

RESOLUTION NO. 2023-105

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF CALEDONIA APPROVING A PARK USE AGREEMENT FOR ST. CATHERINE'S HIGH SCHOOL FOR USE OF CRAWFORD PARK

The Board of Trustees of the Village of Caledonia, Racine County, Wisconsin do resolve as follows:

WHEREAS, the Village of Caledonia owns and operates Crawford Park located at 5199 Chester LN, Racine, WI 53402, which is located in the Village of Caledonia; and

WHEREAS St. Catherines High School has requested to utilize the ball diamonds at Crawford Park for their girl's fast pitch softball practice, games, and boys hardball practice; and

WHEREAS, the Village of Caledonia and St Catherines High School wish to enter into an agreement governing the use of Crawford Park by St Catherines High School as provided in **Exhibit A**; and

NOW THEREFORE BE IT RESOLVED THAT, the Board of Trustees of the Village of Caledonia approves the agreement set forth in **Exhibit A** with an effective date of March 1, 2024.

Adopted by the Board of Trustees of the Village of Caledonia, Racine County, Wisconsin, this 26 day of September 2023.

Village of Caledonia

By: Thomas R. Weatherston
Thomas Weatherston
Village President

Attest: Joslyn Hoeffert
Joslyn Hoeffert
Village Clerk

**PARK USE AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE VILLAGE OF CALEDONIA
AND ST. CATHERINE'S HIGH SCHOOL.**

This Park Use Agreement (the "Agreement") is made and entered into as of the date last executed by either Party below, (the "Effective Date"), by and between the **VILLAGE OF CALEDONIA**, (the "Owner"), and **ST. CATHERINE'S HIGH SCHOOL** (the "User"), as represented by the Athletic Director. Owner and User may be individually referred to as a "Party" or collectively referred to as "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the Owner operates Crawford Park located at 5199 Chester Lane, Racine, WI 53402, (the "Park"), which is located in the Village of Caledonia (the "Village") and shown in **Appendix A**; and

WHEREAS, **Appendix A** also depicts the location LCpl Daniel R. Wyatt Ballpark, which includes a concession stand, two ball diamonds, and a maintenance garage located in the Park; and

WHEREAS, the User operates the St. Catherine's High School Athletic Program which needs ball diamonds to play its varsity fastpitch softball games and reserve the fields for both girls fastpitch softball and boys baseball practices during the season; and

WHEREAS, the User also requests to run a concession stand to operate concessions during games and utilize a portion of the maintenance garage to store team equipment and portable fence; and

WHEREAS, the Parties wish to enter into an agreement governing the use of the Park by the User; and

NOW THEREFORE, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

- 1) **Term; Renewal.** This Agreement shall have a term of one year from the effective date. The User shall have use of the Park pursuant to the terms set forth herein from March 1, 2024 through June 30, 2024. It is intended that this Agreement will be automatically renewed on a year-to-year basis. If the Village intends to not renew this Agreement, the Village's Director of Public Services or Designee is authorized to give a notice of not to renew under this Agreement. Any notice of termination is required to be delivered between the month of July 1 of the current contract year and February 1 of the subsequent year (e.g. July 1, 2024 and February 1, 2025).
- 2) **Use; generally.** The User shall use the Park for baseball and softball operations including:
 - a. The use of a portion of the maintenance garage for storage of equipment, fencing, and other items related to the operation of the boys' and girls' varsity programs.
 - b. The operation and maintenance of the concession stand

- c. The purpose of utilizing the bathrooms and the associated garbage and recycling cans.
- 3) **No Ownership Granted.** This Agreement does not grant any ownership interests.
- 4) **Concession Stand.** The User shall have all property removed from the concession stand and the stand completely cleaned by June 30, 2024, unless the Owner grants additional time in writing at least thirty (30) days in advance. Other than the dates indicated, such use of the concession stand is not exclusive, and the Village Board or Village staff reserves the right to rent the concession stand to third parties at all other times outside of the listed period without prior notification to the User. The Owner reserves the right to rent the shelter area attached to the concession stand to any third party at any time it is not reserved by the User and without notice to the User. The User shall coordinate with the Owner on upcoming youth recreation league schedules and early removal if Regional, Sectional, or State games are not played.
- 5) **Ball Diamonds; Not Exclusive Use.** This Agreement allows the User use of the two ball diamonds at Crawford Park for the term above at the times designated for practice and games. This does not authorize exclusive-use of the ball diamonds; members of the public may use these areas before the fields have been prepared by the Owner or are not in-use for User activities and prior to 2:00 p.m. on weekdays. For avoidance of doubt, unless specifically authorized by the Village's Director of Public Services or Designee, the fields should not be prepared before 2:00 pm on weekdays unless otherwise required by the schedule of a varsity game.
- 6) **General use of the Park.** The Park is a public Park, and nothing in this Agreement prohibits use of the Park by the general public.
- 7) **Permits/Approvals.** The User shall be responsible for all required permits and approvals from any governmental entity related to the operation of the concession stand and for staffing the concession stand at any time it is in operation.
- 8) **Inventory/Equipment.** The User shall be solely responsible for providing and maintaining all inventory and equipment at the concession stand. The Owner reserves the right to refuse use of any inventory or equipment it deems unreasonable, excessive, or unsafe or that may damage the premises. The Village is not responsible for any lost or stolen inventory or equipment of the User.
- 9) **Keys.** The User shall have access to four (4) keys for the concession stand, the accompanying storage room, and the adjacent restrooms at all times. If any keys are lost, the User shall be responsible for costs for rekeying the locks if determined necessary by the Owner. The User shall be responsible for ensuring that the restrooms are open and accessible to the general public at all times the concession stand is in use. The User shall lock the restrooms after the games have concluded or at the end of each day the facilities are used. The Owner will be responsible for unlocking the doors and restocking the restroom by noon (12: 00 PM) the following day for the General Public. The Owner will

also be responsible for cleaning the restroom by noon (12: 00 PM) the following day. The User shall return the keys to the Owner by June 30, 2024 or earlier if Regionals, Sectionals, or State playoff games are not required.

- 10) **Cleaning; Maintenance.** The User shall be responsible for the cleaning and general maintenance of the LCpl Daniel R. Wyatt Ballpark area for the term of this Agreement during and after games and practices. The User shall make certain that the grounds, concession stand (daily cleaning after use), and surrounding areas are always clean and presentable while in use. The User shall clean the concession stand after each use. The Owner shall be responsible for maintaining the ball diamonds and for the cleaning and general maintenance at all other times. The User shall place all bags of trash and boxes in the assigned area for pick-up. The bathrooms will be checked and fully stocked by the Owner at the beginning of each weekday. The User shall notify the Owner of any major deficiency of supplies in the restrooms the following day. The dugout area shall be cleared of any trash or recycling after each day of use. Liquids shall be dumped from all recyclable containers prior to disposal. If the trash is not removed as described above, a charge of \$50.00 per occurrence will be deducted from the User's deposit.
- 11) **Repairs.** Any repairs that are needed to the concession stand or grounds must be reported to the Owner within forty-eight (48) hours of damage or notice of damage, and a reasonable time must be allowed for repairs to be completed. Beyond the normal wear and depreciation of assets, the User is responsible for any damages to the premises and facility. The Owner reserves the right to bill the User for repairs and or maintenance as a result of any damage, waste and/or neglect caused by the User or its invitees and guests during the term of this Agreement.
- 12) **Supplies.** The User shall provide all supplies required for field preparation, including, but not limited to, chalk, "Quick Dry", portable fence anchors, and portable fence. Any and all supplies that are stored in the Owner's Maintenance Building shall follow Section 14 of this Agreement. The User shall provide all first aid supplies to its participants, invitees, and guests. The Owner will spray for weeds as determined necessary prior to the season. The User shall provide the Owner direction on all requirements to meet the WIAA level field layout for fastpitch softball. The Owner shall provide all supplies required for the bathrooms, including, but not limited to, toilet paper, hand towels, and soap for washing hands. All supplies stored in the Maintenance Building shall be removed by June 30, 2024 to receive the deposit back. Any tools or supplies left in the Maintenance Building after June 30 will result in a \$50.00 deduction per day until they have been removed unless otherwise approved by the Owner. The User will be authorized to leave the outfield fence in place for the duration of the season except for the days where it needs to be removed for lawncare and maintenance. The fence shall be removed temporarily for this day as designated by the Owner and may be reinstalled after. The Owner and User shall coordinate the duty to remove said fence based on the proposed 2024 lawn cutting schedule.
- 13) **Improvements.** Permanent improvements installed by the User or his/her designee are not allowed. Any and all improvements shall be discussed and agreed upon in writing

with the Owner prior to installation. Any permanent improvements to the premises not approved by the Owner will become property of the Village of Caledonia. Examples of permanent improvements include lighting, adding dirt to low areas, permanent mounds, possible drain tiles and reseeding the grass. Temporary equipment and signage require prior approval by Owner. Banners may be temporarily placed on the premises with the prior approval of the Owner and for the duration of this agreement. Any banners placed shall be maintained in good condition or taken down if damaged. Owner reserves the right to sell advertising space and place permanent or temporary signs and banners on any part of the premises, including, but not limited to, fencing, scoreboards and permanent structures except for the areas referred to in **Appendix B** during the duration of this agreement. See **Appendix B** for the Users placement of banners. In no case shall any banner be placed on the concessions building or bathroom building.

- 14) **Storage Space.** The User will be provided a dedicated space in the Maintenance Garage at Crawford Park to store a limited number of materials necessary for baseball and softball operations included but not limited to, bats, balls, bags, helmets, rakes, wheelbarrows, fences, fence posts, nets, etc. All items must be clearly marked as "Property of St. Catherine's High School," or similar wording, and must be removed by June 30, 2024, unless granted specific permission in writing at least 30-days prior from the Owner to leave them in the Maintenance Garage. As described herein, the fence may be left up for the duration of this contract except for lawn cutting and maintenance days. The Village of Caledonia, the Owner, and its employees, officials, volunteers and any agents thereof shall not be held responsible for any loss or damage to any items or property left on Park premises. All tools stored in the Maintenance Garage shall be removed by June 30, 2024 to receive the deposit back. Any tools or supplies left in the Maintenance Garage after June 30 will result in a \$50.00 deduction per day until they have been removed unless otherwise approved by the Owner. The User shall coordinate with the Owner on upcoming youth recreation league schedules and early removal if Regional, Sectional, or State games are not played.

- 15) **Insurance.** Owner assumes no responsibility for any loss or damage to User's personal property while in use or stored at or on the Park. User shall maintain comprehensive liability insurance as required below, including full replacement of damaged property. No less than 15 days prior to the first calendared Event, User shall provide Owner with evidence of said coverages as set forth herein, including insurance certificates and all referenced riders and endorsements, in forms reasonably satisfactory to Owner. All insurance shall be issued by insurers with a license to do business in the State of Wisconsin. User's insurance coverage shall be primary and noncontributory as respects Owner, the Village, including all of its respective officials, officers, employees and agents. User's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
 - a) Comprehensive Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence and at least Two Million Dollars (\$2,000,000) aggregate; policy shall provide coverage for volunteers and invitees and guests of User.

- b) Owner, the Village of Caledonia, and its respective officials, officers, employees, and agents, shall be named as an additional insured for General Liability and Automobile Liability by specific endorsement.
 - c) Workers Compensation: When applicable- Statutory Limits;
- 16) **Hold Harmless; Indemnification.** The User agrees to protect, save, defend and hold harmless, and indemnify the Village of Caledonia and its boards, commissions, committees, and each member of said boards, commissions and committees, and all Caledonia's officials, agents and employees, from any and all claims, liabilities, expenses or damages of any nature, including attorney fees and litigation costs, for injury or death of any person, or damage to Premises, including any liability under environmental protection laws, or interference with use of Premises, arising out of or in any way connected with the User's activities under this Agreement, other than with respect to any negligent acts, errors or omissions or willful misconduct by the Village of Caledonia, or its employees, officials or agents. This hold harmless shall apply to all liability regardless of whether any insurance policies are applicable, and any policy limits shall not act as a limitation upon the amount of indemnification to be provided. If the Village of Caledonia initiate legal or other action to enforce the terms of this Agreement and the outcome is in favor of the Village of Caledonia, the User shall be liable to the Village of Caledonia for reasonable attorney's fees and costs in enforcing the terms of this Agreement. User shall indemnify Owner, the Village of Caledonia, along with all its respective officials, officers, agents, and employees, from, and hold them harmless against all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of User's use of the Park related to the novel virus COVID-19.
- 17) **Scheduling.** The User will provide the Owner a schedule of all games, practices for both softball and baseball, events such as tournaments, prior to March 1. The times presented in the schedule shall be considered reserved if the schedule is received by March 1. Every effort will be made by the Owner to block out additional weeknights and Saturday mornings during the listed period to allow for make-up games and team practices. The Owner will make every effort to accommodate rainouts and make-up games due to the nature of spring sports. The Owner cannot reserve or rent out the ball diamonds to a third party at Crawford Park for the listed period without written approval from the User unless the Owner is notified prior to March 1 of not more than 6 separate dates during the terms of this Agreement.
- 18) **Copies of permits and certificates.** The User shall provide copies of its certificate of insurance, permits related to the operation of the concession stand, and User schedules prior to receiving keys on March 1.
- 19) **Pre-term and Post-term Walkthrough; Deposit.** A representative of the Owner and a representative of the User will perform a walk-through of the facilities prior to the exchange of keys on or about March 1, at which time any deficiencies will be noted and addressed. The User shall pay the Owner a Deposit of \$1,000, due by March 1, 2024. Representatives

of the two parties will again walk-through and inspect the facilities at the end of the season and prior to June 30, 2024. The Deposit will be refunded to the User within 30-days, minus any charges based on condition, damage, or deficiency attributable to the User. The User shall coordinate with the Owner on upcoming youth recreation league schedules for an early walkthrough if Regional, Sectional, or State games are not played.

- 20) **Termination.** The Owner shall notify the User in writing of any conditions listed above that are not being followed by the User. The User will be required to resolve the defaulted condition within a reasonable amount of time and provide the Owner a written solution within 10 days. If the User does not provide the written solution within 10 days, the Owner will have the right to terminate this License under Agreement. The User shall be provided five (5) days advance written notice of termination and afforded the opportunity for corrective action before termination takes effect, except in the case of an emergency in which the premises are deemed unsafe or to prevent additional damage from occurring to the premises and in such case the Owner is not required to give notice prior to corrective action. If the Village incurs any costs for corrective action, User shall be responsible for the cost. The Village Director of Public Services is authorized to provide any necessary notice of Termination under this Agreement or notices to correct or violation.
- 21) **User Waiver.** The User hereby waives all right to any claim for compensation for any loss or damage sustained by reason of and defect, deficiency, failure, or impairment to the water supply, drainage, electrical, or any systems provided by the Owner or the Village of Caledonia. The Owner and the Village of Caledonia shall not be liable for any claim if the premises are damaged by fire or other casualty, or for any other act, including strikes, utility failure or acts of God, which prevent the intended use provided for herein. The Owner and the Village of Caledonia shall have no liability to the User for any injury, or damage caused by third parties, or by any condition of the facilities.
- 22) **Safe Use Required.** All standard Village Park Ordinances, rules and regulations apply to this use. The User, its employees, subcontractors, vendors, guests, patrons, and invitees shall use the premises in a safe, careful, and lawful manner, and use reasonable, best efforts not to allow any act to be done which will alter, mar, deface, or injure any part of the premises, or other property of Crawford Park. The User shall conduct all operations in compliance with all fire, health and safety standards specified by applicable law.
- 23) **No Discrimination.** User shall not discriminate against any participant, employee, or any applicant for employment because of race, religion, or national origin, and further agrees to likewise not discriminate for those same reasons against any person relative to admission, service or privileges offered to, or enjoyed by, the general public.
- 24) **Fee Structure.** The designated fee for the use of Crawford Park is exclusive to the User's needs and the costs required for the Village to maintain the facility. User agrees to pay Caledonia Village a fee of one thousand eight hundred seventy five dollars (\$1,875.00) for the exclusive use of the park for the duration of the fastpitch softball season. The fee includes everything described in this agreement, which includes Varsity Boys Baseball practice, Varsity Girls Fastpitch practice, and Varsity Girls Fastpitch games.

- 25) **Force Majeure.** Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
- 26) **Assignability.** This Agreement is not assignable by the User.

Notices. All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or after posting via US Mail, to the party addressed as follows:

To User:

St. Catherine's High School
1200 Park Ave
Racine, WI 53403

To Owner:

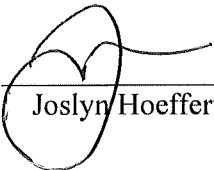
Village of Caledonia
Village Clerk
5043 Chester Lane
Racine, WI 53402

With a copy to the Village of Caledonia Director of Public Services at the same address:
Either party may designate a new address for purposes of this Agreement by written notice to the other party.

The Parties have executed this Agreement effective as of September 26, 2023.

VILLAGE OF CALEDONIA

By: Thomas R. Weatherston
Thomas Weatherston, Village President

Attest: 
Joslyn Hoeffert, Village Clerk

ST CATHERINES HIGH SCHOOL

By:  9/29/23

Name: Tyson Thach
Title: Athletic Director

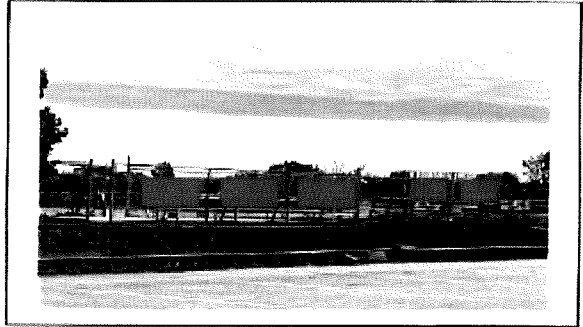
Appendix A



Appendix B

Signage will be sited and placed in the following manner:

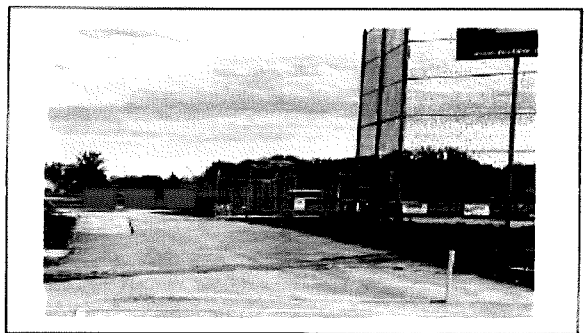
- 1) On the fence of the dugouts.
 - a. Dugouts facing the parking lot
- 2) On the fence.
 - a. Behind the fence located
 - or
 - b. Dugout facing the walkway behind the main entrance lot
- 3) On the fence behind Homeplate



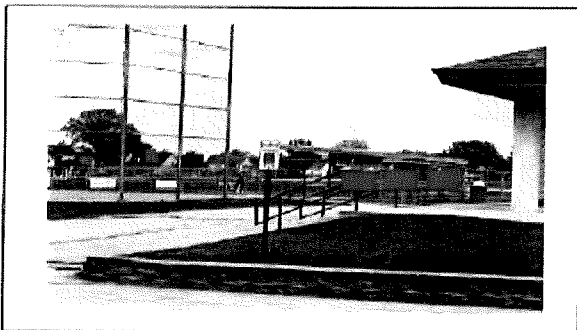
3



4



5



6



7