

**PARKS, RECREATION, AND  
NATURAL RESOURCES COMMITTEE**

Thursday, January 21, 2016

7:00 P.M.

McFarland Municipal Center  
Conference Room "A"

**AGENDA**

1. Call to order.
2. Public Comments.
3. Review and possible approval of draft Minutes of the Parks, Recreation, and Natural Resources Committee meeting of December 17, 2015.
4. Presentation by Katie Gletty-Syoen regarding the accomplishments and status of the McFarland Community Garden.
5. Review and possible recommendation to Village Board to renew Community Garden agreement.
6. Continue discussion and possible action regarding park utilization policies.
7. Update and discussion on Lewis Park shelter project.
8. Update on agility equipment to the dog park.
9. Public Works Director update.
10. Adjournment.

**NOTES:**

- 1) Persons needing special accommodations should call 838-7287 at least 24 hours prior to the meeting.
- 2) A quorum of The Village Board may attend this meeting for the purpose of gathering information relevant to their responsibilities as Village trustees. No matter shall be considered nor shall any action be taken by said Village Board members at this meeting.
- 3) More specific information about agenda items may be obtained by calling 838-7287.

*This agenda was posted, or caused to be posted, by my hand on the 15<sup>th</sup> day of January, 2016 at the following three (3) posting places in the Village of McFarland, to wit: McFarland Municipal Center, 5915 Milwaukee Street; E.D. Locke Public Library, 5920 Milwaukee Street; and McFarland State Bank, 5990 Hwy. 51.*

  
Tracey Bernan, Clerk/Deputy Treasurer

**Parks, Recreation, and Natural Resources Committee  
Meeting Minutes – DRAFT  
December 17, 2015**

**1. Call to order.**

Chair Kolk called the December 17, 2015 meeting of the Parks, Recreation and Natural Resources Committee to order at 7:00 pm in the Community Room of the McFarland Municipal Center.

Members Present: Chair Dan Kolk, Kate Barrett, Clair Utter, Chuck Rolfsmeyer, Rick Ruecking, Jacob Schkirkie, Greg Smith and Darrel Waldera

Members Absent: John Feldner and Judy Sauer

Staff Present: Allan Coville and Linda Dieckhoff

Others Present: None

**2. Public Comments. None**

**3. Review and possible approval of draft Minutes of the Parks, Recreation, and Natural Resources Committee meeting of November 19, 2015.**

**Motion** by Utter, second by Barrett, to approve the minutes of the November 19, 2015 meeting of the Parks, Recreation and Natural Resources Committee with modifications. Motion carried 8-0 by acclamation.

**4. Continue discussion and possible action regarding park utilization policies.**

Committee reviewed the fee schedule that was later submitted to the Village Board for approval.

**5. Update regarding Indian Mound maintenance and oak wilt problem in Indian Mound Park.**

Coville indicated the ground is not frozen so we are unable to have any work done at this time. The State Historical Society will now allow us to do the work unless the ground is frozen. Coville would like the Village Board to earmark the current funds be carried into 2016. We need to let the contractor know that we are a high priority. We also have two cottonwood trees that need to be removed by McDaniel Park.

Barrett asked if we will be trenching for oak wilt.

6. **Update and discussion on Lewis Park hockey rink.**

Staff had flooded the Lewis Park rinks initially from the lake and now they are currently being maintained from the Village water system. The hockey rink is still leaking water. The open skate rink is not a problem as far as leaking. Due to the warm weather, do we keep flooding the rinks? In the past, we like to have it available during the Christmas break. Usually by mid-February we can't keep good ice. We will continue to try and work with the hockey group to open the outdoor hockey rink.

Rolfsmeyer would like to keep the rinks where they currently are. He would also like the rinks to remain separate.

7. **Update on agility equipment to the dog park.**

This will be placed on next month's agenda. It was asked if the Village could put wood chips on the dog park trails. Coville indicated that this is considered a wetland area and we cannot put wood chips there.

8. **Discussion and recommendation regarding the placement of a new path in Grandview Conservancy.**

Bid specifications are being put together and this Committee will have input.

9. **Public Works Director update.** Placed on file.

Coville indicated that staff has been working on the trimming of terrace trees. EAB has been confirmed in Oregon. We have approximately 50 ash trees left that will be treated in 2016. Barrett asked if this included the parks and conservancies. Wachtel did not survey the conservancies. The street tree inventory that was done by Wachtel is being loaded into our GIS database by Town & Country.

It was asked how we would react if we find EAB in the parks. Coville indicated that we would have to let the DRN know. We would have a localized site where we would probably burn the trees.

Utter feels we go with the recommended fee schedule. The Committee still needs to go through the policies.

10. **Adjournment. Motion** by Rolfsmeyer, second by Utter, to adjourn at the meeting at 9:00 p.m. Motion carried 8-0 by acclamation.

Respectfully Submitted,  
Linda L. Dieckhoff  
Public Works/Utilities Clerk

**LAND USE AGREEMENT BETWEEN  
VILLAGE OF MCFARLAND  
AND  
FRIENDS OF MCFARLAND PARKS**



**1. PARTIES.**

This Land Use Agreement is between the Village of McFarland, hereinafter referred to as "Village", and the Friends of McFarland Parks, Inc., a 501(c)(3) not-for-profit Wisconsin corporation, hereinafter referred to as "Friends."

**2. PURPOSE.**

It is understood between the parties that the Village has leased the land from the McFarland United Church of Christ, hereinafter referred to as "Church." Through this Agreement, the Church is allowing the Friends to use Church land for community gardening purposes.

**3. TERM AND RENEWAL.**

This Agreement shall be for an initial period of three (3) growing seasons covering April 1, 2013 to December 31, 2015, after which the parties agree to meet to evaluate the agreement. Upon mutual consent, the Agreement may be renewed for an additional period of up to five (5) years.

**4. LOCATION AND ZONING.**

The community garden subject to this Agreement shall consist of approximately 1.5 acres of vacant land located west and south of the Church parking lot at 5710 Anthony Street as identified on Exhibit A, the land also known as Tax Parcel No. 0610-022-4594-6. The frontage of the community garden will be along Anthony Street.

The parties recognize that the community garden is designated for "Mixed Residential" land use in the current McFarland Comprehensive Plan and that, if this site were ever to be considered as a permanent location for community gardens, the property owner would have to request that the Village amend the Comprehensive Plan to an appropriate planned land use category. This site is considered an "open space use," a permitted use in the R-3 District under the Village of McFarland zoning ordinances.

**5. ACCESS.**

Service vehicle and pedestrian access to the community garden will be from Anthony Street. The Church parking lot is not to be utilized for parking, access, or deliveries by users of the community garden except that, with prior written permission from the

Church, the parking lot may be used in conjunction with a maximum of two (2) special events per year.

## 6. RESPONSIBILITIES.

a. Village Responsibilities – The Village shall be responsible for:

- (1) Allowing use of the land at no cost under a concurrent lease agreement with the Church.
- (2) Providing \$2,000,000 in General Liability insurance coverage, listing the Friends as a named insured on its policy, and providing a Certificate of Insurance to that effect. The Village agrees to be liable and does hereby indemnify, defend, and hold harmless the Friends against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability changes imposed by law.

Notwithstanding the foregoing, the parties understand that the Village is a governmental entity entitled to governmental immunity under law, including Wis. Stats. § 893.80. Nothing contained herein shall waive the rights and immunities to which each party may be entitled under law, including all of the immunities, limitations and defenses under Wis. Stats. § 893.80, or any subsequent amendments thereof, any federal law, common law or other applicable laws.

- (3) Providing a minimum of one trash container and one recycling container during the growing season for the users of the community garden.
- (4) Offering a start-up loan to the Friends to cover the costs of installing basic garden infrastructure, including irrigation, tilling, kiosk, and signage. The maximum amount of the loan shall not exceed \$2,000 and it shall be repaid, free of interest, in no less than one-third installments by November 30<sup>th</sup> of 2013, 2014, and 2015. The Friends shall sign a loan agreement in favor of the Village which contains these terms and conditions.
- (5) Providing access to water for the community garden, including replacement of the current outdoor water source serving the cemetery, and installation of a metering pit and water meter. The Village shall pay the fixed Water Utility costs.
- (6) Winterizing the irrigation system at the end of the growing season.

b. Friends Responsibilities – Friends shall be responsible for project planning, group development, recruitment, site design (subject to approval by the Village), site

preparation, soil testing, tillage, compost delivery, plot marking and assignment, and enforcement of the usage requirements specified in this Land Use Agreement. In addition, the Friends shall be responsible for overall maintenance of the community garden, providing organizational and educational support and technical assistance on all aspects of the garden, and problem-solving activities should any issues arise, and shall provide a report on the status of the community garden project to the Church by November 30th of each year and provide information upon request throughout the year.

## **7. CONDITIONS OF LAND USE.**

The following conditions shall apply to use of the community garden by the Friends.

### **a. Relationship with Village**

- (1) Friends shall coordinate with the McFarland Parks and Recreation Committee on policy matters and with the Parks Manager on day-to-day operational matters. An annual report shall be provided to the Village and to the Church by November 30<sup>th</sup> of each year on the status of the community garden project and other information shall be provided upon request through the year.
- (2) A point contact person will be identified to represent Friends in all matters related to this Agreement.
- (3) Village representatives shall be allowed access to the community garden at any time as necessary to ensure that the terms of this Agreement are being met.
- (4) Friends shall pay on a bi-monthly basis for metered usage of Village-supplied water to the community garden. All payments shall be made in full no later than November 30<sup>th</sup> of each year.
- (5) An appropriate information kiosk and/or signage shall be installed and maintained by the Friends to provide contact information and to duly recognize the contributions to the project made by the Church and the Village.

### **b. Garden Plot Agreements**

- (1) Each gardener who rents a plot shall be required to sign a plot agreement which clearly sets forth the rules to be followed in use of the plot and the community garden. The content of the plot agreement shall be subject to approval by the Village Board.

- (2) The plot agreement shall contain the following liability waiver: "I understand that neither the Village of McFarland nor the Friends makes any warranties about the fertility, suitability, or fitness of my garden plot and that they are not responsible for my actions. I therefore agree to hold harmless the Village of McFarland and the Friends and their officers, officials, and employees from any liability, damage, loss, or claim that might occur in connection with the use of the community garden by me or any of my guests."
- (3) Preference in the rental of garden plots shall be given for a reasonable period of time each year to residents of the Village of McFarland. The Friends shall not discriminate in any manner in determining who shall be allowed to rent a garden plot.

c. Usage Requirements

- (1) Within reason, access to the community garden should be limited to parties that have signed a garden plot agreement, their guests, and participants in educational tours or community activities.
- (2) Usage should be limited to the hours of 6:00 a.m. -10:00 p.m. Overnight usage of water resources is prohibited.
- (3) Children and guests must be supervised by an adult at all times they are within the community garden.
- (4) Smoking and the use of illegal drugs are prohibited anywhere on the Church property.
- (5) Outside burning of garden waste is prohibited pursuant to Section 26-80 of the Village Code of Ordinances.
- (6) Sales are not permitted on the property unless approved in advance by the Village and the Church for the purpose of raising funds to support the community garden project.
- (7) The planting of illegal or invasive plants is prohibited pursuant to Wis. Admin. Code Chap. NR 40. Wisconsin Invasive Species Rule.
- (8) The general approach to soil care and crop pest control should be "organic" in nature, with the use of products destructive to soil organisms, beneficial plants, insects, animals, or humans being discouraged. The use of non-organic pesticides will not be allowed.
- (9) The property must be monitored and maintained in good order by keeping it:

- clean and free of trash, debris, dead plants, and other vegetative waste, including transporting the provided refuse and recycling containers to the curb for weekly collection;
- free from any obstacles or hazards that might affect the safety of users and guests;
- free of any noises or odors that might diminish the quality of life of neighbors;
- Notwithstanding any Village of McFarland Municipal Code provision to the contrary, parties with a signed garden plot agreement may erect temporary fencing to protect their plot. Such fencing shall be removed at the party's expense at the end of the growing season.

#### **8. IMPROVEMENTS.**

The Village and the Friends shall have the right to construct or otherwise place at their own expense such improvements as are common to community gardens, including: water lines, fencing, raised beds, storage shed, shading, seating areas and perennial plantings. Improvements shall be subject to prior approval of the Church and it shall be the responsibility of the Friends to maintain the improvements in a safe and working condition. Notwithstanding any Village of McFarland Municipal Code provision to the contrary, the Village and the Friends may also construct or otherwise place at their own expense signage and bulletin boards that are common to community gardens. All applicable Village permits and approvals must be obtained prior to installing any signage or structures on the site.

The Village and Friends shall not permit any person or corporation to file or place any lien, claim, or interest of any kind against the community garden for any improvements or other work performed thereon except that the Village may issue violation notices if required. The Friends shall correct such violations within the timeframe noted in the violation correction order. In the event that the Friends do not comply, and notwithstanding any other provision to the contrary, the Village may terminate the water supply and immediately terminate this Agreement.

#### **9. RESTORATION.**

In the event of termination of this Agreement, the Friends agree to remove upon request. All water lines, fencing, and signs and to till and reseed the site returning it to its original condition.

**10. AMENDMENT.**

This Agreement may be amended at any time by the written mutual consent of the agreeing parties.

**11. TERMINATION.**

In the event either party desires to terminate the Land Use Agreement during the initial three (3) year period such termination may only occur between growing seasons. Written notice of the intent to terminate shall be given to the other party no later than January 15 for the subsequent growing season. If the Friends ceases to exist as an organization, the Village may terminate the Lease Agreement with the Church and this Land Use Agreement.

**12. NOTICES.**

All notices to be given under the terms of this Agreement shall be in writing, dated and signed by the person sending the notice to the representative at the designated addresses listed below:

FOR VILLAGE: Village Clerk  
Village of McFarland  
PO Box 110  
McFarland, WI 53558-0110

FOR FRIENDS: Friends of McFarland Parks, Inc.  
6410 Fox Run  
McFarland, WI 53558-9117

Signed this 28<sup>th</sup> day of MARCH, 2013.

**VILLAGE OF MCFARLAND**

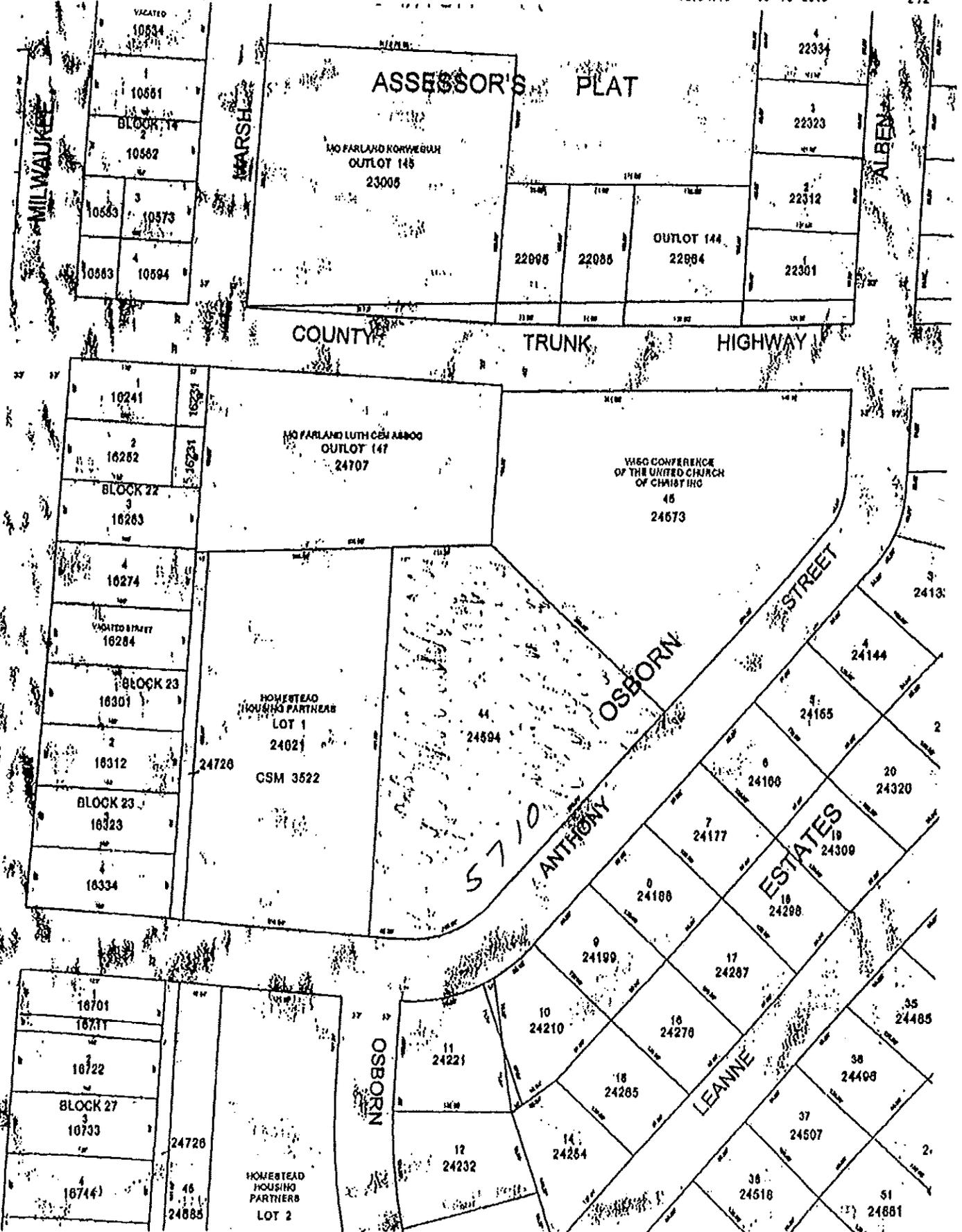
**FRIENDS OF MCFARLAND PARKS, INC.**

By: Brad Czebotar  
Brad Czebotar, Village President

By: Carrie Templeton  
Carrie Templeton, Co-President

Attest: Tracey K. Berman  
Tracey K. Berman  
Clerk/Deputy Treasurer

By: Katie Gletty-Syoen  
Katie Gletty-Syoen, Co-President



**LEASE AGREEMENT BETWEEN  
MCFARLAND UNITED CHURCH OF CHRIST  
AND  
VILLAGE OF MCFARLAND**



**1. PARTIES.**

This is a Lease Agreement between the McFarland United Church of Christ, hereinafter referred to as "Church", and the Village of McFarland, hereinafter referred to as "Village".

**2. PURPOSE.**

It is understood between the parties that the primary purpose of the lease is to allow the land to be used for community gardening while relieving the church from any potential liability and responsibility for maintenance of the area. The Church acknowledges that the intent of the Village is to enter into a land use agreement with the Friends of McFarland Parks, Inc., hereinafter referred to as "Friends", who will manage and oversee the community garden. Because the Friends are a third party beneficiary of this Agreement, the Friends are added as a signatory to this document.

**3. TERM AND RENEWAL.**

This Agreement shall be for an initial period of three (3) growing seasons covering April 1, 2013 to December 31, 2015, after which the parties agree to meet to evaluate the agreement. Upon mutual consent, the Agreement may be renewed for an additional period of up to five (5) years.

**4. LOCATION AND ZONING.**

The community garden site to be leased shall consist of approximately 1.5 acres of vacant land located west and south of the Church parking lot at 5710 Anthony Street as identified on Exhibit A, the land also known as Tax Parcel No. 0610-022-4594-6. The frontage of the garden site will be along Anthony Street.

The parties recognize that the community garden site is designated for "Mixed Residential" land use in the current McFarland Comprehensive Plan and that, if this site were ever to be considered as a permanent location for community gardens, the property owner would have to request that the Village amend the Comprehensive Plan to an appropriate planned land use category. This site is considered an "open space use," a permitted use in the R-3 District under the Village of McFarland zoning ordinances.

**5. ACCESS.**

Service vehicle and pedestrian access to the community garden will be from Anthony Street. The Church parking lot is not to be utilized for parking, access, or deliveries by users of the community garden except that, with prior written permission from the Church, the parking lot may be used in conjunction with a maximum of two (2) special events per year.

**6. RESPONSIBILITIES.**

- a. Church Responsibilities – The Church shall provide land to be used for the community garden and shall mow the common area and pathways adjacent to the community garden. The rental rate shall be \$1.00 per year, payable by the Village.
- b. Village Responsibilities – The Village shall provide access to water and other services to the community garden.
- c. Friends - Responsibilities – The Friends shall be responsible for project planning, group development, recruitment, site design (subject to approval by the Village), site preparation, soil testing, tillage, compost delivery, plot marking and assignment, and enforcement of the usage requirements specified in the Land Use Agreement. In addition, the Friends shall be responsible for overall maintenance of the community garden site, providing organizational and educational support and technical assistance on all aspects of the garden, and problem-solving activities should any issues arise. The Friends shall make a report on the status of the community garden project to the Church by November 30<sup>th</sup> of each year and provide information upon request through the year.

**7. INDEMNIFICATION AND INSURANCE.**

The Village shall be liable to and hereby agrees to indemnify, defend, and hold harmless the Church and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability charges imposed by law upon the Church. The Church is hereby released from liability from any injury or damage incurred by the Village, Friends, or users of the property.

The Village agrees to provide \$2,000,000 in General Liability insurance coverage, to list the Church as a named insured on its policy, and to provide a Certificate of Insurance to that effect.

Notwithstanding the foregoing, the parties understand that the Village is a governmental entity entitled to governmental immunity under law, including Wis.

Stats. § 893.80. Nothing contained herein shall waive the rights and immunities to which each party may be entitled under law, including all of the immunities, limitations and defenses under Wis. Stats. § 893.80, or any subsequent amendments thereof, any federal law, common law or other applicable laws.

#### **8. IMPROVEMENTS.**

The Village and the Friends shall have the right to construct or otherwise place at their own expense such improvements as are common to community gardens, including: water lines, fencing, raised beds, storage shed, shading, seating areas, signage, bulletin boards, and perennial plantings. Improvements shall have the prior approval of the Church and it shall be the responsibility of the Friends to maintain the improvements in a safe and working condition. All applicable Village permits and approvals must be obtained prior to installing any signage or structures on the site. The Friends shall correct such violations within the timeframe noted in the violation correction order. In the event that the Friends do not comply, and notwithstanding any other provision to the contrary, the Village may terminate the water supply and immediately terminate this Agreement.

The Village and the Friends shall not permit any person or corporation to file or place any lien, claim, or interest of any kind against the garden site for any improvements or other work performed thereon except that the Village may issue violation notices if required.

#### **9. RESTORATION.**

In the event of termination of this Agreement, the Friends agree to remove upon request all water lines, fencing, and signs and to till and reseed the site returning it to its original condition.

#### **10. AMENDMENT.**

This Agreement may be amended at any time by the written mutual consent of the agreeing parties.

#### **11. TERMINATION.**

In the event either party desires to terminate the Lease Agreement during the initial three (3) year period such termination may only occur between growing seasons. Written notice of the intent to terminate shall be given to the other party no later than January 15 for the subsequent growing season. If the Friends ceases to exist as an organization, the Village may terminate this Lease Agreement with the Church and the Land Use Agreement with the Friends.

12. NOTICES.

All notices to be given under the terms of this Agreement shall be in writing, dated and signed by the person sending the notice to the representative at the designated addresses listed below:

FOR CHURCH: McFarland United Church of Christ  
5710 Anthony Street  
McFarland, WI 53558

FOR VILLAGE: Village Clerk  
Village of McFarland  
PO Box 110  
McFarland, WI 53558-0110

FOR FRIENDS: Friends of McFarland Parks, Inc.  
6410 Fox Run  
McFarland, WI 53558-9117

Signed this 28<sup>th</sup> day of MARCH, 2013.

MCFARLAND UNITED CHURCH  
OF CHRIST

By: [Signature]

Attest: [Signature]

VILLAGE OF MCFARLAND

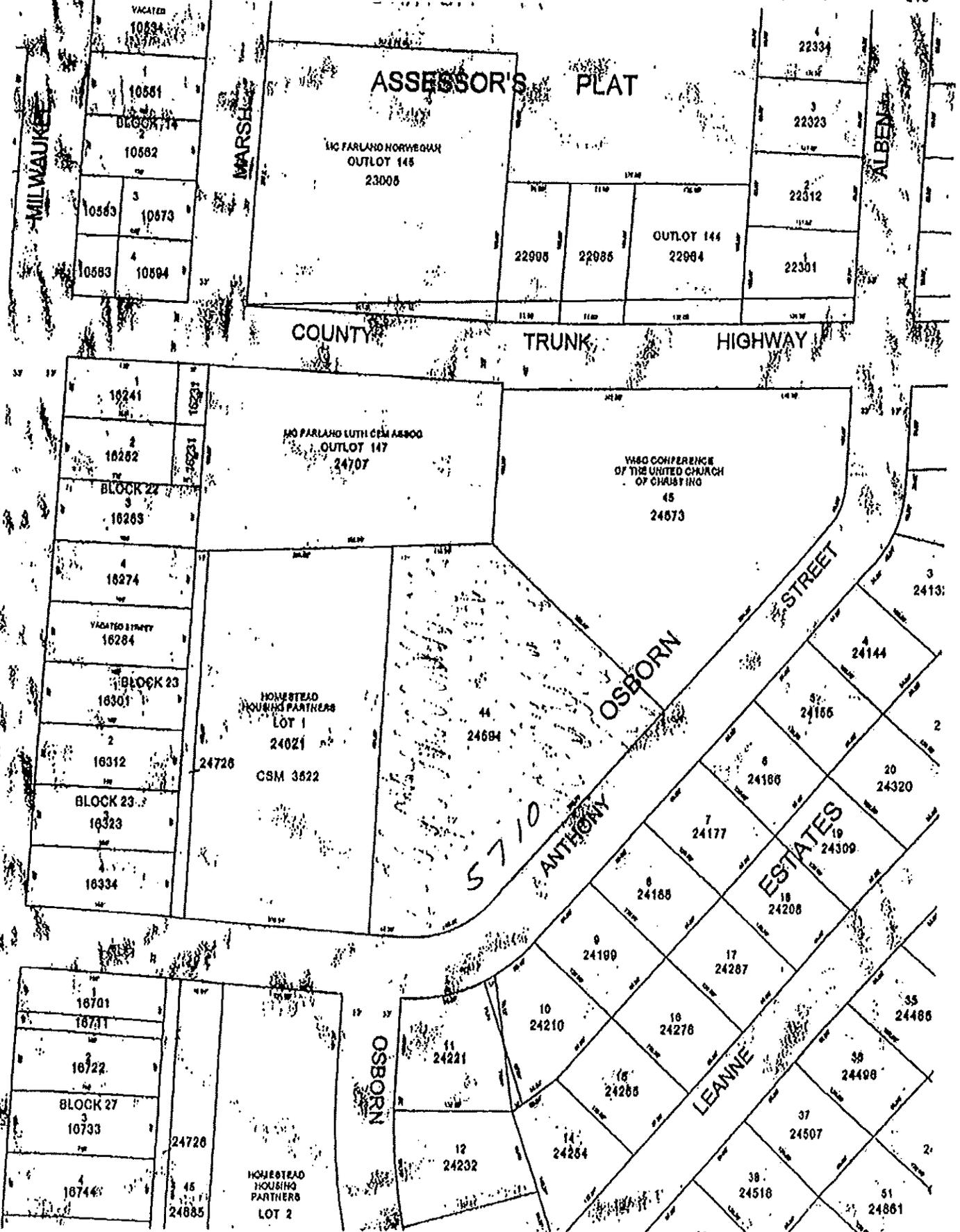
By: [Signature]  
Brad Czebotar, Village President

Attest: [Signature]  
Tracey K. Berman  
Clerk/Deputy Treasurer

FRIENDS OF MCFARLAND PARKS, INC.

By: [Signature]  
Carrie Templeton, Co-President

By: [Signature] 3/21/13  
Katie Gletty-Syoen, Co-President



**DRAFT**  
**POLICY FOR USAGE OF MCFARLAND**  
**PARKS AND RECREATIONAL FACILITIES**

**1. Statement of Purpose**

McFarland parks and recreational facilities are provided primarily for the use and enjoyment of Village residents and those who pay property taxes to the Village of McFarland.

**2. Organizational Responsibilities**

The Village of McFarland Public Works Department has basic responsibility for the maintenance and management of Village parks and facilities. Requests for parks utilization are managed by this department. Special requests and requests outside the standard scope of usage will be reviewed and approved by the Parks, Recreation, and Natural Resources Committee.

**3. Authorized Users**

- a. (1) Any organized leagues requesting to use parks and recreational facilities on a season-long basis must be approved by the McFarland Parks , Recreation, and Natural Resources Committee as an authorized user. Once an organized league is designated as an authorized user, the designation shall extend indefinitely until some change of status would prompt the Parks and Recreation Committee to review the matter.
- (2) Organized leagues are expected to support the utilization of Village facilities with payment of appropriate fees or work-in-kind and/or material support. All work is to be performed with the prior knowledge, approval and oversight of the Village Public Works Department.
- b. The Committee shall utilize the following criteria in determining which organized leagues will be authorized to use McFarland facilities:
  - (1) The residency of the requesting league, based on the business location of the organization rather than the residency distribution of individual team members.
  - (2) The number of teams represented by the organized league and the extent of their scheduling needs.
  - (3) The effect the league usage will have on Village facilities and whether or not the usage may unduly degrade the condition of the facility or overtax the maintenance capabilities/budget of the Village.

- (4) The intended use of the facility, why a particular facility is needed or desired for league use, and what other facility options are available to the league.
- (5) If the activity is organized or sanctioned by the McFarland School District.

**4. Scheduling of Usage of Parks and Recreational Facilities (Park Usage Permit Required)**

- a. The Department of Public Works is assigned the responsibility of master scheduling the use of all Village parks and recreational facilities. All requests to reserve parks and recreational facilities (except for Special Events) must be approved by the Department of Public Works. All facilities will be rented on a first come, first serve basis with reservations being accepted beginning on January 16 of each year.
- b. All Village parks and recreational facilities with restrooms, covered shelters, and/or specially equipped athletic fields or courts may be reserved by the public. The restrooms shall be available for general use by the public rather than the exclusive use of the reserving group. A shelter reservation entitles exclusive use of the shelter, but not the park and restrooms.
- c. Organized leagues that are authorized users will be permitted to reserve in advance the blocks of time that are necessary to accommodate the scheduling of league play throughout the season.
  - (1) To ensure that no scheduling conflicts will occur through the year, all league organizations that desire to reserve playing times must submit to the Department of Public Works by January 15 of each year a projected schedule identifying the blocks of dates and times that specific parks or recreational facilities are proposed to be used. On January 16, reservations are opened to the public.
  - (2) If necessary, the Parks, Recreation, and Natural Resources Committee may require representatives from the league organizations to appear at a meeting to discuss their field usage and scheduling needs. In the event that scheduling conflicts or disputes should arise, the Parks and Recreation Committee will determine the allocation of playing time to each league organization.
  - (3) To facilitate the maintenance of parks and recreational facilities, the league organizations must provide to the Department of Public Works, prior to the start of the playing season, a detailed schedule of the dates and times that the facilities are to be used.

- (4) The detailed scheduling by the Village of recreational facility usage during league seasons may be delegated to the recognized league organizations, subject to the following conditions:
  - (a) All organized leagues that are based in McFarland, or other groups authorized to use the facility, will be scheduled in a fair and unbiased manner.
  - (b) Advance scheduling priority of specific days or times during the league season will be permitted, provided that sufficient non-scheduled blocks of time are made available for competing leagues to use at reasonably convenient times.
  - (c) If the detailed scheduling has not been delegated to a league organization, the Department of Public Works will schedule the usage.
- d. The rescheduling of field usage due to inclement weather or field unavailability shall be done by the league organization that has been assigned the responsibility of doing the detailed scheduling. Make-up dates/times may not be reserved in advance if they fall outside the original block of dates and times assigned to the league. The rescheduling of events shall be done by the league organization in an unbiased manner that provides fair access to all authorized users.
- e. All authorized users will be able to use non-scheduled time slots on a first come, first serve basis.
- f. The Village may make certain dates and times unavailable for use by organized leagues. When necessary, the Village may also preempt scheduled events with reasonable notice to the scheduling organization.
- g. During unreserved periods, Village parks and recreational facilities are available to the general public on a first come, first serve basis. To make the reservation final, the security deposit, user fee and appropriate paper work must be submitted and approved so the field or facility can be reserved. A tournament is considered a Special Event beyond the scope of scheduled organized league play. A Special Event permit request must be submitted and approved and those specific fees will be assessed.
- h. Special Events (See Special Events Policy).

## **5. Capital Improvements and Equipment**

- a. Facilities may not be constructed or modified in a Village park by any organization without the prior approval of the Village and a written

agreement specifying the purpose and duration of the intended use, liability, insurance coverage, maintenance responsibilities, and other details.

- b. Any league organization that is proposing an improvement to a recreational facility or requesting a change in maintenance practices shall appear before the Parks, Recreation, and Natural Resources Committee to explain the need.

Any equipment that is placed in a Village park or recreational facility by an organization must be left in playable condition if it is not removed between scheduled events. *EXAMPLE – soccer goals that are left in playing position may not be secured in such a manner as to prohibit their use by others.* The Village shall not be responsible for any normal wear and tear or damage that might occur to said equipment. Privately owned equipment that is removed from the park playing area between scheduled events may be kept private and does not need to be made available to other users. *EXAMPLE – bases, field markers, balls, bocce balls, soccer goals and other such portable equipment.*

- (1) Organized groups are not prohibited from working out cooperative financial agreements among themselves for sharing the acquisition, maintenance, and replacement costs of the equipment. The Village shall be provided a copy of any such agreements that exist but will not get involved in the enforcement of private agreements between parties.
- (2) Failure to have cooperative sharing agreements in place shall not prohibit other organized groups from using equipment that is left in place between events.

## 6. Fee Structure

- a. The fee structure for reserved rental of park shelters shall be determined by the Village Board. The Village Board shall determine fee structure for reserved rental of specific parks and recreational facilities.
- b. The fee structure may be fully or partially waived by the Village Administrator on a case by case basis based on the following factors:
  - (1) Whether the user organization has made previous or current financial or in-kind contributions to improve Village parks or recreational facilities.

- (2) The residency of the group requesting the waiver, based on the business location of the organization rather than the residency distribution of individual team members.
  - (3) Whether the requesting group provides ongoing field maintenance services or other activities that are of benefit to other users or to Village residents at large.
  - (4) The nature and cost of services that the Village must provide to support the requested use.
  - (5) Whether the event is of general community interest.
  - (6) Whether the activity benefits the community at large by promoting positive societal values or behaviors.
  - (7) If other agreements are in place that address fee structure.
- c. All events or programs that are organized or sanctioned by the McFarland School District shall be exempt from fees.
  - d. User fee and security deposit is to be paid within 14 days of making the reservation.
  - e. A refund less a \$25 administrative processing fee will be made for cancellations less than thirty (30) days prior to the event. Reservations cancelled less than thirty (30) days prior to the event only get the security deposit returned.
  - f. No refunds will be made due to inclement weather or other circumstances.
  - g. For late rental reservations, fees are to be paid within 48 hours of the event. Cleaning preparation may not be available for reservations less than 24 hours notice.
  - h. If there are damages to the park in excess of the security deposit, the security deposit will not be returned and the excess cost of repair shall be the responsibility of the renter.

**7. Fee Schedule (See Village Board Fee Schedule)**

- a. The fee schedule shall be determined by the Village Board.

**8. Prohibited activities**

- a. No firearms or weapons are permitted in any Village owned park. Violators are considered trespassers and subject to forfeiture or arrest.
- b. Driving or parking motorized vehicles on the grass is prohibited.
- c. Fireworks of any kind.
- d. Open fires.
- e. Off-leash animals, except where designated.
- f. Amplified music needs prior approval.

Revised November 17, 2015

## **DRAFT**

### **Village of McFarland**

### **Policy for Special Events In Parks**

The Village of McFarland Parks are an extensive operation with a variety of parks and park users. The primary mission of the Parks Department is to provide citizens and visitors with open space and facilities for recreation and relaxation. However, special events may be allowed through the permitting process detailed here. Park event permits are intended to regulate and control the use of Village parks so that the safety and general welfare of the public and our parks can be protected and maintained.

#### **What makes a park use request a special event?**

Here are a few examples of when a park use request may be considered a special event:

- A large number of participants are expected.
- The event will be promoted to the general public.
- Admission will be charged.
- A park not normally used for events, such as a neighborhood park or beach, has been requested.
- Beer will be sold.
- The purpose of the event is to raise money, whether for a non-profit/charity or as a commercial venture.
- The event will use extensive space in a park.

If you are not sure whether your event qualifies as a special event, contact the Public Works Department at (608) 838-7287.

#### **If your event requires a Park Event Permit:**

##### **STEP 1: Planning Your Event.**

If the application is for a new event, approval by the Parks, Recreation and Natural Resources Committee (PRNR) and/or the Village Board may be required. In completing your application, please include the requested one page narrative. The application will be reviewed by Parks staff and, if necessary, presented to the PRNR Committee. Applications must be submitted at least two months (60 days) prior to the event to be considered.

#### **Returning Community Events**

Approval from the PRNR Committee may also be required if the plans for a returning event differ significantly from previous years' events. Examples of changes that may require Committee approval are: expansion of venue, gated admission, selling beer, additional stages, significantly increased attendance, etc. These applications must also

be submitted at least two months (60 days) in advance of the event. If your event has no significant changes, the application must be submitted at least two months (60 days) prior to the event.

### **Important Considerations**

Review the Fee Schedule to estimate the costs for your event (this fee information is only to help you with budgeting). Actual fees will be determined by the Parks Department.

If your event requires a Certificate of Insurance, this document must be received by the Village of McFarland Parks Department 30 days prior to the event.

Contact the Public Works Department at (608) 838-7287 if you have any questions.

### **STEP 2: Application Requirements**

The following information/documents are required of every event applying for a Special Event Permit. Be sure and provide the information and complete the forms as they pertain to your event:

- Park Event Schedule
- Park Event Site Map
- Emergency Action Plan
- Park Event Clean-Up and Recycling Plan
- Park Event Permit Application

### **STEP 3: Complete a Park Event Schedule**

- The schedule begins when event set-up starts and ends when clean-up of the event area is complete, all equipment is removed and the park is available for regular use.
- The schedule should encompass all activities planned for the event, such as:
  - Vending: When will vendors set-up, hours of operation, tear-down, leave park
  - Music/Performances: Stage set-up, performance schedule, tear-down
  - Displays, Exhibits, Demonstrations: Set-up, open hours, tear-down, leave park
  - Run/Walk/Parade, etc.: When does staging start, start time(s), end time(s)

### **STEP 4: Complete a Park Event Site Map**

To ensure proper review of the event please attach a Park Event Site Map and a route plan (if applicable).

- Site plans should include, but are not limited to, the following: location of tents, stages, fencing, vendors, portable toilets, beer gardens, dumpsters, placement of

vehicles, exit location for outdoor events that are fenced, clear signage, accessible paths for wheelchairs as well as ample disabled parking, and any other related event components not listed above.

➤ The site plan should also include areas within the requested park that will be used for the event including parking lots, shelters, ball diamonds, soccer fields, ped/bike paths, tennis courts, volleyball courts and any other specific park features that are included in the plans for the event.

➤ A detailed route map should also be provided if the event includes a run, walk, parade or other moving activity. A helpful online resource for route mapping is Map My Run.

➤ If the event includes a run/walk component, the approval of the Parks Department for the use of the park does not imply approval of the proposed route. Routes need to be approved with a Parade Permit.

#### **STEP 5: Safety and Security Plan**

➤ The plan should include, but is not limited to, the hiring of private security companies and licensed professional emergency medical services; plans for crowd control; alcohol containment; securing valuables and protecting event participants

➤ Village of McFarland Police and Fire Departments may make additional recommendations after review of the plan.

#### **STEP 6: Clean-Up and Recycling Plan**

➤ Each organization is responsible for clean-up of the event area. In accordance with Park policies, a clean-up deposit may be required.

➤ Include plans for collection and disposal of materials during and after event - number and location of garbage/recycling containers and dumpsters; number/schedule of volunteers/staff assigned to collection and clean-up.

➤ Please provide the name and contact information of the collection agency providing equipment and service for the event.

➤ Any group that leaves an area in a condition that requires special clean-up by Village crews will be charged the full cost of clean-up.

➤ If you need assistance with your clean-up and recycling plan, please contact the Village of McFarland at (608) 838-7287.

#### **STEP 7: Insurance for your Event**

➤ Most events will require insurance.

➤ Parks and the Village Administration Staff make the determination as to whether a Certificate of Insurance is required for an event or activity.

- The determination is based on the risk level of an event which is determined by such things as the size and nature of the event, activities planned for the event, the anticipated attendance, potential for injury, beer/alcohol, and other considerations.
- If a Certificate of Insurance is required, the event organizer will submit a general liability insurance policy certificate in the amount of \$1,000,000 naming the Village of McFarland as Additional Insured. Special Event Permits will not be approved without this proof of insurance.
- The Village of McFarland Public Works Department must receive this certificate 30 days prior to the event date. This official certificate may be submitted electronically, mailed or faxed.

**Indemnification Clause for Permits**

The applicant for a Special Event Permit shall agree to indemnify, defend, and hold the Village and its employees and agents harmless against all claims, liability, loss, damage, or expense incurred by the Village on account of any injury to or death of any person or any damage to property caused by or resulting from the activities for which the permit is issued. The organization or person to which a permit is issued will be responsible for the conduct of the event, the condition of the permitted area, and actual fees for services provided. Falsification of information on the application will result in forfeiture of up to \$200 per falsified item.

**STEP 8: Events with Amplification**

- Public amplification is not allowed in Village Parks except by permission from the Parks Department, PRNR Committee or Village Board. Permission for amplification does not exempt a group from obeying Ordinance restrictions on the volume of sound. Please be considerate of park neighbors and other park users. Please be sure to include detailed information about any plans you have for amplified sound.
- The Police Department is authorized to require the discontinuance of any such system or equipment operating outside the prescribed hours or location.

**STEP 9: Vendors at your Event**

- Special Event Vending Permits are required for anyone who sells anything in a Village Park. If vendors will be selling food, beverages, services and/or merchandise at your event, a Park Event Vending Permit is required. The fee for this license is dependent on the number of vendors at your event.

**Food Vendors**

- If a vendor is selling food, the Village of McFarland also requires a Temporary Food Establishment Permit which is available from the Dane County Public Health Department. They can provide more information on this permit and their requirements for the safe handling of food.

## Insurance

➤ All vendors must supply a certificate of insurance for product and premises insurance in the amount of \$1,000,000 in the aggregate naming the Village of McFarland as Additional Insured.

## Permit Type

➤ Vendor Fee Required (see fee schedule)

\* The Event Organizer's insurance must cover all vendors.

## STEP 10: Temporary Structures

➤ A temporary structure is a tent (larger than a 10' x 10' pop up), staging, trailers, inflatables, and dunk tanks. Because of the increasing frequency of underground utilities and the danger to the public and to property from damaging them, the Parks Department **MUST** be involved when anyone wishes to install any temporary structure that penetrates the ground in a public park. In addition, Wisconsin Statute 182.0175 requires anyone who is responsible for the planning and performance of any type of ground penetration and excavation to provide advance notice to Diggers Hotline.

➤ A permit is required for the placement of any of these temporary structures. However, you are only required to contact Diggers Hotline if the ground will be penetrated by stakes, tools, or equipment. No permit is required for the placement of chemical toilets, volleyball nets, or pop-up tents that are 10' x 10' or smaller. **ALSO, NO PERMIT IS REQUIRED TO HAVE A SMALL INFLATABLE AS LONG AS IT IS NO BIGGER THAN 15' x 15' AND IS NOT ANCHORED BY STAKES.**

➤ Diggers Hotline is a statewide one-call notification system which provides advance notice to public utilities of intended excavation which may impact underground and overhead utility service.

➤ Prior to installation of structures which involve putting stakes in the ground in public parkland, the following steps must be taken:

- Temporary Structure Permit Application

➤ Diggers Hotline, 1-800-242-8511

➤ Call Diggers Hotline no earlier than 10 days before your event, and no later than 5 working days prior to the event. You **MUST** meet this timeline. There are no exceptions. They will ask for an address—please also tell them specifically that this is a park and give them the name of the park.

➤ Diggers Hotline will assign you a Ticket Number for each area that will be excavated. You must furnish this number to the Parks Department at least 5 days prior to your event. You may fax or call us. Be sure to give us your name, the park site, and the date that the tent will be installed.

## **STEP 11: Beer/Wine Sales at your Event**

The Event Organizer must:

1. Obtain an application from the Village Administration Department
2. Fill out the application and review with the Village Police Department
3. Obtain final approval from the Village Board:

➤ Each sponsoring organization shall have its beer garden area specifically delineated by a fence for selling, serving and consumption of beer. The fence shall completely enclose the area except for space for ingress and egress. An adult member of the sponsoring organization or a security guard will check the identification of all persons entering the beer garden area.

➤ The enclosing fence shall be two four-foot-high fences placed at least seventy-two (72) inches apart. The fence shall be snow fencing or an equally impenetrable material.

➤ One or more security guards shall be on duty at all times during the operation of the event area to prevent entry of minors or intoxicated people into the area and to prevent beer from being carried out or passed out of the area. The Police Department is authorized to require additional security based on past experience or special concerns about the event.

➤ The organization shall prevent patrons from obstructing sidewalks and roadways adjacent to its area.

### **NO GLASS CONTAINERS ALLOWED IN THE PARK!**

➤ Each organization shall provide a reasonable number of signs indicating that drinking alcoholic beverages is prohibited on Village streets and public ways, and that Village Ordinances prohibit carrying out open containers containing alcohol from designated areas.

➤ No person under the age of twenty-one shall participate in serving or delivering beer to patrons.



---

**McFarland Parks Department  
Monthly Report**

December, 2015

The following are items that have been accomplished in the parks over the last month:

McDaniel Park:

- The bathrooms are closed and winterized for the season.
- Two large cotton wood trees were removed. The trees were located close to the adjoining residence and were removed for safety reasons.
- We received tentative verbal notice from Dane County that in 2016, the Village will be receiving around \$64,000 to install the Village's portion of the Lower Yahara River Trail path which connects McDaniel Park to Siggelkow Road. Dane County has been working in the far north end of the park grubbing trees and shrubs. The Village will be going out for bids in February of 2016 with the intention of building the Village's portion of the path this summer.

Brandt Park:

- The bathrooms are closed and winterized for the season.
- The Village will be going out for bids to replace the water main and re-construct Siggelkow Road between the railroad tracks and Terminal Drive. The goal is to have the project completed prior to softball season starting.

Arnold Larson Park:

- The park was winterized for the season.

Street Trees:

- With the mild weather we have been trimming various terrace trees through out the Village. This work is weather dependent.
- The Village will again be going out for bids to plant additional terrace trees. This will help off set the amount of ash trees removed due to emerald ash borer.

**PUBLIC WORKS DEPARTMENT • (608)838-7287 • FAX (608)838-6823**

---

5115 Terminal Drive • P.O. Box 110 • McFarland, WI 53558-0110

Lewis Park:

- Installed a dog deposit container along the path running through the park.
- Volunteers installed the stakes which support the hockey boards in preparation for the ice skating season.
- The crew has finally been able to groom the ice at Lewis Park. Volunteers have been lined up to install the hockey boards.

Conservancies:

- Pulled and piled brush in front of the wooded area of Marsh Woods Conservancy with the intentions of burning the brush pile. Weather dependent, the pile will be burnt in the next few weeks.

William McFarland Park:

- The bathrooms were closed and winterized for the season.

Community Garden:

- Winterized all water lines running to the park.

Ecological Park:

- Veridian paved the path through the park from the north end of the property to the south end of the property.
- Veridian cut and paved the path that extends from the water tower to the interior road way system.
- The Bruce Company planted numerous trees and bushes through out the park.

Dog Park:

- The Public Works Crew continue to monitor the dog park as freeze thaw cycles tend to move the gate and fence posts.