Items and Point of Sale									

I verify the documented information and agree to abide by the Park Board's Policy and Village Ordinances regarding Park Usage.

Signature \_\_\_\_\_

PLEASE BRING THIS PERMIT WITH YOU TO THE PARK

## VILLAGE OF HARTLAND FINE ARTS CENTER USE POLICY

1. The goal of the establishment of the Fine Arts Center is to make available a facility that would encourage family usage with programming which could reasonably be accommodated by the size and layout of the Facility and conditions with respect to the surrounding area such as availability of parking, access routes and public safety staffing.
2. Permits for prior uses approved by the Park Board and repeated on an annual basis may be approved by staff and permits for other use of the Fine Arts Center must be submitted to the Park Board in writing on this application for approval. Requests will be granted or denied by the Park Board. (Park Board meets the first Monday of the month at 7:00 p.m. in the Village Board Room in the Village Hall). Permits must be submitted for approval two weeks prior to the Park Board meeting.
3. For scheduling purposes, uses sponsored by the Village of Hartland through a single event or series will have priority. The uses will be scheduled beginning January 1 of the year they are going to occur. Other uses may be scheduled after April 1 of the year they are going to occur. Water service and restrooms will be shut off/closed from October 15 to May 1.
4. Sponsor of Fine Arts Center use may be required to provide proof of insurance. Determination as to whether insurance will be required will be made by the Park Board. Permit holder shall submit proof of general liability coverage for not less than \$500,000 and provide an original Certificate of Insurance, naming the Village of Hartland and its agents, officers and employers as additional insured parties. Minimum 30-day notice of cancellation shall be provided.
5. All uses must be free of charge. Participants may not pass a collection plate, or solicit from the audience. Donations may be accepted at concession areas only. Material distribution must be confined to the concession areas.
6. Uses of the Fine Arts Center shall not begin before sun up and shall end no later than sun down or the specific requested closing time approved by the Park Board.
7. Sales of food or refreshments by civic groups are allowed at the concession area (defined as the window in the Fine Arts Center). Sales of any other items anywhere else at the Fine Arts Center are subject to Park Board and/or Village Board approval.
8. Vehicles cannot be parked in the picnic areas or on the grass.
9. No grills, fire or hot coals will be permitted within the FAC building.
10. All equipment and articles must be removed from the park by sun down or the closing time approved by the Park Board.
11. It will be the responsibility of the sponsor/individual reserving the Fine Arts Center to pick up litter in the area after the event, including in the Fine Arts Center, concession area, rest rooms and surrounding park area. The applicant will be responsible for any damage or excessive clean up required and the cost will be deducted from the deposit.
12. Cancellation policy. The Village reserves the right to cancel or stop use at any time. Reasons may include but are not limited to failure to comply with regulations, inclement weather with potential damage to grounds, lack of crowd control, conduct or activity not covered in original proposal. The Village Administrator, Director of Public Works, Police Chief and/or Fire Chief or their designated representatives shall have the authority to cancel an event. If the applicant desires to cancel, proper notice should be provided to the Village as soon as possible.
13. If Shelter #4 is reserved, applicant shall pay the reservation fee. See Shelter reservation application.
14. Picnic Tables Usage: There are a limited number of picnic tables available in the parks for all users. Large groups will provide their own additional seating. Please respect the rights of others to utilize the park facilities.
15. The volume of radios, sound systems, etc. must be kept at level so as to not unreasonably annoy or disturb the peace and quiet of other park users or surrounding residents in accordance with Section 9.07 of the Municipal Code.
16. Supervision: The applicant and all named persons responsible for supervision must be present from the time the facility is opened, while the event is in progress, and must wait until all users of the building have vacated the building or premises and have completed security measures. The applicant and the individuals supervising the function shall be responsible for the conduct and control of both patrons and participants of each function. The applicant and individuals supervising are responsible for seeing that no equipment or other portions of facilities are used except those that are requested in the building use application. The applicant and the persons responsible for supervision shall see that the facility is left in the same condition as when the organization entered the facility.
17. It shall be the responsibility of the applicant and those associated with applicant to avoid the violation of any provision of the Village of Hartland, State or Federal ordinances, Statutes, regulations and codes. The individual/organization using the facility assumes all responsibilities for injuries that may occur to persons or participants.
18. No smoking will be allowed in the Fine Arts Center building.
19. Keys may be picked up at the Village Hall M-F, 7:30 a.m. – 4:30 p.m. They must be returned to the Village within 48 hours after FAC use during normal office hours or may be left in the drop box located at the front of the Village Hall. It shall be the responsibility of the applicant to make sure the facility is locked up after use.
20. The FAC restrooms are open to all park patrons and are not exclusive to the permit holder.
21. **Malt Beverages:** Are permitted in all picnic areas when a valid malt beverage permit is procured from the /Admin. Office. FAC/shelter reservation is required if so desired. No other intoxicating liquor products are permitted.
22. **Refunds:** In case of cancellation, permit fee can be refunded **ONLY IF**, at least **TWO WEEKS** prior to event, a written request and **ORIGINAL PERMIT** are received by the Village Hall office. A \$10.00 fee will be charged for administrative processing. The **ORIGINAL PERMIT**, a written request and a \$10.00 fee is required to change a reservation.
23. Dogs must be licensed, on a leash not exceeding six feet in length and under the owner's control. Owners shall promptly remove and dispose of any excrement in a sanitary manner.



# TOWN OF MUKWONAGO FACILITY USE RENTAL AGREEMENT

## CONTACT INFORMATION

NAME OF ORGANIZATION \_\_\_\_\_  
(if any)

RENTER OR RESPONSIBLE PARTY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE:(day) \_\_\_\_\_ (cell) \_\_\_\_\_ EMAIL: \_\_\_\_\_

## RENTAL INFORMATION

DATE OF RESERVATION: \_\_\_\_\_ START TIME \_\_\_\_\_ END TIME \_\_\_\_\_

*(Include set-up and clean-up time)*

PURPOSE OF RENTAL: \_\_\_\_\_ ESTIMATED ATTENDANCE \_\_\_\_\_

## RENTAL FEES

*Non-profit organizations receive a 50% rental fee discount: Non-profit groups are those designated by the U.S. Internal Revenue Service or State of Wisconsin as having a tax-exempt status. Proof will be required at rental request with payment. All deposits will be required.*

Check One:  Town Resident (R)       Non Resident (NR)       Non Profit (proof required of 501(c) status)

### Indoor Facility

- \_\_\_ \$200 Deposit Required
- \_\_\_ \$75 R / \$150 NR Town Hall Multi-Purpose Room (Cap. 100)      Mon-Fri 4:00pm-10:00pm
- \_\_\_ \$100 R / \$200 NR Town Hall Multi-Purpose Room (Cap. 100)      Sat - Sun 8:00am-10:00pm
- \_\_\_ \$35 R / \$35 NR Town Hall Multi-Purpose Room Kitchen

### Park Open Air Shelter (8 picnic tables at each pavilion)

- \_\_\_ \$200 Deposit Required
- \_\_\_ \$50 R / \$100 NR Town Park Pavilion      Mon-Fri 8:00am-10:00pm
- \_\_\_ \$75 R / \$150 NR Town Park Pavilion      Sat - Sun 8:00am-10:00pm
- \_\_\_ \$125 R / \$200 NR Town Park Pavilion with Kitchenette      Mon-Fri 8:00am-10:00pm
- \_\_\_ \$175 R / \$250 NR Town Park Pavilion with Kitchenette      Sat - Sun 8:00am-10:00pm
- \_\_\_ \$50 R / \$100 NR Lauren Park Pavilion      Mon-Fri 8:00am-10:00pm
- \_\_\_ \$75 R / \$150 NR Lauren Park Pavilion      Sat - Sun 8:00am-10:00pm
- \_\_\_ \$50 R / \$100 NR Oak Ridge Park Pavilion      Mon-Fri 8:00am-10:00pm
- \_\_\_ \$75 R / \$150 NR Oak Ridge Park Pavilion      Sat - Sun 8:00am-10:00pm

### Baseball Diamonds – (3 hour period per field)

- |                      |                     |                      |                     |
|----------------------|---------------------|----------------------|---------------------|
| ___ \$10 R / \$15 NR | Lauren Park Field 1 | ___ \$10 R / \$15 NR | Lauren Park Field 2 |
| ___ \$10 R / \$15 NR | Lauren Park Field 3 | ___ \$10 R / \$15 NR | Lauren Park Field 4 |
| ___ \$10 R / \$15 NR | Town Park Lower     | ___ \$10 R / \$15 NR | Town Park Upper     |
| ___ \$10 R / \$15 NR | Oak Ridge Park      |                      |                     |

### Volleyball Courts – (3 hour period per court)

- |                      |                     |                      |                     |
|----------------------|---------------------|----------------------|---------------------|
| ___ \$10 R / \$15 NR | Lauren Park Court 1 | ___ \$10 R / \$15 NR | Lauren Park Court 2 |
| ___ \$10 R / \$15 NR | Town Park Court     |                      |                     |

## AVAILABLE UPON REQUEST

\*Special Event Rental Agreement – (event open to public attendance)

Rental Fees:	\$ _____
5.1% Sales Tax	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>
<b>Total Deposit</b>	<b>\$ _____</b>



## **TOWN OF MUKWONAGO GENERAL RENTAL REGULATIONS**

### **RESERVATIONS**

**Facility Use Rental Agreement** - Unorganized group. A group less than 10 people or whose participants are almost entirely family.

**Special Event Rental Agreement** - Organized group. A group that is open to public attendance.

### **FEES & DEPOSITS**

All fees and the security deposit must be paid at the time of the reservation. All rental fees are subject to the additional 5.1% Wisconsin State sales tax. If the rental fee and security deposit are paid by check, they must be paid by separate checks. Non-profit group reservations are required to pay fees, and must provide a copy of the proof of non-profit status 501(C) at time of the reservation.

### **LIMITS TO RESERVATION TIME**

- Programs sponsored by the Town of Mukwonago take precedence over private reservations. The Town of Mukwonago Reserves the right to enter the facility and use it as necessary, even during the private use.
- Application approval is granted for the exclusive use to reserved areas only. The Town of Mukwonago cannot guarantee privacy to any group. Individuals or families are allowed to use public park areas.
- Reservations may be limited on Memorial Day, July 4, Good Friday, Easter Sunday, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve Day or New Year's Day.
- Reservations are made for a specific time frame. Set-up and clean-up time must be included in the scheduled time. No equipment, supplies, or materials shall be placed at the facility prior to or after the scheduled rental time.

### **LIMITS ON USE OF FACILITIES**

- Beer & Wine Permit Application. Beer & wine may be served in Town facilities by permit only. Permits are applied for through the Town Clerk's office, and subject to approval from the Town Administrator and the Mukwonago Police and Fire Departments. A PERMIT FOR BEER & WINE application must be submitted at least 30 days prior to the requested date. Glass bottles are prohibited in all Town parks.
- Beer/Wine License Application. Application to allow the sale of beer or wine is requested from the Town Clerk's office. All persons requesting a beer/wine license must be 21 years old or older. Proof required. The permit application must be made in the manner required by Chapter 125, Wis. Stats., and Chapter 6 of the Town Code.
- Amplifier Permit Application. Each applicant for an amplifier permit shall file a written application (Amplifier Permit Application) with the Town Clerk at least ten days prior to the Town Board meeting and at least 30 days prior to the date upon which said sound making or sound producing device or apparatus is to be used or operated. This is required by Section 42-7 of the Town Code. It is recommended that the Responsible Person attend the Board Meeting to answer potential questions.
- Smoking is prohibited inside all Town of Mukwonago buildings. Violations of this prohibition may be punishable by law. All smoking refuse must be disposed of properly into appropriate smoke/tobacco receptacles.
- Groups of young people under 18 are required to have the rental contract signed by a sponsoring adult who must be present during the rental.
- The Town of Mukwonago is not responsible for private equipment or material used in a Town of Mukwonago park or facility.
- No firearms/weapons permitted in the Town Hall.
- No domestic animals, including without limitation dogs, cats or horses of any kind are permitted in the Town of Mukwonago facilities.
- Any facility decorations must not be removed. Decorations may not be affixed to any permanent and/or painted part of the facility or park facility with tape, nails, hooks or fasteners. Individuals who wish to decorate may do so as long as the facility is returned to its original condition. Failure to do so will result in loss of the security deposit.

- All rental of any activities conducted must comply with all Town Ordinances including Chapter 46 of the Town Code.
- All announcements, press releases, flyers, etc. related to groups using the Town of Mukwonago parks/facility must include the following statement: THIS MEETING (PROGRAM/EVENT) IS NOT SPONSORED OR ENDORSED BY THE TOWN OF MUKWONAGO.

#### **HOW TO APPLY**

Complete the Town of Mukwonago Facility Use Rental Agreement and submit it with the required fees and deposits to the Town of Mukwonago Parks & Recreation Department, W320 S8315 Beulah Road, Mukwonago, WI 53149. The reservation must be submitted at least five (5) business days prior to the reservation date. Reservations are processed on a first-come, first serve basis. An authorized representative 18 years old or older of the group who shall be personally responsible for the conduct of the participants and for damages must sign the contract. Reservation requests for January and February can be made starting the first working day in November. Reservations request for March through December can be made starting the first working day of January. *Special Event requests are submitted through a separate process.*

#### **FACILITY DEPOSIT REFUND POLICY**

Security deposit will be returned within 30 days after the event to the Person Responsible if the rented facility is restored to a condition as it was prior to use by the Person Responsible. In the event any damage has been done or the rented facility has not been properly cleaned, the TOWN reserves the right to forfeit the security deposit to cover repairs and/or cleaning. In the event damages are done to the TOWN property exceeding the amount of the security deposit, the TOWN reserves the right to charge the Person Responsible for the additional expenses. The security deposit is not to be considered liquidated damages.

#### **CANCELLATION POLICY**

The Town of Mukwonago has a 72 hour refund policy for cancellations of all rentals. Rental fee less a \$25.00 administrative processing fee will be refunded if the Town of Mukwonago is notified prior to 72 hours of the reservation rental use date. If the Town of Mukwonago is notified of cancellation less than 72 hours before the scheduled use date rental fees are not refunded. Only the security deposit will be returned if notification is less than 72 hours.

#### **RETURNED CHECKS**

Checks written and returned as not payable will be charged \$12.00 for each returned submission. The Responsible Person and participants will be removed from the reservation list until the issuer "makes good" on the amount of the returned check(s) and pays the service charges in full.

#### **SET-UP & CLEAN-UP**

The responsibility for set-up and clean-up is assumed by the group using the facility. Failure to do so will result in loss of deposit as outlined in the Deposit Refund policy. The Person Responsible must see that the procedures listed for cleaning are carried, including but not limited to the following:

- Assume responsibility for the contents and security of the facility. Opening and closing the building securely will avoid loss of deposit to the user for damage from vandalism.
- Leave the facility in the condition it was found. Nothing can be left on the premises overnight. You may not come in early in the next morning to clean-up. Garbage **MUST NOT** be left inside of the Kitchenette at Town Park. Remove it to the provided waste cans by the building.
- Any use of charcoal must be extinguished.
- Sweep the floor of the facility, wipe the tables and surfaces after use, and clean up any stains or spills.

ORDINANCE NO. 2016-0-38

ORDINANCE TO REPEAL & RECREATE CHAPTER 46 OF THE MUNICIPAL  
CODE OF THE TOWN OF MUKWONAGO RELATING TO  
TOWN PARK AND FACILITY RULES, AND PRIVATE USE OF TOWN PARKS AND FACILITIES

WHEREAS, it is deemed to be in the best interest of the Town of Mukwonago that the Municipal Code of the Town of Mukwonago be further modified and amended in the manner hereinafter more particularly set forth;

NOW, THEREFORE, the Town Board of the Town of Mukwonago, do hereby repeal and recreate Chapter 46 of the Town of Mukwonago Municipal Code as follows:

**SECTION 1: GENERAL RULES AND REGULATIONS:**

**I. INDIVIDUAL CONDUCT:**

1. There shall be no activities by any person or organization for which a charge is made without the Parks & Recreation Director or designee approval.
2. There shall be no willful disfigurements of buildings, grounds, or equipment. Wisconsin Statutes Section 943.01 through 943.05, exclusive of penalties, are incorporated herein by reference.
3. Restroom facilities shall be used only for their intended purpose and no person shall urinate or defecate in the park except within designated facilities.
4. There shall be no littering in any form.
5. No person or organization will be permitted private or exclusive use of any areas or buildings without permit of the Parks & Recreation Director or designee, as described in Section 2 below.
6. No person or organization shall permit any kind of domestic animals, including without limitation, dogs, cats, and horses to be in the park.
7. The consumption of alcohol is prohibited on any Town property, except as follows. The consumption of beer and/or wine shall be permitted only by Beer/Wine Permit issued by the Town Clerk.
8. The sale of alcohol is prohibited on Town property except as follows. The sale of beer and/or wine shall be permitted only by an alcohol beverage license issued pursuant to Chapter 125, Wis. Stats., and chapter 6 of the Town Code. Upon approval of the Town Board this permit shall be issued by the Town Clerk.
9. The use of amplification devices on Town property is prohibited except as follows. Amplification devices may be allowed as described in Section 42-7 of the town Code upon the issuance of an amplifier permit.

10. There shall be no hawking, merchandising or selling of any articles without prior permit from the Town Board.
11. There shall be no advertising of any nature permitted in the park without Town Board approval.
12. There shall be no placing or posting of signs, placards or advertisements whatsoever, except official Town signs, without Town Board approval.
13. No person may carry a weapon openly, with malicious and criminal intent, in the park.
14. No person shall make or kindle a fire for any purpose except in places provided therefore and then subject to such regulations as may be prescribed. The use of grills in designated picnic areas shall be permitted provided lawns and other vegetation are not damaged and provided further that all unburned coals or ash are disposed of in such manner as to prevent fire or damage to any park property.
15. Glass bottles are prohibited in all Town Parks.
16. There shall be no camping in any Town Park.

**II. VEHICLES:**

1. Rate of speed is limited to 5 m.p.h.
2. There shall be no overnight parking within any Town Park.
3. There shall be no parking of vehicles in other than designated lots and roadways.
4. There shall be no operating of motorized vehicles in other than designated lots and roadways.

**III. HOURS:**

1. Parks are closed from 10:00pm to sunrise. No person shall remain therein during said hours, provided that, the Town Board may from time to time, in all or any of the parks publish or post a closing time different from the above stated time.
2. In the case of any emergency, or when in the judgment of the Town Board the public interest demands it, any portion of the parks or buildings therein may be closed to the public or to the designated persons until permission is given to return.

**SECTION 2: PRIVATE USE:**

Individuals may use Town Park facilities for private purposes in full compliance with all the following conditions:

1. The responsible party must be a Town of Mukwonago resident, and must be present at all times through the private use, unless in the case of an emergency. In the case of an emergency, the Town Parks & Recreation Director, at his/her discretion, may authorize another Town of Mukwonago resident to be the responsible party, provided that the individual accepts the same.

2. Town Park facilities available for private use are limited to the park pavilions, Town Park kitchenette, baseball diamonds, soccer fields and volleyball courts as specified in the Facility Use Rental Agreement.
3. Town Park facilities for private use shall be available on a "first come, first serve" basis with reservations for any calendar year being first accepted at 8:30 a.m. on the first working day in January.
4. Town functions will take priority. Private use of the facilities shall not be to the exclusion of Town uses. Town officials and employees may enter the premises any purpose, at any time, even during the private use.
5. Reservations for use of the Town Park facilities shall be made with the Town Parks & Recreation Department by executing the approved Facility Use Rental Agreement and paying the fees and security deposit in advance.
6. The Town Board shall set the reservation fees and security deposit. The security deposit will be held to cover any damage, improper care and necessary cleaning, if any. Any portion of the deposit that remains after all of the Town costs to fully correct any such damage and cleaning are deducted shall be returned to the responsible party as authorized by the Town Parks & Recreation Director. The responsible party shall reimburse the Town for any costs of repair or cleaning that exceed the amount of the deposit within thirty (30) days of being invoiced by the Town.
7. In the event the reservation is canceled at least 72 hours prior to the event, the security deposit and reservation fee shall be refunded, except that a \$25.00 processing fee shall be withheld. The reservation fee shall not be refunded, if the reservation is canceled less than 72 hours prior to the event.
8. The Town shall not be responsible for anything left, lost or stolen on the premises.
9. Private use of the Town Park facilities is subject to all rules, regulations and ordinances of the Town of Mukwonago, and subject to strict compliance with the terms of the Facility Use Agreement.
10. The Town Parks & Recreation Director is authorized to refuse facility usage based on prior unfavorable experience or usage, at his/her discretion
11. Any private use that includes attendance by the general public, or that includes a group of more than 10 people who are not related by blood, marriage or adoption, shall be subject to the town of Mukwonago Tournament/Special Event Policy Rules & Regulations. A separate Tournament/Special Event Application shall be filed and the applicable fees shall be paid pursuant to such Policy Rules & Regulations.

### **SECTION 3: PENALTIES**

1. For any adult adjudged to have violated the provisions of this ordinance, the municipal court is authorized to impose a forfeiture of not less than \$25.00 nor more than \$100.00 plus allowable statutory costs per each offense. Failure to pay any forfeiture hereunder shall subject such violator to be sentenced to the County Jail and/or revocation or suspension of driving privileges.

2. Any adult found guilty of violating any provision of this ordinance who previously has been convicted of a violation of the same ordinance within one (1) year shall upon conviction thereof, forfeit not less than \$50.00 nor more than \$200.00 for each such offense, together with the costs of prosecution. Failure to pay any forfeiture hereunder shall subject each violator to be sentenced to the County jail and/or revocation or suspension of driving privileges.
3. For any juvenile adjudged to have violated this ordinance, the municipal court is authorized to impose any of the dispositions listed in §§938.17(2), 938.343 and 938.344, Wis. Stats., in accordance with the provisions of those statutes, and said statutes are hereby adopted and incorporated herein. The Court is also authorized to require payment for alcohol and other drug abuse services in accordance with §938.361, Wis. Stats., and said statute is hereby adopted and incorporated herein. Any future amendments, revisions or modifications of the current or future statutes incorporated herein, are intended to be made part of this Ordinance in order to secure uniform state-wide regulation of peace and good order of the State.
4. For any juvenile adjudged to have violated an ordinance who violates a condition of a dispositional order of the court imposed under §§938.343 or 938.344, Wis. Stats., the municipal court is authorized to impose any of the sanctions listed in §§938.355(6)(d) and 895.035, Wis. Stats., in accordance with the provisions of those statutes and said statutes are hereby adopted and incorporated herein. Any future Amendments, revisions or modifications of the current or future statutes incorporated herein, are intended to be made part of this Ordinance in order to secure uniform state-wide regulation of peace and good order of the State.

**SECTION 4:** Except as specifically modified and amended by this Ordinance, the Municipal Code of the Town of Mukwonago shall remain in force and effect exactly as originally adopted and previously amended. All ordinances or parts of ordinances inconsistent with or in contravention of the provisions of this ordinance are hereby repealed.

**SECTION 5:** This ordinance shall take effect and be in full force from and after its passage and Posting or publication as provided by law.

**SECTION 6: SEVERABILITY:** If a court of competent jurisdiction adjudges any section, clause, provision or portion of this ordinance unconstitutional or invalid, the remainder of this ordinance shall not be affected hereby.

Adopted by the Town Board of the Town of Mukwonago on the 21<sup>st</sup> day of December, 2016

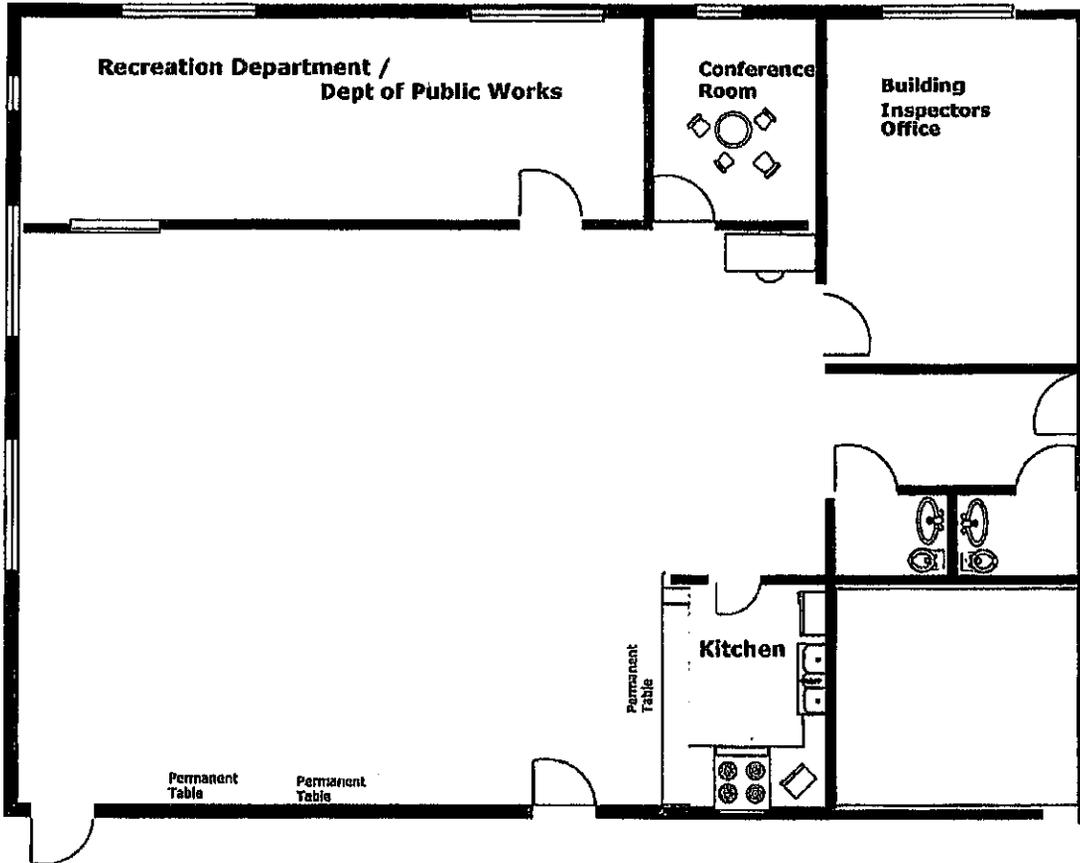
# TOWN HALL FACILITY SET UP

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

USER GROUP / PROGRAM / CLASS NAME: \_\_\_\_\_

Room Use Date: \_\_\_\_\_ ROOM USE TIME: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_



## TOWN OF MUKWONAGO

### SET UP YOUR OWN ROOM -

*Draw where you would like the following tables and chairs set-up for use.*

**Approximate Room Size 36 x 40**

**3 Permanent Rectangle Tables 8ft x 3ft**

**6 Folding Rectangle Tables 8ft x 3ft (white)**

**2 Folding Rectangle Tables 6ft x 3ft (white)**

**60 Chairs**



**City of Oconomowoc  
Department of Parks, Recreation and Forestry**

**General Information, Policy, Fees/Charges for Reservation and Use of  
ATHLETIC COURTS**

**ELIGIBILITY**

City of Oconomowoc Sponsored Teams will have priority registration of athletic fields. Groups and teams wishing to utilize the athletic courts on an on-going basis may do so with prior scheduling approval once the City has completed their scheduling. All requests must be made in writing using the Recreation Facility Use Application and Agreement available from the Parks, Recreation and Forestry Department office.

Individuals wishing to use the public athletic courts under the jurisdiction of the City of Oconomowoc may do so at their leisure on a first-come basis provided the fields have not been reserved by another party. There is no charge for use of the fields under these conditions.

- **Resident**

A resident is defined as any individual who resides in the City of Oconomowoc and pays taxes to the City of Oconomowoc. The resident must reside at the property and residency does not include owning a business within the City of Oconomowoc. For rental properties, those individuals residing at the property are the residents of the property and therefore are the individuals who qualify for the resident rate.

- **Non-Resident**

A non-resident is defined as any individual that resides outside the City of Oconomowoc limits. This includes individuals who live outside the City limits yet are in the Oconomowoc School District.

- **Oconomowoc Area School District Groups / Organizations**

Oconomowoc Area School District sponsored clubs or groups who are administered by the District. These clubs / groups must have a minimum of 75% City residents or 100% of the group / club must be active students within the school district.

- **Oconomowoc Based Organizations**

Groups must have a minimum of 75% City residents. Organization roster may be required for verification.

*\*Special Athletic Events/Tournaments - See "Use of City Park Fields for Special Athletic Events/Tournaments" section below (requires Parks and Recreation Board approval).*

**TENNIS COURTS**

Tennis Courts are available for reservations beginning April 1 through October 31. The City reserves

the right to adjust availability of courts at any time.

- Blain Street (2)
- Fowler Park (2)
- Lily Road Park (2)
- Westover Park (2)

### **PICKLEBALL COURTS - available summer 2012**

Pickleball Courts are available for reservations beginning April 1 through October 31. The City reserves the right to adjust availability of all purpose fields at any time.

- Blain Street (2)

### **VOLLEYBALL COURTS**

Volleyball Courts are available for reservations beginning April 1 through October 31. The City reserves the right to adjust availability of courts at any time.

- Roosevelt Park (8)
- City Beach (1)

### **APPLICATION**

- Application must be in writing on a "Recreation Facility Use Application and Agreement" form and must be made **IN-PERSON ONLY** at the Parks, Recreation and Forestry Department during regular office hours (8:00 a.m. - 5:00 p.m. Monday through Friday). No telephone reservations will be accepted.

***NOTE:** Seasonal field permits will be issued to individual teams by the Recreation Division staff for Departmental sponsored leagues/programs and by the applicable community organizations authorized by a group/seasonal permit issued to the organization.*

- The application is to be completed by an Oconomowoc resident, 21 years of age or older, who will assume primary responsibility for compliance with facility/park rules during the reservation period.
- All field reservations have a 1 ½ hour time limit, unless approved by special exception.

### **FEES AND CHARGES**

1. Field Rental Fees: Reservation fees are charged for teams/groups based on "eligibility" requirements (see above) unless special maintenance is required and approved.

- Tennis/Pickleball Court (per court):
  - No reservation fees will be charged for Oconomowoc Area School District groups / organizations identified in the eligibility requirements above.
  - \$10.00/hour per court for resident based groups or Oconomowoc community based groups as identified in the eligibility requirements above.
  - \$20.00/hour per court for non-resident based groups.
- Volleyball Court Fees (per court):
  - No reservation fees will be charged for Oconomowoc Area School District groups / organizations identified in the eligibility requirements above.
  - \$10.00/hour per field for resident based groups or Oconomowoc community based groups as identified in the eligibility requirements above.
  - \$20.00/hour per field for non-resident based groups.

2. Volleyball Court Lights:

- Rental fees for volleyball courts do not include lights. Use of lights at Roosevelt Volleyball Courts must be requested through the "Recreation Facility Use Application and Agreement".
- Electricity/Lights: Roosevelt Park Volleyball complex - \$25 per day.

## **PRIORITIES FOR RESERVATIONS**

1. Department Sponsored Leagues/Programs/Activities
2. Oconomowoc School District physical education classes (Roosevelt Park)
3. Community Organizations as approved by the Parks and Recreation Board
4. Independent Teams/Groups/Leagues: resident based meeting established eligibility requirements
5. Non-resident group
6. Special Athletic Events/Tournaments (see below)

The City of Oconomowoc through the Parks, Recreation and Forestry Department promotes the fair and equitable use of community facilities by scheduling court reservations and assisting local resident based organizations and groups in providing a wide range of opportunities for the overall community. The Department reserves the right to regulate aspects of applications in order to most effectively serve all resident interests.

## **GENERAL INFORMATION/RULES**

1. A team/group/organization obtaining a permit agrees to abide by all rules and policies of the City of Oconomowoc Parks, Recreation and Forestry Department. Groups/teams using the athletic courts must comply with all park regulations.
2. Game use will have top priority in the reservation system with practices being secondary.
3. No reservations for athletic courts will be issued for use prior to April 1, weather permitting.
4. All reservations will be given priority to walk-on use.
5. Keep a copy of your approved permit to prove reservation of a field.

## **RESCHEDULING AND REFUNDS**

1. No refunds will be made on reservation fees for courts not used for games or practices unless two weeks prior notice is given to the Department office.
2. In the event that an organized game is cancelled due to weather or other conditions, the responsible party must contact the Parks, Recreation and Forestry Department to inquire about court availability before rescheduling can occur. Games will be rescheduled on a space available basis. Rescheduled games will have priority over scheduled practices.

## **INSURANCE:**

1. Liability insurance coverage required for group/team/organization use only, not individuals.
  2. Permit holder shall obtain and maintain a policy of liability insurance written by an insurance company licensed to do business in the State of Wisconsin. This policy shall contain an endorsement for contractual liability to support the indemnity and hold harmless provision of this policy, covering death, personal injury and property damage in the amount of one million dollars while naming the City of Oconomowoc as additional insured.
- A certificate of insurance shall be filed with the Parks, Recreation & Forestry Department along with the facilities request use permit form. This certificate shall confirm said coverage and provide the City with 30 days advance written notice of cancellation, change or termination of said insurance policy.



## **USE OF CITY ATHLETIC COURTS FOR SPECIAL ATHLETIC EVENTS/TOURNAMENTS**

Roosevelt Volleyball complex may be reserved for special athletic events as stipulated below:

### **ELIGIBILITY REQUIREMENTS**

1. The sponsor must be a City of Oconomowoc based organization, group, business, or individual resident. Events/tournaments sponsored by non-Oconomowoc based groups/individuals may be allowed only if they comply with the additional eligibility requirements indicated below and are approved by the Parks and Recreation Board.
2. All event/tournament sponsors must comply with the following requirements:
  - Purpose of event/tournament must be charitable in nature with no private profit or gain.
  - The purpose of any proceeds, and the disbursement thereof, must be declared before a permit will be granted. The event/tournament purpose is subject to review and approval by the Parks and Recreation Board.
  - Provision of total event/tournament financial accounting within 30 days following completion.
  - City sponsored/affiliated league teams must be eligible to participate in the tournament.

### **APPLICATION**

- Application must be in writing on a "Recreation Facility Use Application and Agreement" form and submitted to the Parks, Recreation and Forestry Department with any supplemental information as necessary to verify compliance with the sponsor eligibility requirements stipulated above. A letter to the director of Parks, Recreation and Forestry outlining the details of the event/tournament must accompany the Recreation Facility Use Application and Agreement.
- The application must be received no later than 45 days prior to the requested date(s) of the event. This deadline is subject to change depending on the nature and scope of the event and the amount of time necessary for appropriate review and consideration of the request by staff and the Parks and Recreation Board.
- The application is to be completed by an Oconomowoc resident, 21 years of age or older, who will assume primary responsibility for compliance with eligibility requirements and any rules or regulations pertaining to the event.

### **FEES AND CHARGES**

1. Court Rental: Reservation fees are charged for teams/groups meeting based on eligibility" requirements (see above) unless special maintenance is required and approved.
  - Volleyball Court (per court)\*:
    - No reservation fees will be charged for Oconomowoc Area School District groups / organizations identified in the eligibility requirements above.
    - \$10.00/hour per court for resident based groups or Oconomowoc community based groups as identified in the eligibility requirements above.
    - \$20.00/hour per court for non-resident based groups.
2. Supervision:
  - The event sponsors will be responsible for determining if any unsafe conditions exist.
4. Electricity/Lights: Roosevelt Park Volleyball complex - \$25 per day.
5. Trash/Dumpster Fee: \$75 per event.
6. Portable Toilet Cleaning Fee (if applicable) - \$70 per event.

### **CONCESSIONS/ADMISSIONS**

**Concessions**- The sale of any merchandise, food, beverages, etc. will require approval from the Parks and Recreation Board with all necessary permits and/or licenses obtained through the City Clerk's office. An established concession area must be approved in advance and coordinated with the Parks Department.

**Admissions** - A tournament/event admission fee must be requested and approved by the Parks and Recreation Board as part of the Recreation Facility Use Application and Agreement to include a temporary use permit.

### **INSURANCE**

All Special Athletic Events/Tournaments must comply with the City of Oconomowoc Department of Parks, Recreation and Forestry insurance requirements.

1. Liability insurance coverage required for group/team/organization use only, not individuals.
2. Permit holder shall obtain and maintain a policy of liability insurance written by an insurance company licensed to do business in the State of Wisconsin. This policy shall contain an endorsement for contractual liability to support the indemnity and hold harmless provision of this policy, covering death, personal injury and property damage in the amount of one million dollars while naming the City of Oconomowoc as additional insured.
3. A certificate of insurance shall be filed with the Parks, Recreation & Forestry Department along with the facilities request use permit form. This certificate shall confirm said coverage and provide the City with 30 days advance written notice of cancellation, change or termination of said insurance policy.

**City of Oconomowoc  
Department of Parks, Recreation and Forestry**

**General Information, Policy, Fees/Charges for Reservation and Use of  
ATHLETIC FIELDS**

**ELIGIBILITY**

City of Oconomowoc Sponsored Teams will have priority registration of athletic fields. Groups and teams wishing to utilize the athletic fields on an on-going basis may do so with prior scheduling approval once the City has completed their scheduling. All requests must be made in writing using the Recreation Facility Use Application and Agreement available from the Parks, Recreation and Forestry Department office.

Individuals wishing to use the public athletic fields under the jurisdiction of the City of Oconomowoc may do so at their leisure on a first-come basis provided the fields have not been reserved by another party. There is no charge for use of the fields under these conditions.

- **Resident**

A resident is defined as any individual who resides in the City of Oconomowoc and pays taxes to the City of Oconomowoc. The resident must reside at the property and residency does not include owning a business within the City of Oconomowoc. For rental properties, those individuals residing at the property are the residents of the property and therefore are the individuals who qualify for the resident rate.

- **Non-Resident**

A non-resident is defined as any individual that resides outside the City of Oconomowoc limits. This includes individuals who live outside the City limits yet are in the Oconomowoc School District.

- **Oconomowoc Area School District Groups / Organizations**

Oconomowoc Area School District sponsored clubs or groups who are administered by the District. These clubs / groups must have a minimum of 75% City residents or 100% of the group / club must be active students within the school district.

- **Oconomowoc Based Organizations**

Groups must have a minimum of 75% City residents. Organization roster may be required for verification.

*\*Special Athletic Events/Tournaments - See "Use of City Park Fields for Special Athletic Events/Tournaments" section below (requires Parks and Recreation Board approval).*

### **BALL DIAMONDS (# of fields)**

Ball diamonds are available for reservations beginning April 1 through September 30. The City reserves the right to adjust availability of diamonds at any time.

- Champion Field (3)
- Roosevelt Park (1)
- Chaffee Road Park (1)
- River Highlands Park (1)
- Silver Lake Park (1)
- Lily Road Park (1)
- Whitman Park (1)

### **ALL-PURPOSE FIELDS – soccer / football (# of fields)**

All purpose fields are available for reservations beginning April 1 through October 31. The City reserves the right to adjust availability of all purpose fields at any time.

- Champion Field(1)
- Roosevelt Park (1)
- Chaffee Road Park (1)

### **APPLICATION**

- Application must be in writing on a “Recreation Facility Use Application and Agreement” form and must be made IN-PERSON ONLY at the Parks, Recreation and Forestry Department during regular office hours (8:00 a.m. - 5:00 p.m. Monday through Friday). No telephone reservations will be accepted.

***NOTE:** Seasonal field permits will be issued to individual teams by the Recreation Division staff for Departmental sponsored leagues/programs and by the applicable community organizations authorized by a group/seasonal permit issued to the organization.*

- The application is to be completed by an Oconomowoc resident, 21 years of age or older, who will assume primary responsibility for compliance with facility/park rules during the reservation period.
- All field reservations have a 1 ½ hour time limit, unless approved by special exception.

### **FEES AND CHARGES**

1. Field Rental Fees: Reservation fees are charged for teams/groups based on “eligibility” requirements (see above) unless special maintenance is required and approved.

- Softball/Baseball Diamond (per diamond):
  - No reservation fees will be charged for Oconomowoc Area School District groups / organizations identified in the eligibility requirements above.
  - \$10.00/hour per field for resident based groups or Oconomowoc community based groups as identified in the eligibility requirements above.
  - \$20.00/hour per field for non-resident based groups.
- Soccer/Football Field Fees (per field):
  - No reservation fees will be charged for Oconomowoc Area School District groups / organizations identified in the eligibility requirements above.
  - \$10.00/hour per field for resident based groups or Oconomowoc community based groups as identified in the eligibility requirements above.
  - \$20.00/hour per field for non-resident based groups.

2. Maintenance/Preparation:

- Rental fees do not include any game preparation. Any ball diamond maintenance/preparation shall be performed on a fee basis by the City of Oconomowoc Parks, Recreation and Forestry Department.
- If maintenance/preparation is requested and/or is deemed necessary for the safety of the participants, the exact labor and materials cost shall be charged on an estimated time and materials basis or a flat rate as determined by the Parks, Recreation and Forestry Department.
- When no maintenance/preparation is requested, the applicant will be responsible for determining if any unsafe conditions exist.

**PRIORITIES FOR RESERVATIONS**

1. Department Sponsored Leagues/Programs/Activities
2. Oconomowoc School District high school baseball teams (Roosevelt Park)
3. Community Organizations as approved by the Parks and Recreation Board
4. Independent Teams/Groups/Leagues: resident based meeting established eligibility requirements
5. Non-resident group
6. Special Athletic Events/Tournaments (see below)

The City of Oconomowoc through the Parks, Recreation and Forestry Department promotes the fair and equitable use of community facilities by scheduling field reservations and assisting local resident based organizations and groups in providing a wide range of opportunities for the overall community. The Department reserves the right to regulate aspects of applications in order to most effectively serve all resident interests.

**GENERAL INFORMATION/RULES**

1. A team/group/organization obtaining a permit agrees to abide by all rules and policies of the City of Oconomowoc Parks, Recreation and Forestry Department. Groups/teams using the athletic fields must comply with all park regulations.
2. Game use will have top priority in the reservation system with practices being secondary.
3. No reservations for athletic fields will be issued for use prior to April 1, weather permitting.
4. In event that an official WIAA High School athletic game extends into a reserved practice time, the game will be allowed to be played to completion. Upon completion of the game, teams will be required to vacate the field to allow immediate use of the field.
5. All reservations will be given priority to walk-on use. Roosevelt field is only available through the reservation process. Walk-on use is prohibited.
6. Keep a copy of your approved permit to prove reservation of a field.

### **RESCHEDULING AND REFUNDS**

1. No refunds will be made on reservation fees for fields not used for games or practices unless two weeks prior notice is given to the Department office.
2. In the event that an organized game is cancelled due to weather or other conditions, the responsible party must contact the Parks, Recreation and Forestry Department to inquire about field availability before rescheduling can occur. Games will be rescheduled on a space available basis. Rescheduled games will have priority over scheduled practices. Practices will be moved to a different location, if possible.

### **INSURANCE:**

1. Liability insurance coverage required for group/team/organization use only, not individuals.
2. Permit holder shall obtain and maintain a policy of liability insurance written by an insurance company licensed to do business in the State of Wisconsin. This policy shall contain an endorsement for contractual liability to support the indemnity and hold harmless provision of this policy, covering death, personal injury and property damage in the amount of one million dollars while naming the City of Oconomowoc as additional insured.
2. A certificate of insurance shall be filed with the Parks, Recreation & Forestry Department along with the facilities request use permit form. This certificate shall confirm said coverage and provide the City with 30 days advance written notice of cancellation, change or termination of said insurance policy.

## **USE OF CITY ATHLETIC FIELDS FOR SPECIAL ATHLETIC EVENTS/TOURNAMENTS**

A limited number of City park athletic fields including Champion Field ball diamond complex, Roosevelt Park and Chaffee Road Park may be reserved for special athletic events and tournaments as stipulated below:

### **ELIGIBILITY REQUIREMENTS**

1. The sponsor must be a City of Oconomowoc based organization, group, business, or individual resident. Events/tournaments sponsored by non-Oconomowoc based groups/individuals may be allowed only if they comply with the additional eligibility requirements indicated below and are approved by the Parks and Recreation Board.
2. All event/tournament sponsors must comply with the following requirements:
  - Purpose of event/tournament must be charitable in nature with no private profit or gain.
  - The purpose of any proceeds, and the disbursement thereof, must be declared before a permit will be granted. The event/tournament purpose is subject to review and approval by the Parks and Recreation Board.
  - Provision of total event/tournament financial accounting within 30 days following completion.
  - City sponsored/affiliated league teams must be eligible to participate in the tournament.

### **APPLICATION**

- Application must be in writing on a "Recreation Facility Use Application and Agreement" form and submitted to the Parks, Recreation and Forestry Department with any supplemental information as necessary to verify compliance with the sponsor eligibility requirements stipulated above. A letter to the director of Parks, Recreation and Forestry outlining the details of the event/tournament must accompany the Recreation Facility Use Application and Agreement.
- The application must be received no later than 45 days prior to the requested date(s) of the event. This deadline is subject to change depending on the nature and scope of the event and the amount of time necessary for appropriate review and consideration of the request by staff and the Parks and Recreation Board.
- The application is to be completed by an Oconomowoc resident, 21 years of age or older, who will assume primary responsibility for compliance with eligibility requirements and any rules or regulations pertaining to the event.

### **FEES AND CHARGES**

1. Field Rental: Reservation fees are charged for teams/groups meeting based on eligibility" requirements (see above) unless special maintenance is required and approved.
  - Softball/Baseball Diamond (per diamond)\*:
    - No reservation fees will be charged for Oconomowoc Area School District groups / organizations identified in the eligibility requirements above
    - \$10.00/hour per field for resident based groups or Oconomowoc community based groups as identified in the eligibility requirements above.
    - \$20.00/hour per field for non-resident based groups.
  - Soccer/Football Field (per field):
    - No reservation fees will be charged for Oconomowoc Area School District groups / organizations identified in the eligibility requirements above.

- \$10.00/hour per field for resident based groups or Oconomowoc community based groups as identified in the eligibility requirements above.
- \$20.00/hour per field for non-resident based groups.

2. Maintenance:

- Any ball diamond preparation/maintenance shall be performed on a fee basis by the City of Oconomowoc Parks, Recreation and Forestry Department.

3. Supervision:

- When supervision is requested and/or is deemed necessary for the safety of the participants, the exact labor and materials cost shall be charged on an estimated time and materials basis or a flat rate as determined by the Parks, Recreation and Forestry Department.
- When no supervision is requested, the event/tournament sponsors will be responsible for determining if any unsafe conditions exist.

4. Electricity/Lights: Champion Field ball diamond complex - \$25 per diamond per day.

5. Trash/Dumpster Fee: \$75 per event.

6. Portable Toilet Cleaning Fee (if applicable) - \$70 per event.

### **CONCESSIONS/ADMISSIONS**

**Concessions** – The sale of any merchandise, food, beverages, etc. will require approval from the Parks and Recreation Board with all necessary permits and/or licenses obtained through the City Clerk's office. An established concession area must be approved in advance and coordinated with the Parks Department.

**Admissions** – A tournament/event admission fee must be requested and approved by the Parks and Recreation Board as part of the Recreation Facility Use Application and Agreement to include a temporary use permit.

### **INSURANCE**

All Special Athletic Events/Tournaments must comply with the City of Oconomowoc Department of Parks, Recreation and Forestry insurance requirements.

1. Liability insurance coverage required for group/team/organization use only, not individuals.
2. Permit holder shall obtain and maintain a policy of liability insurance written by an insurance company licensed to do business in the State of Wisconsin. This policy shall contain an endorsement for contractual liability to support the indemnity and hold harmless provision of this policy, covering death, personal injury and property damage in the amount of one million dollars while naming the City of Oconomowoc as additional insured.
3. A certificate of insurance shall be filed with the Parks, Recreation & Forestry Department along with the facilities request use permit form. This certificate shall confirm said coverage and provide the City with 30 days advance written notice of cancellation, change or termination of said insurance policy.

*Approved by the Parks and Recreation Board on 12/14/11*

Z:\New Folder system\Recreation\Baseball and Softball\Fields\Athletic Fields revised 2011.doc



# Application for a Special Event

## Sussex Parks & Recreation Department

N64 W23760 Main Street - Sussex, WI 53089

Phone: 262-246-5200 Fax: 262-246-5222

Email: info@villagesussex.org

A Special Event is defined as an event with more than 200 people and/or open to the public. Reservations must be made 45 days in advance and are subject to an approval process. Special Events Rentals are required to complete the appropriate rental application as well. **Special Event Permit Fee - Non-refundable \$25.00**

### ORGANIZATION INFORMATION

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Website: \_\_\_\_\_ Tax Exempt Number (attach proof): \_\_\_\_\_

### CONTACT INFORMATION

Event Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

### EVENT INFORMATION - Answer all questions completely

Name of Event: \_\_\_\_\_

Date(s) of Rental: \_\_\_\_\_

Rental Hours (including set-up/take-down): \_\_\_\_\_

Estimated Parking Needs: \_\_\_\_\_ Estimated Attendance: \_\_\_\_\_

Location of Event:  Village Park  Armory Park  Civic Center

Check the following applicable components of your event:

Fundraiser

Sell concessions/Sales of Any Kind

Food Trucks

Fireworks Display

Overnight Camping

Attracts more than 200 people

Amusement Rides, Inflatables

Tractor Show/Pull

Parade or Run/Walk event

Other (explain)

Please describe the purpose of your event, list any additional activities at your event or special requests:

EVENT DETAILS	NO	YES	ACTION TO BE TAKEN	FEE
Was a Special Event Permit ever previously approved or denied for this event?				
Will there be outdoor amplified sound?			See Chapter 9 in Village of Sussex Municipal Code regarding noise regulations.	
Will alcohol be consumed?			\$15 Beer/Beverage Permit Fee per day	
Will alcohol be sold? (This includes any charges made for alcohol directly or indirectly for alcohol)			\$10 Temporary Alcohol License, \$10 Operator License for each individual serving alcohol and actual cost for each background check	
Are you requesting any Village street(s) to be closed to traffic?			Prepare traffic control plan in conformance with Waukesha County Sheriffs Department and provide to the Village of Sussex.	
Will items or services be sold or given away at the event?			A State Sellers/Raffle permit may be required.	
Does this event involve a plan for tents, stages, inflatable bounce houses or temporary structures?			Must contact Diggers Hotline & Village of Sussex DPW to have the area marked. Any fees will be the responsibility of the renter. Show on site plan.	
Does your event include food concession, preparation areas, and/or do you intend to cook food in the event area? If so, will there be open flame cooking in booths, food trucks, or trailers?			The food vendors may need to be licensed through the state. Any food vendors that need to be licensed through the State need to provide the license to the Village of Sussex.	
Will you be using electricity?			Use of electricity may be metered and charged after the event is complete.	
Will there be a need for additional refuse or recycling containers?			Indicate on your site plan your anticipated refuse and recycling needs. An additional fee may apply.	
Do you plan to provide additional portable toilets at your event based on expected attendance?			Ratio 1 to 100 or 1 to 50 for Alcohol Focused Events required. If not, Village of Sussex staff will determine needs for additional restrooms and bill you accordingly. For any special event, port-o-johns will be assessed a special cleaning fee for each day of the event if using Village port-o-johns.	
Does this event involve banners/signage?			\$30 Temporary Sign Permit is required.	
Have you provided a plan that includes information about security and emergency services on your site plan?			Show on site plan. Consultation with the Fire and Sheriff's Dept. may be needed.	
Will you be having any kind of animals, performances, or amusement rides?			Must provide a certificate of insurance listing Village of Sussex as additional insured.	
Have you determined your parking plan?			Show on site plan.	
Are you requesting the use of traffic safety equipment, signs or barricades?			On your site plan, please provide details of number and event location of requested traffic safety equipment. No additional fee will be assessed.	
Does your event have a fireworks display?			A permit is required from the Fire Dept and a copy must be supplied to the Village of Sussex.	
Have you provided a copy of the event liability insurance to the Village of Sussex with the Village of Sussex named as additionally insured?				
<b>TOTAL OF FEES</b>				

**Payment Method**

(Check all that apply.)

Checks Payable to:

**Village of Sussex**

Cash

Gift Certificate

Credit Card

If for any reason payment is returned as "not payable" a service fee of \$30 is charged for each returned submission. Full payment plus accrued service fees must be paid in full to become registered.

**Required Information for Credit Card Transactions (write legibly)**

Circle One: Visa MasterCard Discover American Express Total Amount: \$ \_\_\_\_\_

Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Entire name as it appears on the credit card (please print legibly): CVV/CVC: \_\_\_\_\_

*I Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the Issuer.*

Signature (REQUIRED): \_\_\_\_\_

(This portion of the form will be destroyed after transaction is complete.)

# Village Park Site Map





## Special Requirements

**\_\_\_\_\_ \$15 Beer/Beverage Permit:** Village ordinances stipulate that the consumption of beer will be allowed in any Village park/facility by permit only. Checking this section on the Park/Facility Rental Permit will request your desire for a beer/beverage permit and will inform the staff to issue/deny permission to issue a permit. All individuals requesting the beer/beverage permit must be 21 years old or older. Proof required. The issuance of the permit will be incorporated into this contract for signature. No other documents will be issued.

If applicable to this application, sales of alcoholic beverages are regulated by the State of Wisconsin and the Village. Groups who would like to sell beer or wine must be bonafide clubs, fair associations or agricultural societies, churches, lodges, or societies that have been in existence for at least 6 months. Renters must comply with all relevant state statutes and municipal ordinances. The Village Clerk's office must be contacted to obtain appropriate rules and regulations regarding sales and service, as it relates to the sales of alcoholic beverages and permit applications must be submitted no later than thirty (30) days prior to the exhibition.

Birthdate \_\_\_\_\_ Driver's License # \_\_\_\_\_

**\_\_\_\_\_ \$20 Lion's Building Indoor Restrooms:** These restrooms are accessible from the outside of the building and are only available upon request. Concession stand indoor restrooms at Village Park and Armory Park and port-a-johns are open during Park hours without special request. There is no charge for the use of these restroom facilities unless additional port-a-johns or additional maintenance are needed in which a fee will be determined and added to the rental.

**\_\_\_\_\_ Electrical Use:** Electricity is available in the rafters in the open air shelters and by the stage in the Lion's Open Air Shelter. Renter must provide their own ladder and extension cords if they wish to use electricity. Fees may be invoiced at the discretion of the Village, depending on the type, size and duration of the event.

What will electricity be used for? \_\_\_\_\_

**\_\_\_\_\_ Inflatables:** Inflatables are allowed in Village Park contingent on location approval by Village staff. Renter(s) must provide proof to the Village of Sussex of homeowner's insurance naming the Village of Sussex as an additional insured. There is no charge for inflatables, but additional green space may need to be rented. Renter must meet with staff to determine safe location. Requested inflatable location in park?

**\_\_\_\_\_ Field Prep:** Please explain the field preparation requirements for your group(s). Define base and pitcher mound distances requested for each group. Please state whether the field preparation requests are for games or practices. If special preparation is needed for an event, there may be a charge for time and materials. Fees will be incorporated into a final agreement. Please provide specifics: \_\_\_\_\_

I the undersigned, will assume all responsibility for the proper care and utilization of the stated public area and/or facilities, including all equipment and grounds contained therein, in accordance with the policies and rules of the Village of Sussex, as stated on page three and four of this document. In addition to, and not to the exclusion or prejudice of, any provisions of this agreement, I shall indemnify and hold harmless and agree to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the claim asserted or imposed upon the Village, its officers, agents, employees, and independent contractors growing out of the agreement as stated by any party or parties. Upon approval, a permit will be issued to show any Village official upon request. Reservations do not include exclusive use of playgrounds. Individuals must be a least 18 years of age to request a rental permit.

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Renter's Name (please print)

\_\_\_\_\_  
Date

# Park Facility Rental Policies

## RESERVATIONS

All organized groups shall reserve a field/court or shelter before utilizing Village of Sussex facilities. An unorganized group is any group that is less than 10 people. All other groups are considered organized. To guarantee facility availability, unorganized groups must reserve the facility.

## HOW TO RESERVE

Make your reservation online by clicking on the link on the Village of Sussex webpage at [www.villagesussex.org](http://www.villagesussex.org) to fill out the form and pay or complete the rental permit form and submit it with the required fees and deposits to the Parks and Recreation Department. Reservations requiring Board approval (i.e. events open to the public, events with overnight parking needs, rentals consisting of more than one day per month, or rentals that will involve soliciting/selling or for fundraising) must submit the reservation form with payment a minimum of forty-five (45) days in advance of the event. All other reservations must be submitted at least ten (10) business days prior to the reservation date. The ten business day requirement may be waived with approval of the Village Administrator or their designee. Reservations are processed on a first-come, first-serve basis and/or with respect to the priority system that has been established. An authorized representative 18 years old or older of the group who shall be personally responsible for the conduct of the participants and for damages must sign the contract. Reservation requests will be accepted up to one year prior to the event date. Requests for large reoccurring special events, with approval from the Park Board, or weddings may be submitted up to two years prior to the event date. All rental fees include Wisconsin sales tax (where applicable).

## LIMITS TO RESERVATION TIME

- All parks close at 9 pm with the exception of Village Park and Armory Park which close at 11 pm. Our indoor facilities can be rented until 11 pm. Extended hours can be requested. Approval of the Board is required.
- Programs and facility needs of the Village of Sussex, Village Board/Committees, and the Pauline Haass Library/Committees take precedence over private reservations. In the event a Village need conflicts with an already approved reservation, an alternate will be provided. If that alternative does not meet the expectations of the renter, a full refund will be given.
- Tenants of the Civic Campus building (i.e. SOS, Historical Society, Chamber of Commerce) will have free use of the first floor meeting room and second floor conference room.
- The Village can not guarantee privacy to any group.
- Reservations may be limited on Memorial Day, July 4, Good Friday, Easter Sunday, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve Day or New Year's Day.
- Reservations are made for a specific time frame. Set-up and clean-up time must be included in the scheduled time. No equipment, supplies, or materials shall be placed at the facility prior to or after the scheduled rental time.
- To keep park facilities accessible, renters may reserve park facilities for a limit of two times a month unless otherwise allowed through contract.

## LIMITS ON USE OF FACILITIES

- Alcoholic beverages may be served by permit only. Permits are applied for and granted through the Village of Sussex - Administrative Services Department. Village Board approval required.
- Smoking is prohibited inside all Village public buildings. Violations of these prohibitions may be punishable by law. All smoking refuse must be disposed of properly into the appropriate trash containers, as to not litter.
- There will be no parking on the grass or vehicles driven on the grass; unless otherwise agreed upon.
- Groups of young people under 18 are required to have the rental contract signed by a sponsoring adult who must be present during the rental. Additional security may be required and would be a cost incurred by the renter.
- The Village is not responsible for private equipment or material used in a Village of Sussex facility.
- All pets must be leashed and under control of its owner at all times. Clean up after your pet, deposit waste into the appropriate trash receptacle.
- Charcoal must be properly disposed of in the labeled containers.
- Any facility decorations must not be removed. Individuals who wish to decorate may do so as long as the facility is returned to its original condition. Failure to do so will result in loss of the deposit.
- All activities must follow Chapter 6 of the Village Code.
- Treatments using pesticides or insecticide by groups renting Village of Sussex facilities is prohibited unless prior approval has been received by the group for such activity.
- All announcements, press releases, flyers, etc. related to groups using a Village of Sussex facility must include the following statement: THIS MEETING (PROGRAM/EVENT) IS NOT SPONSORED OR ENDORSED BY THE VILLAGE OF SUSSEX.

**RENTALS THAT NEED BOARD APPROVAL:** These events are required to complete a special event rental form in addition to this form. All fees and deposits must be paid at the time of the reservation. Board approval is required for the first year of the event or if changes are made to the original site plan or plan of operation for the event and provided no issues have arisen during the event as determined by staff. Events requiring Board approval must submit the reservation form with payment a minimum of forty-five(45) days in advance of the event date.

- Events open to the public
- Overnight camping
- Driving/Parking automobiles on the grass
- Rentals consisting of more than two days per month

# Park Facility Rental Policies

## YOUTH ORGANIZATIONS UTILIZING/RENTING PARK FACILITIES

Youth organizations within the Hamilton School District may use the Lion's Building at Village Park free of charge with Park Board approval. All other park and recreation buildings will require the appropriate fee if rented. To be considered a youth organization, groups must consist of school aged children (examples: Boy Scouts, Girl Scouts, 4-H Club). Also, the group must have an adult supervisor at all meetings. All groups must fill out a Park/Facility Rental Request Form at the beginning of the calendar year (January 2). Groups must pay a \$100 deposit at the time of the rental request. The deposits may be transferred to the next year upon request.

Groups/individuals may not use the building for personal use without reserving it and paying the appropriate fees. If a group is found using the building without notifying the Parks and Recreation Department, they will lose their privileges to use the building. Youth organizations using the Lion's Building for regular meetings are asked to give back to the community by setting aside two days per year to help clean up the parks in the Village of Sussex. This time should be scheduled with the Deputy Parks and Recreation Director at 262-246-5200.

## SET-UP & TAKE-DOWN/CLEAN-UP

The responsibility for set-up and take-down/clean-up is assumed by the group using the facility for all locations. Failure to do so will result in loss of deposit as outlined in our Deposit Refund Policy. The person responsible must see that the procedures listed for cleaning are carried out, including but not limited to the following:

- Assume responsibility for the contents and security of the building. Opening and closing the building securely will avoid loss of deposit to the user for damage from vandalism.
- Leave the park and facility in the condition it was found. Nothing can be left on the premises overnight. You may not come in early in the next morning to clean-up. Renters must bag and remove all garbage from the cans and deposit the trash and/or recyclables into the appropriate dumpsters that are provided at each location.
- Sweep the floor of the facility, wipe the tables and surfaces after use, and clean/mop/vacuum any stains or spills.
- Restroom supplies are available for use (Lion's Building rentals only) Located in the last stall of the ladies room, slide lock just over left top side of the door. Vacuum, trash bags, cleansers, toilet paper, hand towels, wet & dry mops, brooms, and paper towel. Providing these items is a courtesy to our guests, please utilize.

## FEES & DEPOSITS

All fees and deposits must be paid at the time of the reservation. Fees are subject to change. The deposits will be cashed at the time of the reservation and any refundable deposit will be returned after the event. Groups may make cash donations instead of payment as long as the amount of the donation is equal to or greater than the required fee and the item to be purchased does not directly relate to the groups use of facilities. Non-profit and fund raising events are required to pay fees just like all other groups. Water available from an outside faucet at the Lion's Building and the Lion's Den only. Additional fees may be invoice at the discretion of the Village, depend on the type, size and duration of the event.

**KEY & DEPOSIT REFUND POLICY:** Providing no damage to turf or vandalism to property occurs, as well as general cleanliness of reserved area is maintained, any refundable portion of the deposit will be returned to the remitter within 30 days after the event. If the rental requires a facility key, there is a \$25 refundable key deposit incorporated into the stated deposit amount. The key can be picked up at the Civic Center during normal business hours. Failure of the responsible party to pick up the key and staff is contacted to issue a key, a \$50 fee will be assessed and held from the deposit. The key must be returned to the Civic Center the next business day during the hours of 8:00 a.m. - 5:00 p.m. A minimum of \$50 will be assessed for the failure to empty the trash and recycling receptacles after the event. If the building is not left in the original condition, a cleaning fee will be assessed at \$40/hour (2 hour minimum) for events held during a weekday between 7am-3:30pm or \$60/hour (2 hour minimum) for events held on weeknights after 3:30pm or anytime on weekends. If the deposit does not cover the costs associated with damage or clean-up to the facility, the responsible party will be invoiced for the remaining fees.

**CANCELLATION POLICY:** Cancellations will be issued ONLY if the department is notified in writing **30 days or more** prior to the scheduled date. Failure to cancel a reservation at least thirty (30) days in advance will result in forfeiture of the entire deposit. If an event is cancelled prior to thirty (30) days before the event date, the group will forfeit a \$25 administrative fee which will be taken from the deposit. If the event has been cancelled due to adverse weather conditions or rain out, the Parks and Recreation Department must be contacted within twenty-four (24) hours to inform staff of the cancellation. If possible, arrangements can be made for another date. Rain cancellations can be rescheduled at no cost. All Village activities (i.e. youth sports, special events, special board meetings) supersede any outside reservation. All reservations are subject to review.

**RETURNED CHECKS:** Checks written and returned as not payable will be charged \$30 for each returned submission. Participants will be removed from reservation list until the issuer "makes good" on the amount of the returned checks and pays the accrued service charges in full.

**TAX EXEMPT:** If your group is tax-exempt, a WI Sales and Use Tax Exemption Certificate must be appropriately completed, signed and submitted with the final signed contract. Copies of these certificates are available upon request. Tax-exempt status does not reduce rentals fees, but eliminates paying unnecessary taxes on fees at the end of the year.

## FACILITY PROBLEMS

Prior to the day's event, contact the Sussex Civic Center at 262-246-5200. If the problem occurs the day of the event, please call the

**Payment Method**  
**(Check all that apply.)**

Checks Payable to:  
*Village of Sussex*

Cash

Gift Certificate

Credit Card

If for any reason payment is returned as "not payable" a service fee of \$30 is charged for each returned submission. Full payment plus accrued service fees must be paid in full to become registered.

**Required Information for Credit Card Transactions (write legibly)**

**Circle One:** Visa   MasterCard   Discover   American Express   **Total Amount:** \$ \_\_\_\_\_

**Card #:** \_\_\_\_\_   **Expiration Date:** \_\_\_\_\_

**CVV/CVC#** \_\_\_\_\_

**Entire name as it appears on the credit card (please print legibly):** \_\_\_\_\_

*I Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the Issuer.*

**Signature (REQUIRED):** \_\_\_\_\_

**(This portion of the form will be destroyed after transaction is complete.)**





# ATHLETIC FACILITY RESERVATION POLICY

The Village of Sussex provides outdoor recreation fields for the use and enjoyment of the citizens of Sussex. This policy is designed to be used by the Parks & Recreation Department when reviewing requests for the use of these facilities.

## **Personal/Individual Field Use**

Individuals wishing to use the public recreation fields under the jurisdiction of the Village may do so at their leisure on a first-come, first-serve basis, provided the fields have not been previously reserved by another party. Reservations will be listed on the Village website at [www.villagesussex.org](http://www.villagesussex.org).

## **Group/Team use and Reservations**

All organized groups shall reserve a field/court before utilizing Village of Sussex facilities. An organized group is any group that consists of 10 or more people. In order to guarantee facility availability, unorganized groups (groups of less than 10 people) must reserve the facility they wish to use. Groups and teams wishing to utilize the recreation fields on an on-going basis may do so with prior scheduling approval from the Parks & Recreation Department. All requests must be made in writing using the Athletic Facility Rental form available at the Sussex Civic Center or online at [www.villagesussex.org](http://www.villagesussex.org).

### **A – Priority in scheduling Village owned fields**

1. Village sponsored programs and events.
2. Hamilton School District, Sussex Baseball Land ‘O Lakes, private schools, associations, businesses and resident-based leagues (Leagues which 75% of the participants are residents of Sussex). Leagues must provide rosters with individual player addresses prior to the first field reservation date.
3. Non-resident based leagues.

### **B – Facility Use Requests**

1. All requests for facility reservations must be made in writing using the Athletic Facility Rental form.
2. Reservations will be accepted starting the first working day in January. On-going field rental requests should be submitted no later than January 15. These will be considered on a priority basis until February 15 each year. A schedule of reservations will be posted by February 15. After February 15, reservations are accepted on a first-come, first-serve basis.
3. New tournament requests will be taken, beginning on November 1 of the preceding year of the tournament.
4. Requests for large returning reoccurring special events (i.e. tournaments) may be submitted up to two years prior to the event date. Priority will be given to those tournaments that have been booked in the past, for that same weekend as well as any regular season play that would occur on those dates. All other requests will then be considered.
5. Requests filed after the dates listed above will be handled on a space available basis. Priority scheduling does not apply after this date.
6. Make sure that all of the dates, times and field preparation needs are listed on the permit request submitted. Game use will have top priority with practices being secondary.
7. The usage fee paid will provide exclusive use of the field for a three (3) hour block of time (excluding the Hardball Diamond) and is charged whether the use is for a game or practice.
8. The Hardball Diamond usage fee paid will provide exclusive use of the field for a five (5) hour block of time and is charged whether the use is for a game or practice.
9. No reservations for athletic fields will be issued for use prior to April 1.
10. In the event that an official WIAA high school softball game extends into a reserved practice time, the game will be allowed to be played to completion. Upon completion of the game, teams will be required to vacate the field to allow immediate use of the field.
11. All reservations will be given priority over walk-on use.
12. Groups/teams using the athletic/recreation fields must comply with all Village Ordinances and Park Regulations.
13. All changes to a reserved date must be made one week in advance.
14. No field reservations will be allowed after September 30.

### **C – Reservation Fees and Charges**

#### **Fees**

##### **Softball & Baseball Fields**

Priority Level	Field Rental Fee	Field Preparation Fee	Deposit
1	\$0	\$0	\$0
2	\$15/Field	\$15/ Field	\$100 per League
3	\$15/Field	\$15/ Field	\$100 per League

## Soccer Fields

Priority Level	Field Rental Fee	Deposit
1	\$0	\$0
2	\$30 – Fields 1-6, \$5 – Field 7	\$100 per League
3	\$30 – Fields 1-6 \$5 – Field 7	\$100 per League

1. The deposit must be made at the time of the reservation. The deposit will be retained for violation of any of the established policies and procedures, for damages to the field or for failure to properly clean the area.
2. The field reservation fee includes mowing of the grass, dragging of the diamonds and moving bases as needed. The field preparation fee includes raking and lining of the diamonds.
3. NO REFUNDS will be made on reservation fees for fields not used for games or practices.
4. Groups may cancel up to 20% of their field reservations by March 31 without penalty. If field reservations are cancelled after March 31 or more than 20% of field reservations are cancelled, they will be charged for those reserved dates. Any additional reservations or changes to existing reservations made after April 1 will be subject to an additional \$5 administrative fee per reservation addition or change unless deemed an emergency by the Deputy Parks & Recreation Director.
5. Priority 1 and Priority 2 organizations in the scheduling priority list above may hold tournaments/scrimmages using the regular field rental fees.
6. Tournaments/scrimmages involving teams outside of Priority 1 and Priority 2 organizations are charged according to the tournament charges under the Park Rental Fees.
7. All group reservations will be confirmed with a field schedule provided by February 15.
8. An invoice of all reserved dates will be sent at the conclusion of the season and must be paid within 30 days of receipt.

### D – Weather cancellations

1. Village staff shall make determination whether or not the field conditions allow for the field to be used. Following the start of field use it is the responsibility of the organization scheduled for the field to make the decision as to whether or not field conditions allow the game to continue. If continued use of the field in inclement conditions creates excessive wear or damage to the fields or facilities, the Parks & Recreation Department may invoice the organization for the repair costs. Failure to compensate the Parks & Recreation Department for any invoiced charges will result in the loss of field use privileges.
2. Rain cancellations may be rescheduled at no additional cost, but they will not be refunded. Games will be rescheduled on a space available basis.

### E – Levels of maintenance

1. The Village is responsible for the mowing of all fields.
2. The Village is responsible for aerating, over-seeding and weed control.
3. The field reservation fee includes mowing of the grass and dragging of the diamonds as needed. The field preparation fee includes moving of the bases to the desired field dimensions, raking and lining of the diamonds.
4. Lining of soccer fields to be done by users with permission from the Village of Sussex.
5. Grooming and lining of softball fields to be done by Village of Sussex crews only in order to prevent damage to the infrastructure including base pegs, bases and fields.
6. Absolutely no non-Village vehicles of any type are permitted on the fields. Additionally, no materials (sand, sawdust, Diamond Dry, etc.) are to be added to the baseball and softball infields without approval by the Parks and Recreation Dept.

### F – Inspection of fields and site amenities prior to use

1. Upon arrival to each facility, the permit holder is responsible to inspect the site for unsafe conditions, which may be caused from vandalism, severe weather conditions or prior use. In the event that the facility is not suitable for use and an emergency repair is needed, the permit holder should not use the site and should contact On-call Operations Staff at 414-587-1965.

### G – Insurance

1. Liability insurance coverage is required for group/team/organization use only, not individuals.
2. Permit holder shall obtain and maintain a policy of liability insurance written by an insurance company licensed to do business in the State of Wisconsin. This policy shall contain an endorsement for contractual liability to support the indemnity and hold harmless provision of this policy, covering death, personal injury and property damage in the amount of one million dollars while naming the Village of Sussex as an additional insured.
3. A certificate of insurance shall be filed with the Village of Sussex along with the Park/Facility Rental Permit. This certificate shall confirm said coverage and provide the Village with 30 days advance written notice of cancellation, change or termination of said insurance policy.

Policy Adopted: October 22, 2013; Amended: January 23, 2018





# City of Waukesha Parks, Recreation, & Forestry Athletic Facilities Policies and Procedures

- ❖ Baseball Diamonds
- ❖ Softball Diamonds
- ❖ Volleyball Courts
- ❖ Pickleball Courts
- ❖ Football Fields
- ❖ Soccer Fields
- ❖ Open Space
- ❖ Tennis Courts

For athletic facility usage and reservation procedures please contact WPRF by visiting:

- ❖ Our Website: [www.waukesha-wi.gov/430](http://www.waukesha-wi.gov/430)
- ❖ Our office: 1900 Aviation Drive (Monday – Friday, 8:00 am – 4:30 pm)
- ❖ Or by calling: (262) 524-3737



Reviewed and Approved October 2018: WPRF Board



## Table of Content

Basic Information	.....3
Priority Group Classifications	.....3
Allocation Process	.....3
Athletic Field Permit	.....4
Reserving an Athletic Facility	.....4
Concessions	.....4
Payment Schedule	.....5
Athletic Facility Information and Fees	.....6-9
Optional Service Fees	.....10
Baseball, Softball, Soccer, Tennis, Pickleball Tournaments	.....10
<u>Appendix</u>	
Rental Application – Appendix A	.....11
Park Rules – Appendix B	.....12
Baseball Tournament Checklist – Appendix C	.....13
Indemnification and Reimbursement – Appendix F	.....14
Tax Exempt Certificate – Appendix G	.....15
Certificate of Liability Insurance – Appendix H	.....17
Other Agencies – Appendix I	.....18

## **A. Basic Information**

1. WPRF Athletic Facilities application must be signed and returned at least seven (7) days prior to the rental date with applicable fees.
  - a. Tax is additional when applicable. Tax exempt organizations must complete Wisconsin Sales Tax exemption certificate. (See Appendix G)
  - b. Applications that wish to be included in the allocation process (see below) must be submitted by December 1<sup>st</sup> of the year prior to use.
  - c. Applications submitted after December 1<sup>st</sup> will be time stamped and reviewed after the allocation process has taken place.
2. It is the rental groups responsibility to ensure **all** park rules are followed by all patrons using the facilities. (see Appendix B)
3. **Non-Resident Surcharge:** \$25.00 per day/per facility (e.g., Saratoga = one facility)
  - a. Non-resident is defined as a person who does not reside or own property within the corporate limits of the City of Waukesha (in general, does not directly contribute to the City of Waukesha property taxes). Please call the WPRF office should you have questions regarding residency issues.
4. No subleasing of athletic facilities is allowed under any circumstance. Subleasing of fields will result in the revocation of any permit indefinitely, pending an investigation which may end the season.

## **B. Priority Group Classifications**

**Use of Athletic Facilities will be allocated in the following priority:**

**Priority 1** - City-sponsored or co-sponsored events. This includes all Department athletic programs and leagues.

**Priority 2** - Events or activities sponsored by the School District of Waukesha.

**Priority 3** - WPRF Partners.

**Priority 4** - Non-profit youth organizations. The organization must be a City of Waukesha-based community sports organization.

**Priority 5** - Non-profit adult organizations. The organization must be a City of Waukesha-based community sports organization.

**Priority 6** - All other youth and adult users. This includes for-profit organizations, tournaments, club teams, clinics and camps with individual or team participation fees.

## **C. Allocation Process**

1. The allocation of fields will follow the guidelines of this document. Once allocations are determined by the Department, they will not be changed during the season.
2. If two or more organizations in the same priority level submit competing applications, allocations will be done by lottery.
3. The Department reserves the right to adjust the athletic facility allocation process as needed to address recognized needs or resolve conflicts.
4. The process for the allocation of Athletic Facilities begins with a letter being sent to all recognized sports organizations.
5. Once the letter is received, all organizations will have a specified time to complete their athletic application.
6. After the specified time to receive requests has past, the Department staff will begin the allocation process of assigning Athletic Facilities, dates and times to the various organizations based on the priorities in this policy. (See priority group classification). Allocations will be conducted in as fair and equitable manner as possible. However, the Department has the discretion to allocate in the best interest of the City. **It may not be possible to grant all requests.**
7. Once completed, a mandatory organization meeting will be held with all organizations outlining the allocations. Organizations will need to bring the following items to secure their permit:

- a. Indemnification
- b. Proof of Insurance (sample in Appendix H)
- c. \$200.00 pre-payment per day/per facility, plus sales tax, if applicable (non-refundable portion of the pre-payment: \$10.00 for hourly rental - \$50.00 for half day/full day rental).

#### **D. Athletic Field Permit**

1. **Athletic Field use permits** are issued following the allocation meeting (providing organization submitted indemnification, proof of insurance and pre-payment). A permit is issued only after the Department has approved all or part of the request, all required documents are submitted, proof of insurance has been shown and an application has been signed. **A request does not constitute approval.**
2. A field use permit will not be issued if there is any balance due for prior field use.
3. Tax exempt organizations must complete Wisconsin Sales Tax exemption certificate. (See Appendix G)

#### **E. Reserving an Athletic Facility**

##### **1. How to Reserve**

- a. Reservations for an athletic facility can be made by fax, mail or by visiting our office at 1900 Aviation Drive, during regular business hours (Mon. - Fri. 8:00 am - 4:30 pm) (See Appendix A for application).
- b. **The time listed on the application form needs to be the time of arrival and not start time of game/event.**
- c. After the permit has been issued, bring your permit with you for all reservation dates.
- d. Indemnification and Proof of Insurance are required for any Organization, Group or Individual who intends to rent a City of Waukesha facility to conduct a league, tournament or any other type of organized activity that is offered to the public.

##### **2. Cancellations/Refunds/Changes/Inclement Weather**

- a. Cancellations of an entire athletic facility permit requires the permit holder to contact the WPRF Facility Coordinator in writing at least 30 days prior to the scheduled event to receive a refund (a service charge will apply: \$10.00 for hourly rental/ \$50.00 for half/full day rental).
- b. Changes in original dates and times may be made one week prior to the reservation date.
  - All changes within seven (7) days result in a \$25.00 charge.
  - There will be no charge for the first schedule change of one date (per permit) if completed 7 days prior to event. Note: The "no charge" change only applies to one date on a permit. A \$25.00 charge for each additional date change will be charged thereafter.
- c. In the case of inclement weather, the reservation may be rescheduled if available **as REFUNDS OR CREDITS WILL NOT BE GIVEN**. A rescheduling request must be submitted **in writing** (fax, email, drop-off, etc.) up to seven (7) days following the rain out to be eligible for rescheduling.
- d. **Once play has started it is at permit holder's discretion to delay or cancel the game due to inclement weather. Any damage to fields will be assessed by staff and billed to the permit holder.**

#### **F. Concessions**

1. Any exchange of money for merchandise, food, beverages, raffles, etc., requires a sales permit from the WPRF Department.
2. Concessionaires have sole concession rights for all activities during the designated season.
  - a. The concessionaire may allow tournament sponsors, under their guidelines to conduct sales during the scheduled event. Facility Coordinator will handle concession inquiries. Groups are not to contact the contracted concessionaire directly.

## **G. Payment Schedule**

### **1. Allocation Applicant(s)**

Once completed, a mandatory organization meeting will be held with all organizations outlining the allocations. Organization will need to bring the following items: Indemnification, Proof of Insurance and pre-payment.

- a. \$200.00 pre-payment per day/per facility plus sales tax, if applicable (non-refundable service charge: \$50.00 half/full day rentals; \$10.00 hourly rentals).
- b. Full payment (remaining balance) is due 30 days prior to the reserved event.
- c. Additional fees incurred (i.e. field prep, damage) must be paid 30 days following the event.

### **2. Non-Allocation Applicant(s)**

Organizations will need to bring items to secure their permit: Indemnification, Proof of Insurance and pre-payment.

- a. \$200.00 pre-payment per day/per facility plus sales tax, if applicable (non-refundable service charge: \$50.00 half/full day rentals; \$10.00 hourly rentals).
- b. Full payment (remaining balance) is due 30 days prior to the reserved event.
- c. Additional fees incurred (i.e. field prep, damage) must be paid 30 days following the event.

### **3. Private Rental (Non-public offering)**

- a. Full payment is due at the time of application.
- b. Additional fees incurred (i.e. field prep, damage) must be paid 30 days following the event.

# WPRF Softball Diamonds

Park	Field	Anchors	Pitching Mound	Field Rental Fees*
<b>Buchner: premier</b> (231 Oakland Ave.) Temporary Outfield fence	Field #1 Grass	60' or 65'	50'	\$20/hour, Maximum of \$130/day
<b>Banting</b> (2101 Butler Dr.)	Field #2 Skinned	65"	50"	\$13/hour, Maximum of \$85/day
<b>Dopp #1 (NW corner)</b> (429 S. Washington Ave.) Overhead net	Field #1 Skinned	60'	46'	\$13/hour, Maximum of \$85/day
<b>Dopp #2 (NE corner)</b> (429 S. Washington Ave.) Overhead net	Field #2 Skinned	60"	46'	\$13/hour, Maximum of \$85/day
<b>David's</b> (113 E. Garfield)	Field #1 Skinned	NONE	NONE	\$13/hour, Maximum of \$85/day
<b>Grandview T-ball</b> (1001 Grandview Blvd.)	T-ball Field	NONE	NONE	\$13/hour, Maximum of \$85/day
<b>Priedeman</b> (2010 Saratoga Rd.)	Field #1 Skinned	60'	50'	\$13/hour, Maximum of \$85/day
<b>Lowell</b> (2201 Michigan Ave.)	Field #1 Skinned	NONE	NONE	\$13/hour, Maximum of \$85/day
<b>Merrill Crest</b> (616 S. University Dr.)	Field #1 Skinned	NONE	NONE	\$13/hour, Maximum of \$85/day
<b>Prairie</b> (821 School Dr.)	Field #2 Skinned	NONE	46'	\$13/hour, Maximum of \$85/day
<b>Waukesha Springs</b> (700 N. Hartwell Ave.)	Field #1 Skinned	NONE	NONE	\$13/hour, Maximum of \$85/day
<b>Roberta #1 (SW corner)</b> (240 Coolidge Ave.) Overhead net	Field #1 Skinned	60'	43'	\$13/hour, Maximum of \$85/day
<b>Roberta #2 (NE corner)</b> (240 Coolidge Ave.) Overhead net	Field #2 Skinned	60'	43'	\$13/hour, Maximum of \$85/day

\*In addition to the hourly/daily fees other fees may apply (i.e. tax, Non-Resident Surcharge). Please see Optional User Fees on page 10.

# WPRF Softball Complexes

Park	Field	Anchors / Pitching Mound	Fence Distance	Tournament Fees*
<b>Saratoga Complex</b> (301 S. Prairie Ave.)	4 Diamonds	60' or 65' / 46' (can be adjusted)	273'	\$400 for up to 4 hours, \$630/day for tournaments Includes: initial field prep and 2 field relines per diamond, access to PA and scoreboards, up to 4 bags of diamond dry, and one facility attendant. (If lights needed, \$10/hour per diamond)
<b>WRO Youth Complex</b> (3041 Summit Ave.)	4 Diamonds	60' or 65' / 46' (can be adjusted)	230'	\$400 for up to 4 hours, \$630/day for tournaments Includes: initial field prep and 2 field relines per diamond, access to PA and scoreboards, up to 4 bags of diamond dry, and one facility attendant.

\*In addition to the hourly/daily fees other fees may apply (i.e. tax, Non-Resident Surcharge). Please see Optional User Fees on page 10.

# WPRF Baseball Diamonds

Park	Field	Anchors	Pitching Rubbers	Outfield Fence Distance	Field Rental Fees*
<b>Frame</b> (1218 White Rock Ave.) Overhead net	Field #1 Grass	90'	60'6"	Fence 300' L 370' C 352' R	\$39/hour, Maximum of \$290/day
<b>Banting</b> (2101 Butler Dr.) Overhead net	Field #1 Grass	80' or 90'	60'6"	No outfield fence	\$20/hour, Maximum of \$130/day
<b>Prairie</b> (821 School Dr.) Overhead net	Field #1 Grass	90'	60'6"	No outfield fence	\$20/hour, Maximum of \$130/day
<b>Pebble Valley</b> (2565 Pebble Valley Rd.)	Field #1 Grass	80' or 90'	54' or 60'6"	No outfield fence	\$20/hour, Maximum of \$130/day
<b>Grandview</b> (1001 Grandview Blvd)	Field #1 Grass	60' or 65' or 80'	46' or 50' or 54'	Fence 300'	\$20/hour, Maximum of \$130/day

\*In addition to the hourly/daily fees other fees may apply (i.e. tax, Non-Resident Surcharge). Please see Optional User Fees on page 10.

# WPRF Soccer Fields

(Includes Football, Lacrosse, and Open Space)

Park	Field Type and Number	Field Dimensions	Goals	Goal Dimensions	Field Rental Fees*
<b>Lowell</b> (2201 Michigan Ave.)	2 medium 1 small	270' x 120' 105' x 80'	Yes Yes	7' x 21' 6' x 18'	\$18/hour, Maximum of \$120/day
<b>Prairie</b> (821 School Dr.)	1 medium 1 micro 1 Football	240' x 120' 60' x 90' 240' x 120'	Yes No N/A	7' x 21'	\$18/hour, Maximum of \$120/day
<b>Merrill Crest</b> (616 S. University Dr.)	2 medium 1 small 1 micro	240' x 120' 180' x 105' 60' x 90'	Yes Yes No	7' x 21' 4' x 6'	\$18/hour, Maximum of \$120/day
<b>David's</b> (113 E. Garfield)	1 medium	240' x 120'	Yes	7' x 21'	\$18/hour, Maximum of \$120/day
<b>Rivers Crossing</b> (3703 Rivers Crossing Dr.)	1 medium	240' x 120'	Yes	7' x 21'	\$18/hour, Maximum of \$120/day
<b>Heyer</b> (1121 Heyer Dr.)	1 medium	240' x 120'	Yes	7' x 21'	\$18/hour, Maximum of \$120/day
<b>Mindiola Complex</b> (325 Hoover Ave.)	3 medium 1 small 2 micro	240' x 120' 180' x 105' 60' x 90'	Yes Yes Yes	7' x 21' 6' x 18' 4' x 6'	\$18/hour, Maximum of \$120/day
<b>WRO Complex</b> (3041 Summit Ave.)	1 Lacrosse	300' x 120'	No	N/A	\$18/hour, Maximum of \$120/day
<b>Open Space</b> (Various Locations – contact WPRF for more information)	Area requested needs to be identified on a map and receive WPRF approval	Area not to exceed 300' x 150'	No	N/A	\$18/hour, Maximum of \$120/day

\*In addition to the hourly/daily fees other fees may apply (i.e. tax, Non-Resident Surcharge). Please see Optional User Fees on page 10.

# WPRF Tennis and Pickleball Courts

Park	Court Type and Number	Hourly Fee*	Daily/Tournament Fees*
<b>Banting</b> (2101 Butler Dr.)	8 Pickleball Courts 1 Tennis Court	Pickleball: \$10/hour per 2 side-by-side courts. Tennis: \$5/hour (2 hour min.)	N/A
<b>Buchner</b> (231 Oakland Ave.)	6 Tennis Courts	\$5/hour per court (2 hour min.)	\$180/day (includes 6 courts)
<b>Heyer</b> (1121 Heyer Dr.)	18 Tennis Courts	\$5/hour per court (2 hour min.) (*6 or more hours involving 8 or more courts will be charged a full day rate.*)	\$390/day (includes 18 courts and park shelter)
<b>Lowell</b> (2201 Michigan Ave.)	10 Tennis Courts	\$5/hour per court (2 hour min.) (*6 or more hours involving 8 or more courts will be charged a full day rate.*)	\$180/day (includes 10 courts)

\*In addition to the hourly/daily fees other fees may apply (i.e. tax, Non-Resident Surcharge). Please see Optional User Fees on page 10.

# WPRF Outdoor Basketball, Football and Sand Volleyball

Park	Court Type and Number	Hourly Fee	Daily Fees*
<b>Outdoor Basketball</b> (Various Locations - contact WPRF for more information)	Basketball	\$18/hour	Maximum of \$120/day
<b>Buchner</b> (231 Oakland Ave.)	1 Sand Volleyball Court	\$10/hour per court (2 hour min.)	N/A
<b>Frame</b> (701 E. Moreland Blvd.)	3 Sand Volleyball Courts	\$10/hour per court (2 hour min.)	N/A
<b>Merrill Crest</b> (616 S. University Dr.)	1 Sand Volleyball Court	\$10/hour per court (2 hour min.)	N/A
<b>Prairie</b> (821 School Dr.)	1 Football Field	\$18/hour	Maximum of \$120/day

\*In addition to the hourly/daily fees other fees may apply (i.e. tax, Non-Resident Surcharge). Please see Optional User Fees on page 10.

## **H. Optional User Service Fees**

### **1. Prep and Light Fees**

- a. Softball Diamond Field Prep: \$70.00 per diamond (includes bases)
- b. Baseball Diamond Field Prep: \$92.00 per diamond (includes bases)
- c. Soccer/Football Field Lining: \$110.00 per field
- d. Lighting: \$10.00 per hour, per diamond/field
- e. Diamond Dry: \$15.00 per bag (available upon request to make fields playable)
- f. Field touch ups on weekends \$100.00 per field/per visit

### **2. Admin Fees**

- a. Portable Toilets: \$10.00 per unit, per day (user provides unit). When the anticipated attendance exceeds 200, the responsible party may need to provide one toilet for each additional 100 attendees
- b. Additional picnic tables: \$80.00 per day, up to 4 additional tables.
- c. Additional trash barrels: \$40.00 per day, up to 10 additional trash barrels.
- d. If keys are needed a \$50 deposit is required

### **3. Permits**

- a. Sales permit: \$65.00 per day, per facility rental
- b. Admission permit: \$100.00 per day, per facility rental
- c. When an admission fee is charged, an admission permit and fee will be required.
- d. Tent /Temporary structure permit: \$100.00 first day and \$25.00 for each day thereafter (includes tents-150 sq. feet or more & PODs.)

## **I. Baseball, Softball, Soccer, Tennis, Pickleball Tournaments**

1. We highly recommend a pre-tournament meeting or conference call with WPRF staff to discuss field conditions, staffing, weather and field maintenance considerations
2. Fields that WPRF grooms are prepared prior to start time. Start and end times for field preparation are determined by WPRF staff.
3. Tournament field layouts are due to the WPRF Facilities Coordinator no later than seven (7) days prior to the tournament.
4. At **Saratoga**, the scoreboards and PA system are available. The rental group will be required to staff scorekeepers that use scoreboards and PA. All tournaments must provide their own score pads, line-up cards, balls, first aid, etc.
5. ALL athletic fields' maintenance (ex: lining, alterations and additions of materials) except for field prep with hand tools (raking – hand tools will not be provided by WPRF) must be completed by WPRF personnel, unless approved by WPRF Facilities Coordinator. Approved field maintenance must be paid within 30 days following the event.
6. When no field prep is requested, the user of the diamond(s) must determine if any unsafe conditions exist.
7. Failure to pay for additional maintenance caused by excessive use or damage as set forth in these policies may result in the immediate loss of existing field allocations, the revocation of existing permits, or the refusal of future allocation request. If existing permits are revoked, then the refundable portion of any already-paid fees will be refunded, however, any amounts owing to the City will be deducted from the refund.
8. Any shelters that cannot be rented during tournament play will be charged according to current shelter fees. Contact Facility Coordinator if questions.
9. Any additional diamond dry used on fields must be approved by the rental group contact.

# Appendix A: Rental Application

<b>Office Use Only!</b>		ALLOCATION PRIORITY # _____
Date Rcv'd _____	Time _____	Permit # _____
Initials _____	Resident <input type="checkbox"/> Non-Resident <input type="checkbox"/>	



**City of Waukesha of Parks, Recreation and Forestry Department**  
 1900 Aviation Drive • Waukesha WI 53188 • Phone: (262) 524-3737 • Fax: (262) 524-3713  
[www.waukesha-wi.gov](http://www.waukesha-wi.gov)

## ATHLETIC FACILITIES USE APPLICATION (one event per application)

Name of Event: \_\_\_\_\_ **ESTIMATED TOTAL ATTENDANCE:** \_\_\_\_\_

Name of sponsoring agency/group: \_\_\_\_\_

Contact person for event: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Work #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Email address: \_\_\_\_\_

**Requested Facilities** (Indicate # of fields/courts, type of fields. (i.e., soccer, football, baseball, softball))

Park Location	Field/Court	Date(s)	Start Time(s)	End Time(s)

**Please check all that apply** (Please Note: there is a fee for any special service need. To view prices please refer to the Optional User Service Fees listed on page 10 of the Athletic Facilities Rentals Handbook.

- \_\_\_\_\_ Setting up of tents
- \_\_\_\_\_ Charging Admission/Entry Fee
- \_\_\_\_\_ Sales of any kind (mark all that apply)
  - Food       Alcohol       Raffle
  - Beverage       Apparel       Other \_\_\_\_\_
- \_\_\_\_\_ Additional Picnic Tables
- \_\_\_\_\_ Additional Trash Barrels
- \_\_\_\_\_ Lighting (Buchner/Frame/Saratoga, Prairie Football)
- \_\_\_\_\_ Field Preparation: Base Length: \_\_\_\_\_ Pitching Mound: \_\_\_\_\_
- \_\_\_\_\_ Other (list) \_\_\_\_\_

\*I have received copies of WPRF's Athletic Facilities Policy & Fee/Charge Schedule, and shall comply with all requirements they contain. I shall exercise the utmost care in the use of the facilities and will make good any damage from my use or my guest use of the premises.

**SIGNATURE** \_\_\_\_\_ **Date** \_\_\_\_\_

## Appendix B: Park Rules

1. **Facilities should be cleaned and left in the condition they were found.**
2. Each user group is responsible for picking up **trash/debris** and depositing it into the proper trash bins after event.
3. **Recycling:** Any group with attendance over 400 is required to recycle cans and plastic bottles. The disposal for the recycling is the responsibility of the event sponsor. All groups under 400 are encouraged to recycle their cans and plastic. For assistance with recycling contact Waukesha County Recycling at 262-896-8317
4. If WPRF needs to **repair or clean after your event** the responsible party will be billed for damages and/or labor.
5. Any batting or throwing practices directed into fences at any facility is not allowed.
  - a. **Damage to the fences** from this activity will be repaired and the group will be charged for the expenses incurred.
6. **All vehicles must park in designated parking areas** (i.e. parking lots or on the street).
7. Per City ordinance: **Dogs are not allowed in any City athletic facility or park**, unless otherwise designated.
8. **Inflatables are not permitted** in City of Waukesha Parks.
9. **No tents are allowed without permit** – a 30-day advanced notice is necessary.
  - a. Fees and temporary structure application are required to be completed before permit is issued.
10. **Pre-Event Turf and Sports Management:** City staff will determine the likely impacts of events on turf and may not allow some events in areas or facilities because of potential damage.
11. **NO SALES of any kind may be made without permit** (may require WPRF approval).
12. WRO Youth Sports Complex and Saratoga Complex are **smoke free**.
13. **Affixing signs to trees is strictly prohibited.** Signage is prohibited in any street boulevards.
  - a. All signs, displays and objects on park property needs to be reviewed and approved with the Recreation Facilities Coordinator.
14. **Information signs** will be allowed on the site during the period of use. However, all signs must be removed from the site at the end of the rental period. Any signage that requires staking into the ground will need to have the area hot lined (see Temporary structure policies and fees).
15. **No game may begin before 8:00 am** (where applicable) if ball diamond maintenance is required. **No new inning may be started after 10:00 pm.**
16. **Alcohol usage/consumption** permit can only be obtained with a shelter rental permit and a signed alcohol agreement form.
17. Groups are responsible for their own **First Aid supplies**.
18. **Portable goals and/or markers** are allowed but must be removed daily and must have prior written approval as part of the permit process.
19. No group or individual is permitted to maintain a **storage unit** (or similar object on or around a field without written approval.

**Misuse of a public park or the failure to follow established procedures, rules and regulations by any group or individual of a group is cause for revocation or denial of existing permits or future applications. If existing permits are revoked, the refundable portion of already-paid fees will be refunded, less all amounts owing to the City.**

## **Appendix C: Baseball Tournament Checklist**

This checklist is to serve as a guide for athletic tournaments.

### **Prior to final approval**

- Application received/signed
- Indemnification signed
- Payment submitted in full 30 days prior to the event
- Insurance copy sent to WPRF

### **Discussed 30 days prior to event**

- Set up date for meeting the week of the tournament
- All signs, displays and objects on park property reviewed by the Facility Coordinator
- Field layout (submitted and approved)
- Start times for games
- Bases
- Tents/hot lining
- Concessions
- Signage
- Diamond Dry
- Dogs in parks/facilities
- Weather plans/cancellations
- Bathrooms-toilet paper
- Trash pick-up/Recycling/Bees
- Batting practice into fence
- Keeping players off fields while grooming fields
- Maintenance of fields – after start of 1<sup>st</sup> game
- Volunteers
- Lost and Found
- Lights on/off
- Golf carts/utility vehicles

### **Week of Event, Meeting at WPRF**

- Phone numbers exchanged
- Emergency evacuation plan
- First Aid, Lost Child
- Cancellation vs. extra staffing (weather reports)

### **Day of the event**

- Ensure that all WPRF policies are being followed

### **24 hours following event**

- All areas used for event completely cleaned up
- Complete WPRF evaluation
- Contact Facility Coordinator if any incidents (accidents, safety, etc.) occurred during the event

### **30 Days following event**

- Additional fees incurred (i.e. field prep, damage)

## Appendix F: Indemnification and Reimbursement

Event Name \_\_\_\_\_  
Date(s) of Event \_\_\_\_\_

Today's Date \_\_\_\_\_  
Location \_\_\_\_\_

### Indemnification and Reimbursement Agreement

WHEREAS, the Common Council of the City of Waukesha ("City") has established an ordinance regulating the use of city parks and other specified properties for large-scale public gatherings and Special Events, and

WHEREAS, said ordinance requires persons wishing to hold a Special Event to: (1) indemnify the City and the Park, Recreation and Forestry Board for injuries and damages caused by the event; and (2) agree to reimburse costs incurred due to extraordinary damage to City property during the event, and

WHEREAS, the undersigned applicant has filed an application to conduct a Special Event in the City,

THEREFORE, the City and the undersigned applicant ("Applicant") hereby agree as follows.

1. Indemnification. The Applicant hereby indemnifies and holds harmless the Waukesha Park, Recreation and Forestry Board and the City, its officers, agents, employees, successors or assigns, from and against any and all losses, debts, actions, claims, demands, liabilities, expenses, costs, injuries and/or damages to persons or property occurring in connection with the Special Event proximately caused by the actions of the Applicant, the sponsoring organization, its Officers, Employees or agents, or any person under their control.
2. Reimbursement for Extraordinary Damage. The Applicant shall reimburse the City for costs incurred due to extraordinary damage to City property during the Special Event conducted by the Applicant. "Extraordinary Damage," as stated in section 8.115(3)(e) of the Municipal Code, is defined as "damage to Park or other City property in excess of normal wear and tear and which requires repairs in excess of routine maintenance."
3. Procedure for Reimbursement. To initiate a request for reimbursement pursuant to paragraph two (2) of this Agreement, the Park, Recreation and Forestry Department shall submit to the Applicant a detailed written accounting of the extraordinary damages and the cost of their repair as evidenced by written receipts. The accounting shall be submitted via first class mail, return receipt requested, to the address the Applicant provided on its Public Gathering/Special Event application. The Applicant shall remit payment no later than thirty (30) days from receipt of the accounting.
4. Miscellaneous Provisions.
  - a. Waiver. One or more waivers by either party of any provisions, term or condition of this Agreement shall not be construed by either party as a waiver of a subsequent breach of the same by the other party.
  - b. Severability. In the event any provisions of this contract shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.
  - c. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Wisconsin.
  - d. Entire Agreement. This Agreement constitutes the entire Indemnification and Reimbursement Agreement between the parties, and any change, amendment, or modification must be made in writing and executed by both parties.

IN WITNESS HEREOF, the undersigned have read and understand the contract presented here for Special Event indemnification and reimbursement:

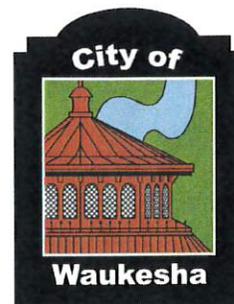
#### Applicant

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

[Print name:] \_\_\_\_\_  
City of Waukesha

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Shawn N. Reilly, Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gina Kozlik, City Clerk/Treasurer



## Appendix G: Tax Exempt Certificate

### WISCONSIN SALES AND USE TAX EXEMPTION CERTIFICATE

Check One  Single Purchase       Continuous

Purchaser's Business Name	Purchaser's Address
---------------------------	---------------------

The above purchaser, whose signature appears on the reverse side of this form, claims exemption from Wisconsin state, county, baseball or football stadium, local exposition, and premier resort sales or use tax on the purchase, lease, license, or rental of tangible personal property, property under s.77.52(1)(b), items under s.77.52(1)(c), goods under s.77.52(1)(d), or taxable services, as indicated by the box(es) checked below.

I hereby certify that I am engaged in the business of selling, leasing, licensing, or renting: \_\_\_\_\_

*(Description of property, items, goods, or services sold by purchaser.)*

General description of property or services purchased (itemize property, items, or goods purchased if "single purchase"): \_\_\_\_\_

Seller's Name	Seller's Address
---------------	------------------

#### REASON FOR EXEMPTION

**Resale** (Enter purchaser's seller's permit or use tax certificate number) \_\_\_\_\_

#### **Manufacturing and Biotechnology**

- Tangible personal property (TPP) or item under s.77.52(1)(b) that is used exclusively and directly by a manufacturer in manufacturing an article of TPP or items or property under s.77.52(1)(b) or (c) that is destined for sale and that becomes an ingredient or component part of the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale or is consumed or destroyed or loses its identity in manufacturing the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale.
- Machines and specific processing equipment and repair parts or replacements thereof, exclusively and directly used by a manufacturer in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) and safety attachments for those machines and equipment.
- The repair, service, alteration, fitting, cleaning, painting, coating, towing, inspection, and maintenance of machines and specific processing equipment, that the above purchaser would be authorized to purchase without sales or use tax, at the time the service is performed. Tools used to repair exempt machines are not exempt.
- Fuel and electricity consumed in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) in this state.  
 Percent of fuel exempt: \_\_\_\_\_ %      Percent of electricity exempt: \_\_\_\_\_ %
- Portion of the amount of fuel converted to steam for purposes of resale. (Percent of fuel exempt \_\_\_\_\_ %)
- Property used exclusively and directly in qualified research, by persons engaged primarily in manufacturing or biotechnology in Wisconsin.

#### **Farming** (To qualify for this exemption, the purchaser must use item(s) exclusively and directly in the business of farming, including dairy farming, agriculture, horticulture, floriculture, silviculture, or custom farming services.)

- Tractors (except lawn and garden tractors), all-terrain vehicles (ATV) and farm machines, including accessories, attachments, and parts, lubricants, nonpowered equipment, and other tangible personal property or items or property under s.77.52(1)(b) or (c) that are used exclusively and directly, or are consumed or lose their identities in the business of farming.
- Feed, seeds for planting, plants, fertilizer, soil conditioners, sprays, pesticides, and fungicides.
- Breeding and other livestock, poultry, and farm work stock.
- Containers for fruits, vegetables, grain, hay, and silage (including containers used to transfer merchandise to customers), and plastic bags, sleeves, and sheeting used to store or cover hay and silage. Baling twine and baling wire.
- Animal waste containers or component parts thereof (may only mark certificate as "Single Purchase").
- Animal bedding, medicine for farm livestock, and milk house supplies.

<b>Federal and Wisconsin Governmental Units</b>	Enter CES No., if applicable												
<input type="checkbox"/> The United States and its unincorporated agencies and instrumentalities and any incorporated agency or instrumentality of the United States wholly owned by the United States or by a corporation wholly owned by the United States. <input type="checkbox"/> Any federally recognized American Indian tribe or band in this state. <input type="checkbox"/> State of Wisconsin or any agency thereof; Local Exposition District, Professional Baseball Park District, or Professional Football Stadium District. <input type="checkbox"/> Wisconsin county, city, village, or town, including public inland lake protection and rehabilitation district, municipal public housing authorities, uptown business improvement districts, local cultural arts district, the Wisconsin Aerospace Authority, the Health Insurance Risk-Sharing Plan Authority, the Wisconsin Quality Home Care Authority, the Fox River Navigational System Authority, and any Regional Transit Authority in Wisconsin. <input type="checkbox"/> Wisconsin public schools, school districts, universities, and technical college districts. <input type="checkbox"/> County-city hospitals or UW Hospitals and Clinics Authority. <input type="checkbox"/> Sewerage commission, metropolitan sewerage district, or a joint local water authority.													
<b>Other</b>													
<input type="checkbox"/> Containers and other packaging, packing, and shipping materials, used to transfer merchandise to customers of the purchaser. <input type="checkbox"/> Trailers and accessories, attachments, parts, supplies, materials, and service for motor trucks, tractors, and trailers which are used exclusively in common or contract carriage under LC or IC No. (if applicable) _____. <input type="checkbox"/> Items or services purchased directly by and used by religious, charitable, educational, scientific, or other organizations holding a Wisconsin Certificate of Exempt Status. CES No. _____. <input type="checkbox"/> Tangible personal property and items, property and goods under s.77.52(1)(b), (c), and (d) to be resold by _____ on my behalf where _____ is registered to collect and remit sales tax to the Department of Revenue on such sales. <input type="checkbox"/> Tangible personal property, property, items and goods under s.77.52(1)(b), (c), and (d), or services purchased by a Native American with enrollment # _____, who is enrolled with and resides on the _____ Reservation, where buyer will take possession of such property, items, goods, or services. <input type="checkbox"/> Tangible personal property and items and property under s.77.52(1)(b) and (c) becoming a component of an industrial or municipal waste treatment facility, including replacement parts, chemicals, and supplies used or consumed in operating the facility. <input type="checkbox"/> Portion of the amount of electricity or natural gas used or consumed in an industrial waste treatment facility. (Percent of electricity or natural gas exempt _____%) <input type="checkbox"/> Electricity, natural gas, fuel oil, propane, coal, steam, corn, and wood (including wood pellets which are 100% wood) used for fuel for residential or farm use.													
<table border="0" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 15%; text-align: center;">% of Electricity Exempt</th> <th style="width: 15%; text-align: center;">% of Natural Gas Exempt</th> <th style="width: 10%; text-align: center;">% of Fuel Exempt</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Residential .....</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> </tr> <tr> <td><input type="checkbox"/> Farm .....</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> <td style="text-align: center;">_____ %</td> </tr> </tbody> </table>		% of Electricity Exempt	% of Natural Gas Exempt	% of Fuel Exempt	<input type="checkbox"/> Residential .....	_____ %	_____ %	_____ %	<input type="checkbox"/> Farm .....	_____ %	_____ %	_____ %	
	% of Electricity Exempt	% of Natural Gas Exempt	% of Fuel Exempt										
<input type="checkbox"/> Residential .....	_____ %	_____ %	_____ %										
<input type="checkbox"/> Farm .....	_____ %	_____ %	_____ %										
Address Delivered: _____													
<input type="checkbox"/> Percent of printed advertising material solely for out-of-state use. _____ % <input type="checkbox"/> Catalogs, and the envelopes in which the catalogs are mailed, that are designed to advertise and promote the sale of merchandise or to advertise the services of individual business firms. <input type="checkbox"/> Property used exclusively and directly in raising animals sold for use in qualified research or manufacturing. <input type="checkbox"/> Other purchases exempted by law. (State items and exemption). _____ _____ _____													

(DETACH AND PRESENT TO SELLER)

*I hereby certify that if the item(s) being purchased are not used in an exempt manner, I will remit use tax on the purchase price at the time of first taxable use. I understand that failure to remit the use tax may result in a future liability that may include tax, interest, and penalty.*

Signature of Purchaser	Print or Type Name	Title	Date
------------------------	--------------------	-------	------

## Appendix H: Certificate of Liability Insurance

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE – SAMPLE**

**DATE:** \_\_\_\_\_

<b>PRODUCER</b> Agency Address City, State, Zip	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b> Sample Address City, State, Zip	<b>INSURERS AFFORDING COVERAGE</b>
	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

WPRF Sample: **Level 2** insurance requirements. Examples of events: River runs, car show, dances, events with alcohol

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> _____ <input type="checkbox"/> _____  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">EACH OCCURRENCE</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td style="border-top: 1px solid black;">FIRE DAMAGE (Any one fire)</td> <td style="text-align: right; border-top: 1px solid black;">\$50,000</td> </tr> <tr> <td style="border-top: 1px solid black;">MED EXP (Any one person)</td> <td style="text-align: right; border-top: 1px solid black;">\$5,000</td> </tr> <tr> <td style="border-top: 1px solid black;">PERSONAL &amp; ADV INJURY</td> <td style="text-align: right; border-top: 1px solid black;">\$1,000,000</td> </tr> <tr> <td style="border-top: 1px solid black;">GENERAL AGGREGATE</td> <td style="text-align: right; border-top: 1px solid black;">\$2,000,000</td> </tr> <tr> <td style="border-top: 1px solid black;">PRODUCTS – COMP/OP AGG</td> <td style="text-align: right; border-top: 1px solid black;">\$2,000,000</td> </tr> </table>	EACH OCCURRENCE	\$1,000,000	FIRE DAMAGE (Any one fire)	\$50,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS – COMP/OP AGG	\$2,000,000
EACH OCCURRENCE	\$1,000,000																
FIRE DAMAGE (Any one fire)	\$50,000																
MED EXP (Any one person)	\$5,000																
PERSONAL & ADV INJURY	\$1,000,000																
GENERAL AGGREGATE	\$2,000,000																
PRODUCTS – COMP/OP AGG	\$2,000,000																
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON – OWNED AUTOS  <input type="checkbox"/> _____ <input type="checkbox"/> _____				<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">COMBINED SINGLE LIMIT (Ea accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td style="border-top: 1px solid black;">BODILY INJURY (Per person)</td> <td style="text-align: right; border-top: 1px solid black;">\$</td> </tr> <tr> <td style="border-top: 1px solid black;">BODILY INJURY (Per accident)</td> <td style="text-align: right; border-top: 1px solid black;">\$</td> </tr> <tr> <td style="border-top: 1px solid black;">PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right; border-top: 1px solid black;">\$</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																
BODILY INJURY (Per person)	\$																
BODILY INJURY (Per accident)	\$																
PROPERTY DAMAGE (Per accident)	\$																
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO  <input type="checkbox"/> _____				<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">AUTO ONLY – (Ea Accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td style="border-top: 1px solid black;">OTHER THAN AUTO ONLY:</td> <td style="text-align: right; border-top: 1px solid black;">\$</td> </tr> <tr> <td style="padding-left: 150px;">EA ACC</td> <td style="text-align: right;">\$</td> </tr> <tr> <td style="padding-left: 150px;">AGG</td> <td style="text-align: right;">\$</td> </tr> </table>	AUTO ONLY – (Ea Accident)	\$	OTHER THAN AUTO ONLY:	\$	EA ACC	\$	AGG	\$				
AUTO ONLY – (Ea Accident)	\$																
OTHER THAN AUTO ONLY:	\$																
EA ACC	\$																
AGG	\$																
	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">EACH OCCURRENCE</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td style="border-top: 1px solid black;">AGGREGATE</td> <td style="text-align: right; border-top: 1px solid black;">\$1,000,000</td> </tr> <tr> <td style="border-top: 1px solid black;"></td> <td style="text-align: right; border-top: 1px solid black;">\$</td> </tr> <tr> <td style="border-top: 1px solid black;"></td> <td style="text-align: right; border-top: 1px solid black;">\$</td> </tr> <tr> <td style="border-top: 1px solid black;"></td> <td style="text-align: right; border-top: 1px solid black;">\$</td> </tr> </table>	EACH OCCURRENCE	\$1,000,000	AGGREGATE	\$1,000,000		\$		\$		\$		
EACH OCCURRENCE	\$1,000,000																
AGGREGATE	\$1,000,000																
	\$																
	\$																
	\$																
	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">X/WC STATUTORY LIMITS / OTHER</td> <td style="text-align: right;">\$</td> </tr> <tr> <td style="border-top: 1px solid black;">E.L. EACH ACCIDENT</td> <td style="text-align: right; border-top: 1px solid black;">\$</td> </tr> <tr> <td style="border-top: 1px solid black;">E.L. DISEASE – EA EMPLOYEE</td> <td style="text-align: right; border-top: 1px solid black;">\$</td> </tr> <tr> <td style="border-top: 1px solid black;">E.L. DISEASE – POLICY LIMIT</td> <td style="text-align: right; border-top: 1px solid black;">\$</td> </tr> </table>	X/WC STATUTORY LIMITS / OTHER	\$	E.L. EACH ACCIDENT	\$	E.L. DISEASE – EA EMPLOYEE	\$	E.L. DISEASE – POLICY LIMIT	\$				
X/WC STATUTORY LIMITS / OTHER	\$																
E.L. EACH ACCIDENT	\$																
E.L. DISEASE – EA EMPLOYEE	\$																
E.L. DISEASE – POLICY LIMIT	\$																
	<b>OTHER</b>																

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 City of Waukesha, its officers, employees and agents are additional insured regarding \_\_\_\_\_ (event) held \_\_\_\_\_ (dates)

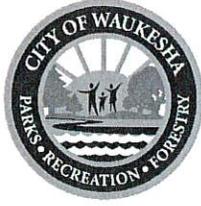
CERTIFICATE HOLDER / ADDITIONAL INSURED; INSURER LETTER \_\_\_\_\_ CANCELLATION

## Appendix I: Other Agencies



# Agencies to Call for Assistance

Agency	Email/Website	Phone	Why to contact
City of Waukesha Parks, Recreation & Forestry Department 1900 Aviation Dr.	<a href="http://www.waukesha-wi.gov">www.waukesha-wi.gov</a>	262-524-3737	Rental availability, Application forms, General questions.
WPRF Facilities Coordinator	mpalmer@waukesha-wi.gov	262-522-2953	Special requests, Concession permit.
City of Waukesha Police		262-524-3831	No parking signs, Safety
City of Waukesha Clerk's Office		262-524-3550	Alcohol license, Street closing.
Waukesha County Department of Environmental Health	<a href="http://www.waukeshacounty.gov">www.waukeshacounty.gov</a>	262-896-8300	Food sales permits, List of guidelines.
City of Waukesha Fire Department		262-524-3648	Codes & requirements
WPRF assistance during event	Weekend on call cell 2 <sup>nd</sup> shift cell	262-993-4543 262-993-5882	
Waukesha County Recycling		262-896-8317	Recycling assistance
Diggers Hotline		800-242-8511	Hotlining
Area Rental		262-547-4141	Tents, chairs, barricades *Pre-approved insurance
Celebrations Party Rental		262-827-1444	Tents, chairs *pre-approved insurance



## **WPRF PAYMENT FORM**

This will insure that payee receives any refunds and/or invoices.

**Fax to: (262) 524-3713**

### **Payee Contact Information (please print):**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work or Cell Phone \_\_\_\_\_  
Email Address \_\_\_\_\_

### **Payment Information (please print):**

Please check one:     Cash     Check     Visa     MasterCard

Payment Amt. \$ \_\_\_\_\_

Credit Card Number \_\_\_\_\_ Exp.Date \_\_\_\_\_ CSC Code \_\_\_\_\_

Authorized Signature \_\_\_\_\_

