

**MEMORANDUM OF UNDERSTANDING:**  
AGREEMENT REGARDING BOTH THE USE AND RESPONSIBILITIES  
OF THE VETERANS MEMORIAL PARK  
VILLAGE OF DENMARK, WISCONSIN

WHEREAS, the Village of Denmark, WI (hereinafter referred to as "Village") owns a total of nineteen (19) acres of land on Parcels VD 65-7-1, VD 65-4, VD 5-9 and VD 4-6 and the Denmark War Memorial, Inc. (hereinafter referred to as "Veterans") owns eleven and one-tenth (11.10) acres of land located completely within the Village of Denmark on Parcel VD 65-4-1; and

WHEREAS, the above parcels are used together as a park which is hereby called the Veterans Memorial Park of Denmark, Wisconsin; and,

WHEREAS, both the Village-owned land and the Veterans-owned land is used in conjunction for open space, green areas, a basketball court, an ice building utilized for both skating and a skateboard area with fencing and ramps, a tennis court with surrounding fence, playground equipment, a shelter building, baseball diamonds, a wading pool with a mechanical shed and fencing, concession stands with restrooms, a tractor/horse pull track area with an announcer's stand, a Veterans shelter building, a Boy Scout building, walking trails, internal roads and parking areas, infrastructure serving both the buildings and the property (including sewer, water and storm water lines), a sledding hill and lighting equipment located in various locations throughout; and,

WHEREAS, the past several years there has been an understanding between both the Village and the Veterans regarding the use, improvement and on-going maintenance of the park; and,

WHEREAS, the Village has installed a number of improvements on this park property well in excess of \$125,000.00; and,

WHEREAS, an addition (approximately 16' x 32') is currently underway to the Veterans Shelter building which is located on property owned by the Veterans which is to be used by Community Cupboard, Inc. along with an 8' x 14' closet, for the collection and distribution of both food and pantry items at various times during the week. An agreement shall exist solely between the Veterans and the Community Cupboard as to insurance payable by the Community Cupboard with the Veterans as the named insured; and,

WHEREAS, said building will be maintained and used by the Veterans for other community/Veteran purposes; and,

WHEREAS, the Village and the Veterans would prefer to continue both the realistic relationship and understanding that has evolved over the past years in regard to the construction, maintenance and use of said park as well as all of the facilities, etc. built thereon.

NOW, THEREFORE, IT IS HEREBY AGREED TO by the undersigned as follows regarding the use, maintenance, improvements, responsibilities and control of all of these various aspects of the park.

1. OPEN SPACE/GREEN AREAS: The Village is responsible for mowing the lawn, keeping the trees pruned, planting where and when necessary of new trees and the removal of dead/dying trees. The Village shall also mow those areas along the tractor/horse pull track, the hillside, around the baseball diamonds, the area around the red Veterans sign located across from the Post Office (this includes maintaining the shrubs and plants in this area), around the pond area behind Ridge Park Court, that area behind Stevens Court and around the playground area. The Veterans shall pay for the lighting of the flag pole visible from Wisconsin Avenue. The underground wiring for the flag pole light is connected back to the shelter building which electric bill shall be paid by the

Veterans.

2. **BASKETBALL COURT AND LIGHTS:** The Village is responsible for the installation and maintenance of the basketball courts and the expense for the lighting thereof. The basketball courts are located on Village property. The Village maintains both liability and property damage insurance on the basketball court.
3. **VETERANS SHELTER BUILDING:** The shelter building is located on Veterans property and was constructed by the Veterans. The Veterans may rent the building for various events and retain all revenues from such rentals. The Veterans are responsible for the paying of electricity and gas services. The Village will be responsible for the mowing of grass, snow removal, water service and the removal of trash/garbage left by renters. The Veterans are responsible for their own insurance (liability and property damage) and must hold the Village harmless.
4. **ICE SKATING RINK/SKATEBOARD AREA:** The Village constructed the ice skating rink in 2002 as well as being responsible for funding the surrounding fence and ramps. The Village shall flood the rink for winter skating and keep snow off the ice surface during the winter months. The Village shall maintain liability and property damage insurance on the ice skating rink and skateboard area.
5. **TENNIS COURTS:** The Village paid to have the tennis courts constructed and funded the fencing. The tennis courts are located upon Veterans property and the Village does not pay rent for the tennis courts. The Village shall maintain, sweep and reseal the tennis courts at Village expense. The Village shall maintain liability and property damage insurance on the tennis courts.
6. **PLAYGROUND EQUIPMENT:** The Village purchased the current playground equipment through a Department of Natural Resources (DNR) grant. The playground area is on Veterans property and the Village does not pay rent for it. The Village provides the wood chips for placement around the equipment. The Village paid for the sandblasting of older playground equipment as well as the repainting of equipment and shall keep it in good repair. The Village shall maintain liability and property damage insurance on the playground equipment.
7. **SHELTER BUILDING ON VILLAGE PROPERTY:** The shelter building is maintained by the Village as well as the picnic tables. The Village pays for both the electric service and lights in this area.
8. **UPPER BASEBALL DIAMOND:** The Upper Baseball diamond is located on Village property. The Village maintains the diamond and prepares it for use by area baseball teams. This maintenance includes lining, grooming, watering the in-field and other general maintenance (fence, score board, cutting in-field grass, installing back stop tarp, etc.). The Village shall maintain liability and property damage insurance on the upper baseball diamond.
9. **LOWER BASEBALL DIAMOND AND CONCESSION STAND:** The Lower Baseball diamond is located one-half (1/2) on Veterans property and one-half (1/2) on Village property. The Village maintains the diamond and prepares it for use by area baseball teams. The concession stand is available to leagues and is cleaned by either the leagues or the Village. The Village maintains liability and property damage insurance on the lower baseball diamond.
10. **WADING POOL AND MECHANICAL SHED:** The Village constructed the wading pool in 1996 on Veterans property. The Village retains all revenues received from the wading pool. The Village pays for electric service to the wading pool, staff cost for maintenance and the pool worker, chemicals and cleaning of the pool as well as repairs when necessary. The tables and umbrellas surrounding the pool are provided by the Village. All costs associated with the maintenance and repair of the mechanical shed is the responsibility of the Village. The Village shall maintain liability and property damage insurance on both the wading pool and the mechanical shed.
11. **CONCESSION STAND WITH RESTROOMS:** The concession stand with restrooms is located on Village property and is maintained by the Village. The organization which utilizes the facility or the Village (as the Village arranges with the user) shall be responsible for cleaning. The Village pays for the electric service and maintenance. The Village shall maintain liability and property damage insurance on the concession stand with restrooms.
12. **TRACTOR/HORSE PULL TRACK AREA WITH ANNOUNCER STAND:** The tractor/horse pull track area with the announcer stand is located on both the Village and Veterans property and the Village pays for the electric service and shall maintain the tractor/horse pull area. The Village shall maintain liability and property damage insurance on the tractor/horse pull track area with the announcer stand.
13. **BOY SCOUT BUILDING:** This structure was built by the Boy Scouts on Village property. The Village pays for the electrical service and receives no income from the use of the structure. The Village maintains liability and property damage insurance on the Boy Scout building however the Boy Scouts maintain their own liability insurance holding the Village harmless.
14. **WALKING TRAILS DENMARK CREEK TRAIL):** The Village has paid for the gravel for these trails, cuts brush along

the trail, refreshes the gravel trails when needed/necessary and oversees any improvements to said trails.

15. INTERNAL ROADS AND PARKING AREAS: All of the roads, parking areas and walkways located within the park are maintained by the Village.
16. INFRASTRUCTURE (SEWER, WATER, STORM WATER LINES): The infrastructure (sewer, water, storm water lines and any utilities) on all of this property subject to this Agreement is maintained by the Village at its cost.
17. LIGHTING FIXTURES IN VARIOUS LOCATIONS: The lights on the hillside as well as throughout the park, except as specified elsewhere in this Agreement, shall be the responsibility of the Village.
18. SLEDDING HILL AND LIGHTS ON HILL: The sledding hill is located both on the Village and the Veterans property. At the sledding hill there are lights that illuminate the run which is paid for by the Village. The Village shall maintain liability and property damage insurance on the sledding hill.
19. COST OF INSURANCE: It is solely the responsibility of the Veterans to purchase and maintain liability and property damage insurance for the Veterans Shelter Building and will maintain coverage for each year under the term of this Agreement.
20. Should the Village of Denmark or the Veterans determine that they would like to make any changes/revisions to this current Agreement either party agrees to contact the other party for mutual discussions regarding their concerns.

IN WITNESS HEREOF, the above is hereby agreed to and the parties hereby execute same.

VILLAGE OF DENMARK, WI

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Date

DENMARK WAR MEMORIAL, INC.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date