
City of Fennimore

Facility Use Policy for Oakwood Community Park

Effective Date: April 22, 2019 (any previously signed use agreements are null-and-void, contact the City Clerk's Office for a new agreement)

Approval: Fennimore Common Council

Purpose: This policy is intended to regulate the use of the athletic fields, concession stands, City-owned equipment, and City-owned property located in Oakwood Community Park.

The City of Fennimore offers the use of the Oakwood Community Park athletic fields and nearby concession stands under signed agreement by individuals, groups, and entities. Reservations will be accepted a maximum of 18 months prior to the event and are taken on a first-come, first-served basis with the following list of priority being implemented:

- 1) City of Fennimore
- 2) Fennimore Community Schools for a school sponsored event
- 3) Southwest Wisconsin Technical College for a school sponsored event
- 4) not for profit organizations
- 5) for profit organization
- 6) individuals

Any individual, group, or entity wishing to conduct an event that is open to the public at Oakwood Community Park must complete and submit the "Oakwood Community Park Use Agreement" to the City of Fennimore Clerk's Office no less than 21 days prior to the event, unless extenuating circumstances present themselves, such as make-up dates due to weather. Under extenuating circumstances, written approval by the DPW, Street Department Superintendent, or Mayor shall be acceptable. (The DPW, Street Department Superintendent, or Mayor do not have the authority to set rental fees.)

The exact date and approximate hours must be submitted with the signed "Oakwood Community Park Use Agreement".

The Agreement is available at www.fennimore.com or may be picked up at the City Clerk's Office.

Related to courtesy and property:

Oakwood Community Park is used by many individuals, groups, leagues, and entities throughout the year. Upon conclusion of an event, the individual signing the agreement is responsible for the cleaning of equipment used and the general grounds, including buildings in the area of the event. This includes but is not limited to:

- 1) Cleaning of cooking utensils, cook wear, silverware, countertops, tables, floors, etc.
- 2) Removal of any leftover items sold or used during the event, unless provisions are made with the next individual or organization using the park.
- 3) The tidy, orderly placement of items used during an event that are to remain on the premises. For example, if a cooking/warming device is used, it is to be cleaned, dried, and put away.

- 4) Trash is to be bagged and placed into the dumpster. If a dumpster is not provided, the bags are to be set in an orderly fashion adjacent to a concession stand easily visible from the roadway.

The Park and its facilities will be left in a manner that is, at least, as clean as prior to the event. Event clean-up must be completed within a maximum of 24 hours upon the conclusion of the event. Failure to do so could result in the signer of the agreement being personally responsible for clean-up costs and clean-up fee. The clean-up fee will be one-hundred dollars (\$100) and is in addition to the actual costs of clean-up and/or cost of replacement or repair to damaged facilities or equipment., payable to the City of Fennimore. The clean-up fee and actual clean-up or damage costs will be payable within 15 days after the date of the event. In the event the fee and costs are not paid, a small claims action may be commenced against the signer of the agreement and the signer and any related organization will be prohibited from renting or reserving the use of any City property until such fee and costs are paid.

The City of Fennimore owns the grounds, buildings and permanent appurtenances. All other components, such as refrigerators, coolers, cooking utensils and diamond equipment are private property of various organizations. Use of this property and equipment is a privilege, not a right. Treat all with care and respect.

Related to Alcohol on the premises:

The consumption of alcohol is permitted at Oakwood Community Park.

The individual signing the use agreement must inform the City of Fennimore of plans to serve or sell alcohol.

If alcohol is to be served (and NOT sold) for events other than weddings or reunions, licensed bartenders must serve those beverages. A copy of the Wisconsin license must be presented along with a picture identification upon application. The following types of beverages may be served:

- 1) beer (pre-packaged or draft)
- 2) pre-packaged cooler that meet standards for grocery store sales
- 3) wines and champagnes

If alcohol is to be sold, a permit to do so must be obtained from the City of Fennimore 60 days prior to the event.

The individual signing the use agreement assumes full responsibility for enforcing all state alcoholic beverage consumption laws.

For the sale of alcohol, the individual signing the use agreement is responsible for obtaining appropriate liquor liability insurance coverage and providing proof of coverage to the City of Fennimore.

Council Approval: 04/22/2019