

**Town of Calamus, Dodge County, Wisconsin  
Parks and Recreation Ordinance**

**Article 1. Title and Purpose**

This ordinance shall be known, referred to, or cited as the Town of Calamus Parks and Recreation Ordinance.

The purpose is intended to regulate the use of Town properties in order promote the public health, safety, morals, aesthetics, and general welfare of the community.

**Article 2. Authority**

The Town Board of the Town of Calamus has the specific authority, powers and duties pursuant to section 60.22(1) Wisconsin Statutes, to regulate and control certain uses and activities in the Town of Calamus.

**Article 3. Adoption of Ordinance**

The Town Board of the Town of Calamus has, by adoption of this ordinance, confirmed the specific statutory authority, powers and duties noted in the specific Articles of this Ordinance, and has established by these Articles and this Ordinance the ability to regulate and control certain uses, activities in the Town of Calamus.

**Article 4. Jurisdiction**

This Ordinance shall cover all public lands and buildings owned and leased by the Town of Calamus, to include the Calamus Town Hall and property, cemeteries, boat landings and Town Park area at the North end of Lost Lake. And shall from here on be referred to as "Town Property".

**Article 5. Ordinance Restrictions**

**5.1 Loitering Prohibited.** No person shall loiter within Town Property between the hours of 10:00pm and 5:00 am daily.

**5.2 Parking.** No person shall stop any vehicle on roadways as to prevent the passing of other vehicles. No automobile, motorcycle, or other vehicle shall be parked within the area of Town Property at or on any place other than the designated parking lot or area; and no vehicle shall be parked within any such designated area between the hours of 10:00pm and 5:00 am. Nothing contained in this section shall prohibit the parking by any person of any vehicle within such designated parking lot or area while such person shall be in attendance in any public event or affair held on Town Property under a permit issued by the Town Treasurer.

**5.3 Heavy Trucks Prohibited.** Trucks exceeding 9,000 pounds gross weight shall not be driven into the Town Property except by special permission of the Town Board.

**5.4 Refuse.** No person shall throw or cast away in any Town Property any paper, table refuse, cans or other rubbish except into receptacles provided for that purpose. No person shall throw or cast any bottles or other foreign substances into Lost Lake.

**5.5 Pets.** All pets are to be leashed and in the owners control at all times. Any fecal matter is to be picked up and disposed of properly.

**5.6 Rights and Privileges.** Every person shall observe the rights, privileges and priorities of others and shall not interfere with or hinder any person from enjoying each and every right and privilege provided in and by the Town of Calamus and it's properties.

**5.7 Orders and Directions.** Any person failing to observe and obey any lawful order of direction authorized by the Town Board shall, within the discretion of the board, be denied the privilege of the use of the Town Properties, and, if necessary, such person may be forcibly restrained or ejected from the Town Properties.

**Article 6. Effective Date.**

This Ordinance shall take effect after passage and publication as provided by law.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2001

**Town of Calamus**

\_\_\_\_\_  
John Kirchberg, Chairman

\_\_\_\_\_  
John Kraus, Jr., Supervisor

\_\_\_\_\_  
Lucille Miller, Supervisor

Attest:

\_\_\_\_\_  
Marjorie Beilke, Clerk

**Town of Calamus**  
Property User Agreement

1) Name of User(s): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

2) Name of Agent (if different than user(s): \_\_\_\_\_

3) Date Requested: \_\_\_\_\_

4) Purpose: \_\_\_\_\_

\_\_\_\_\_

5) Number of People Attending: \_\_\_\_\_

6) Area Requested and Fee:

Town Hall (town residents)	(\$50.00)	_____
(non-residents)	(\$100.00)	_____
Security Deposit	(\$50.00)	_____
TOTAL		_____

7) Reservations are accepted on a first come-first served basis. A reservation is not considered accepted until this agreement, with security deposit and full fees, are submitted to Town Treasurer. Security deposit and fees will be refunded in full if cancellation is made at least seventy-two (72) hours prior to date requested.

8) Rules and Conditions:

A. Town Hall will close at 1:00am.

B. Users shall leave areas in a reasonably clean condition. Any table, chairs or other furnishings that are moved must be returned to racks.

C. Users shall remove all personal property, all refuse, and other items prior to the established closing time.

D. Keys to buildings are available from the Town Treasurer.

E. Security deposits are refunded five business days if areas are left in reasonable condition and key(s) to buildings have been returned.

F. Users shall not serve or provide alcoholic beverages to underage persons and if there is any such server of underage persons, the person named as User in this agreement may also be presumed to be such a provider.

G. All recyclable material must be removed from the premises and be recycled properly. All trash must be removed from premises and disposed of properly.

H. All pets are to be leashed and fecal matter to be picked up and disposed of properly.

9) License and permit requirements.

A. Beer licenses are not required for private parties, receptions, or other private occasions. The party responsible for using the town properties for a private affair is responsible for preventing underage persons from receiving any alcoholic beverages.

B. "Class B" beverage licenses, if appropriate, are required for rentals contracted by non-profit organizations for the purpose of fund-raising, etc.

C. User(s) shall be responsible for damages to any property in rented area and/or for any injuries which might be sustained by any member of the party during the gathering or as a result thereof.

D. User agrees to hold harmless and indemnify the Town of Calamus for all actions, which might be brought by User's guests, or invitees or any person permitted on the premises when User has control of the same of by any person who is injured by such persons. Said hold harmless and indemnification shall extend both to any and all damages incurred by the Town of Calamus and to the Town's costs and reasonable attorneys' fees in defending such actions.

10) Release of Liability

In consideration of the permission granted to \_\_\_\_\_ (user) to use the Town Park or Hall, the undersigned discharges and releases the Town of Calamus, Dodge County Wisconsin, from all claims, demands of liability whatsoever which may now have or hereafter have, as a result of use of the premises on \_\_\_\_\_ (date).

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Signature of User or Agent

Date