

AMENDED
JOINT PARK TRANSITION COMMISSION MEETING
Thursday, August 27, 2020 at 9:30 AM
Caledonia Village Hall – 5043 Chester Lane

THIS WILL BE AN IN-PERSON MEETING – MAX NUMBER OF IN-PERSON CITIZEN ATTENDEES 16

1. Call to Order
2. Approval of Minutes
3. Public Comment (2 minutes/person)
4. **JPTC Resolution 2020-05** – A Resolution of the Joint Park Transition Commission of the Caledonia-Mount Pleasant Memorial Park Approving a Park Use Agreement for the Mount Pleasant Police Officers Association, Inc, for Use of the Caledonia-Mount Pleasant Memorial Park
5. **JPTC Resolution 2020-06** – A Resolution of the Joint Park Transition Commission to Negotiate an Agreement Between the Village of Mount Pleasant and the Village of Caledonia for the Village of Caledonia to Assume Operations of the Caledonia-Mount Pleasant Memorial Park
6. Discuss Tavern League Schedule and Possible Amendment to the Park Use Agreement
7. Discuss RASA Event Schedule and Possible Amendment to the Park Use Agreement
8. Staff Report
9. Adjournment

Dated this August 21, 2020

Karie Pope
Village Clerk

Only committee members are expected to attend. However, attendance by all Board members (including non-members of the committee) is permitted. If additional (non-committee) Board members attend, three or more Board members may be in attendance. Section 19.82(2), Wisconsin Statutes, states as follows:

If one-half or more of the members of a governmental body are present, the meeting is rebuttably presumed to be for the purposes of exercising the responsibilities, authority, power or duties delegated to or vested in the body.

To the extent that three or more members of the Caledonia Village Board actually attend, this meeting may be rebuttably presumed to be a “meeting” within the meaning of Wisconsin’s open meeting law. Nevertheless, only the committee’s agenda will be discussed. Only committee members will vote. Board members who attend the committee meeting do so for the purpose of gathering information and possible discussion regarding the agenda. No votes or other action will be taken by the Village Board at this meeting.

Jt. Park Transition Commission Meeting
July 23, 2020

Commission: Caledonia Trustee Tom Weatherston, Citizen at Large Josh Sopczak and Mt. Pleasant Trustee Sonny Havn.

Absent: None.

Staff/Others: Assistant Village Administrator/HR Director Toni Muisse, Development Director Peter Wagner, Public Works Director Tom Lazcano, Fire Department Chief Richard Roeder, Police Department Chief Christopher Botsch, Parks Supervisor Randall Solberg, Attorney Tyler Helsel & Trustee Dale Stillman.

1. Call the meeting to order

Tom Weatherston called meeting to order at 8:30 a.m., at the Caledonia Village Hall.

2. Approval of Minutes

No meeting minutes were approved due to the short time frame between meetings. The July 16 minutes will be approved at the next meeting.

Weatherston took the agenda out of order, starting with item 4 and proceeding with the rest of the agenda as posted.

4. Racine 16" Tavern League Park Use Agreement

Motion by Sopczak to accept the Resolution of The Joint Park Transition Commission of The Caledonia-Mount Pleasant Memorial Park Approving A Park Use Agreement For SMP Development LLC. Seconded by Havn. Motion carried unanimously.

3. Discussion and possible action on parking plan and park use agreement Amendment for SMP Development LLC AKA Lacrosse America

The amendment is mainly for additional event dates for August 1-2 and September 4-7. Helsel further explained the additions to parking and the fee to cover the cost of shelter rentals and officers staffed for the event. The Commission discussed parking and the use of yellow rope to block off unauthorized parking areas, and posted signs indicating no parking.

Justin Kohl of Lacrosse America requested staggered payments 2 weeks before each event because of unforeseen issues associated with COVID. There was further discussion regarding COVID safety measures.

Motion by Sopczak to accept the park use agreement amendment for SMP Development LLC AKA Lacrosse America with the adjustment to the payment due dates to two weeks prior to each event. Seconded by Havn. Motion carried unanimously.

5. Adjournment

Motion by Havn to adjourn. Seconded by Sopczak. Motion carried unanimously.

Meeting adjourned at 8:55a.m.

Respectfully submitted,
Erika Waege
Engineering and Building Administrative Assistant

JPTC RESOLUTION NO. 2020-05

A RESOLUTION OF THE JOINT PARK TRANSITION COMMISSION OF THE CALEDONIA-MOUNT PLEASANT MEMORIAL PARK APPROVING A PARK USE AGREEMENT FOR THE MOUNT PLEASANT POLICE OFFICERS ASSOCIATION, INC, FOR USE OF THE CALEDONIA-MOUNT PLEASANT MEMORIAL PARK.

The Joint Park Transition Commission of the Caledonia-Mount Pleasant Memorial Park, Racine County, Wisconsin do resolve as follows:

WHEREAS, the Joint Park Transition Commission ("JPTC") operates the Caledonia-Mount Pleasant Memorial Park located at 9614 Northwestern Avenue, Franksville, WI 53126, which is located in the Village of Caledonia; and

WHEREAS, the Mount Pleasant Police Officers Association, Inc. operates a car show as a fundraiser annually;

WHEREAS, this year's event will be a donation to the "Band of Blue" organization in memory of Racine Police Officer John Hetland;

WHEREAS, the JPTC and Mount Pleasant Police Officers Association wish to enter into an agreement governing the use of the Caledonia-Mt. Pleasant Memorial Park by Mount Pleasant Police Officers Association;

NOW THEREFORE BE IT RESOLVED THAT, the JPTC approves the agreement set forth in **Exhibit A**, and authorizes the JPTC Chairperson to sign the agreement on its behalf.

Adopted by the Joint Park Transition Commission of the Caledonia-Mount Pleasant Memorial Park, Racine County, Wisconsin, this ____ day of _____, 2020.

JOINT PARK TRANSITION COMMISSION

By: _____
Thomas Weatherston
Chairman

Attest: _____
Karie Pope
Village of Caledonia Clerk

EXHIBIT A

PARK USE AGREEMENT BETWEEN THE CALEDONIA-MOUNT PLEASANT JOINT PARK TRANSITION COMMISSION AND THE MOUNT PLEASANT POLICE OFFICERS ASSOCIATION, INC.

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 **CALEDONIA-MOUNT PLEASANT JOINT PARK TRANSITION COMMISSION**, (the “Owner”), and the **MOUNT PLEASANT POLICE OFFICERS ASSOCIATION, INC.** (the “User”), as represented by Jeffrey Gerrietts. Referenced together, the Owner and the User are the “Parties” to this Agreement.

1) Permitted Uses:

- a) Event. The User shall have the right to use the Caledonia – Mount Pleasant Memorial Park (the “Park”) for the following Event (the “Event”):
 - i) **Mount Pleasant Police Officers Association’s 2020 CCJC Auto/Cycle Show**
Event information: *See Exhibit 1*
Event Date: September 13, 2020
Event Time: 7:00 AM to 5:00 PM
Park Usage Area: *See areas 1-3 on Exhibit 2 attached*
- b) Parking. User shall have exclusive use of the Park parking areas and parklands outlined in the attached Exhibits on the day of the Event. User shall be responsible for parking of all vehicles during the Event. User shall be responsible for all costs associated with or necessary for a parking plan and flow of traffic plan for entrance and egress as well as additional lighting that may be necessary to rent for the parking area to provide a safe area for participants during Event. To the extent any grass areas are damaged by the parking of vehicles, User, at its cost, shall grade and reseed the areas as determined necessary by Owner. If User does not complete grass repairs, the Owner may repair the grass with its own staff or contract with a third party to make the repair, and charge all reasonable costs associated with making the repair to User (including salary and benefits if done with Owner’s or Village’ own staff). The Owner or designee, in its sole discretion, may prohibit parking on certain grass areas dependent on weather and site conditions. User shall not use the Kids’ Connection parking lot during User’s Event. User shall review any parking plan with the Village of Caledonia Chief of Police.
- c) Traffic Control. User, its attendees, and customers are permitted access to the roadways and drives in the Park. However, any plan to control the flow of traffic must be approved by Village of Caledonia Chief of Police seven (7) days prior to the Event. Except as provided for by an approved traffic flow plan, barricades, cones, User’s employees, and volunteers shall not impede the flow of traffic of public access not attending User’s event during the hours when the Event is functioning.

- d) General use of the Park: User agrees that it shall use the areas 1-3 on **Exhibit A** only during its Event. No other sponsored events shall occur in areas 1-3 on **Exhibit A** at the time of User's Event without amendment to this agreement. However, the Park is a public Park, and nothing in this agreement prohibits use of the Park for general park usage outside the date, time, and locations in this agreement.
 - e) Garbage: User is responsible for maintaining the Park and surrounding areas in a state of cleanliness. User shall leave the Park free from litter, garbage, and debris during any usage of the Park. User shall remove all garbage from its Event from the Park.
 - f) Signage: User may place temporary banners or signs at the entrances to the Park during its Event. Additional banners, signage, or advertisement within the Park shall be approved by Owner.
 - g) Camping. There shall be no overnight camping allowed at the Park at any time.
- 2) Rent. User shall pay Owner one-thousand dollars (\$1000.00) for use of the Park for the Event listed in Section 1 of this agreement. Payment shall be made no later than September 4, 2020. User acknowledges that this rent amount is for the Event listed in Section 1 of this agreement, and if User intends to host additional events in the Park, User shall amend this agreement to add additional events with an additional cost.
 - 3) Payments: All payments made by User under this Agreement shall be made payable to the Village of Caledonia.
 - 4) Food and Alcohol: User shall obtain any and all required permits to sell food and alcohol from the Village of Caledonia, Racine County, the Central Racine County Health Department, and any other local or state agency.
 - 5) 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, workers compensation and automobile liability insurance as required below, including full replacement value for the Park and Park property. No less than 3 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, and the Village of Mount Pleasant, including all their 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.
 - b) Workers Compensation: When applicable- Statutory Limits

- c) Umbrella Liability: \$1,000,000 per occurrence / \$5,000,000 Aggregate
- d) Owner, the Village, and the Village of Mount Pleasant, and their respective officials, officers, employees, and agents, shall be named as an additional insured for General Liability and Automobile Liability.
- 6) Indemnification: User shall indemnify Owner, the Village, and the Village of Mount Pleasant, along with all their 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, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the User, its agents, or employees. User shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action. User shall indemnify Owner, the Village, and the Village of Mount Pleasant, along with all their 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.
- 7) COVID-19 Waiver of Liability: User, its employees, volunteers, attendees, and other attendees, by utilizing Owner's park, may be exposed to or have an increased risk of contracting or spreading COVID-19. User hereby accepts the risk of contracting COVID-19 for User's employees, volunteers, attendees, and others present. User, its employees, volunteers, attendees, and others present, and User, its employees, volunteers, attendees, and others present, hereby forever releases and waives any right to bring suit against Owner and the Village of Caledonia and the Village of Mt. Pleasant, and Owner's and the Villages owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Park. User understands that this waiver means User, its employees, volunteers, attendees, and others present, give up their right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim they may have to seek damages, whether known or unknown, foreseen or unforeseen.
- 8) Limitation of Liability: In no event shall either Party be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or in any way connected to this Agreement, regardless of whether the claim for any of those types of damages is based in contract, tort, strict liability or otherwise, and regardless of whether such party was advised of the possibility of such damages.
- 9) Non-waiver of Laws: Nothing in this Agreement shall limit or waive statutory or common law or constitutional defenses or immunities applicable to either party regarding the Park.

- 10) Severability: In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.
- 11) Governing Law and Venue: This Agreement shall be governed and construed in accordance with the law of the State of Wisconsin. The Venue for any legal action shall be Racine County Circuit Court.

The Parties have executed this Agreement as of the last date listed below.

Mount Pleasant Police Officers Association, Inc.

BY: _____
Jeffrey Gerriets, Registered Agent

DATE: _____

CALEDONIA/MOUNT PLEASANT JOINT PARK TRANSITION COMMISSION

BY: _____
Thomas Weatherston, Chairman

DATE: _____

Attest: _____
Karie L. Pope, Village of Caledonia Clerk

EXHIBIT 1



6th Annual Mount Pleasant Police Officer Association - Case Criminal Justice Auto/Cycle Show

September 13, 2020 – Event Time 8-4PM

Setup: September 13 Takedown: September 13/14

(Most Setup & Takedown is before or after regular park usage)

Additional Park Usage Map (See Attached Map)

Area – 1 Parking (Weather Dependent)

Area – 2 (Car Show Area) & 3 (Just Street) Additional Event Premises

Closed Street through the Area

(We will provide all signage for park access and parking)

Event Description

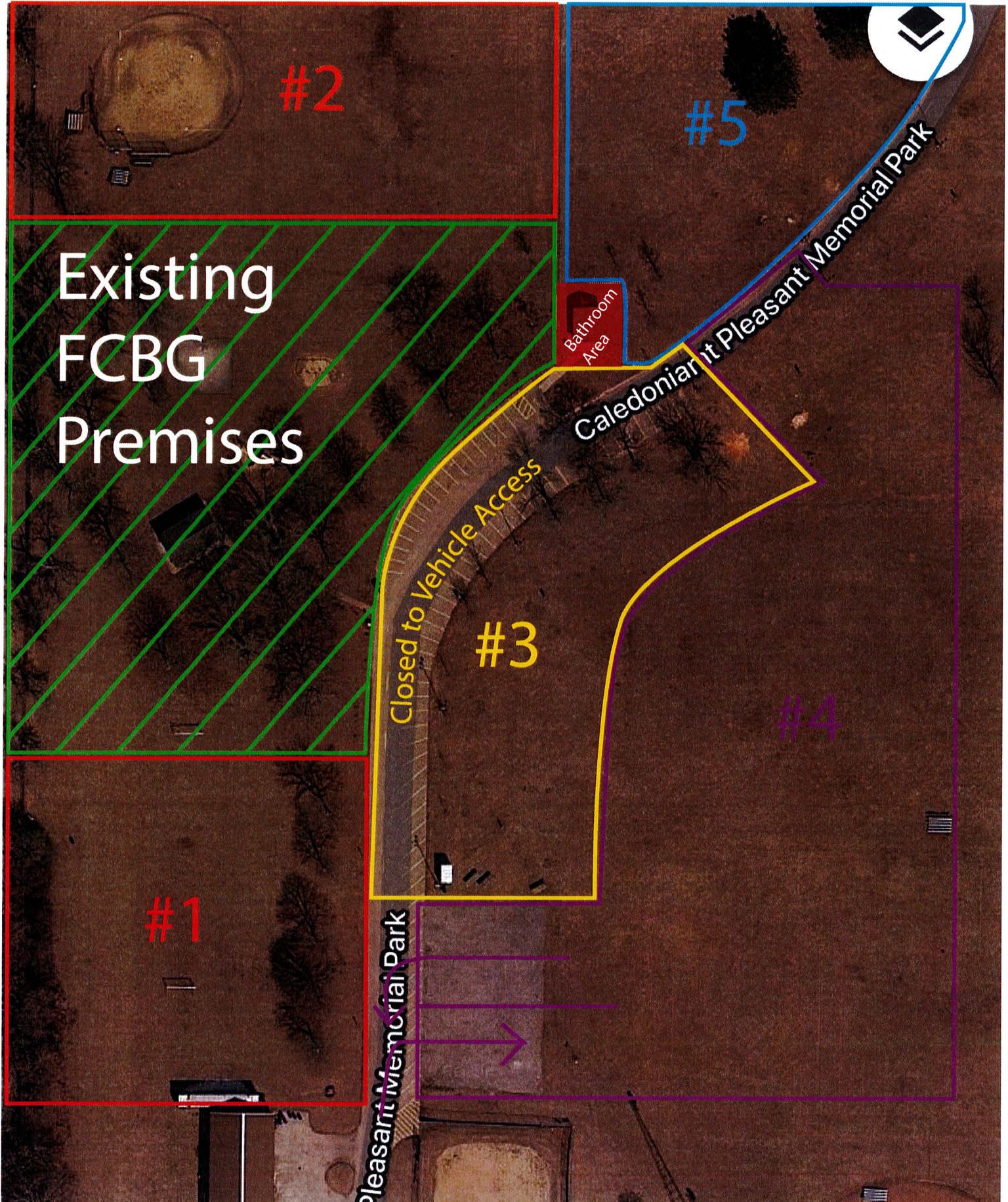
The Case Criminal Justice Auto/Cycle Show is an annual event held by the Mount Pleasant Police Officer Association in support of the Case Criminal Justice Club and support a different non-profit group each year. This year's event is set to donate to "Band of Blue" in memory of RAPD OFC John Hetland.

In 2019 the car show moved to the Franksville Craft Beer Garden and Caledonia – Mount Pleasant Memorial Park from the Kohl's Department Parking Lot. The organizing officers feel that the FCBG and park offer a safer and more family friendly environment than their former location.

Attached are letters requesting to hold the event from Captain David Stroupe of the Mount Pleasant Police Department and event organizer Officer Ben Mieloszyk of the Mount Pleasant Police Department.

EXHIBIT 2

Franksville Craft Beer Garden - Additional Park Use Map



APPLICATION FOR A SPECIAL EVENT PERMIT UNDER SEC. 7-20-1

Application Fee: \$50.00 Base Permit Fee: \$100.00 Each Additional Event Fee: \$10.00 per event/\$300.00
maximim per permit year

APPLICATION MUST BE SUBMITTED NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE EVENT.

1. APPLICANT:

- (a) Name Mount Pleasant Police Officers Association "2020 CCJC Auto/Cycle Show"
(b) Address 8811 Campus Drive
City, State & Zip Mount Pleasant, WI 53406
(c) **Name, address, phone, birthdate and Social Security No. of manager or person in charge of event:**
Ben Mieloszyk, 8811 Campus Drive, Mount Pleasant, WI 53406
(262)-945-9108 DOB: 8-9-88

2. LOCATION OF EVENT(S):

- (a) Name and Address of establishment:
Franksville Craft Beer Garden / Caledonia - Mount Pleasant Memorial Park, 9614 Northwestern Ave
(b) Does applicant own the property? NO. If no, attach a notarized letter of agency authorizing the applicant to apply for a special event permit.

NOTE: EVENT SHALL BE HELD WITHIN THE AREA ENCOMPASSED BY THE PHYSICAL DESCRIPTION AND DIAGRAM THAT IS SUBMITTED UNDER SEC. 7-2-6 OF THE VILLAGE'S CODE OF ORDINANCES AND APPROVED UNDER CHAPTER 2 OF TITLE 7 FOR LIQUOR LICENSES.

3. DATE AND TIME OF EVENT: September 13th, 2020 8-4PM (See Attached)

4. SCHEDULE OF MULTIPLE EVENTS. Attach schedule of events, including dates and times, including beginning and ending times.

5. SECURITY PLAN. Attach a copy of your security plan for the premises and all events.

6. Applicant agrees to comply with all law, resolution, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine coolers and special events in the Village. The Chief of Police shall have the authority to suspend an event under a permit issued under this section when he or she believes such live music, loudspeaker or amplifying device has become a nuisance because of the volume, the method in which it is being used, or the location in which it is being operated. Any such suspension, shall bring the permit for review, within fifteen (15) days, before the Legislative and Licensing Committee prior to any additional outdoor events occurring at the establishment. A violation of the governing ordinance or other Village ordinance related to the use of the area for an event shall constitute sufficient grounds to revoke the special event permit. Three or more noise complaints filed against the permittee during the permit period, and verified by the Village Police Department, shall constitute sufficient grounds to revoke the use of an outdoor special event permit

The Individual signing below or the Officer(s) of the organization signing below, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

MPPD Officer Ben Mieloszyk

Date: 8/13/2020

Individual or Name of Organization

Date Filed _____

Permit No. _____

Date Issued: _____

App. Fee Paid: _____ Date: _____

Base Permit Fee Paid: _____; Date: _____

of Additional Events Approved: _____;

Additional Events Fees: _____; Date: _____

To whom it may concern,

I have been involved in Mount Pleasant Police Officer Association Car Show since the event began years ago. The event has grown over the years and developed a relationship of being a positive family friendly event. Last year, this event was moved from the Kohl's Department Store parking lot to Franksville Park. This space provides a safe and welcoming space for families to come out and enjoy classic cars, Castle Park, and the many amenities offered by the Franksville Beer Garden.

The Car Show organizers also raise scholarship money for local area high school students pursuing a career in criminal justice. After the moving the event location, the Police Officer Association raised twice the amount of money over the previous year. The Mount Pleasant Police Department is built on Community Oriented Policing and the Car Show is a perfect example of officers connecting with local business and the community in a positive environment.

The health and safety of the public is a priority for the organizers. The park offers the space needed to meet all applicable recommendation for events in the Village.

I would encourage the committee to approve the Mount Pleasant Police Association Annual Car Show on Sunday September 13, 2020.

Sincerely,
Captain David Stroupe
Mount Pleasant Police Department

To whom it may concern,

I am writing this letter to request the use of your facility Sunday Sept. 13th for the CCJC Auto/Cycle Show. Since our first show we have awarded over \$10,000 to area students along with donating to local veterans and other organizations. This year we will reach the \$15,000 mark and give back to the Racine Community by donating to the "Band of Blue" organization in memory of RAPD OFC Hetland.

After moving our event to your park last year our event gained positive feedback from our spectators. Each spectator voiced how the foot traffic and wider areas felt safer to move through and view the entire event. On top of many safety comments our event doubled in attendance and profits which allowed us to expand our donations to other local non-profits. Due to these reasons listed I would request and appreciate you welcoming us back for another great year. Thank you for your consideration.

OFC Ben Mieloszyk
Mount Pleasant Police Department

Franksville Craft Beer Garden

9614 NOWRTHWESTERN AVE FRANKSVILLE, WI 53126

SECURITY PLAN FOR HOP HEADS HOSPITALITY & EVENTS

Hop Heads Hospitality & Events is committed to the responsible service of alcoholic beverages. In accordance with this commitment, all individuals serving alcohol and working on behalf of the company are required to abide by the following Security Plan.

1. Strict enforcement of the Alcohol Service Policy.
2. Family-Friendly atmosphere maintained at all times to limit unruly behaviors.
3. Pricing Strategy that eliminates binge drinking and over-consumption.
 - a. This includes limiting serving size for immediate consumption to 20oz or less per individual serving and beer flights. The exception is for 32/64oz. to-go growler and crowler fills
 - b. A Limit of two (2) alcoholic beverages can be sold to any one person with a valid ID per purchase.
4. Introductory and continual training on specific situations such as not allowing over-consumption, refusing service, carding, handling problem customers, etc.
5. No Carry-In Alcoholic Beverages per village and park ordinances.
6. Signage & Postings stating Age Requirements, No Carry-In Alcoholic Beverages, and closing times.
7. Staffing levels will reflect the size of the expected patronage. A reasonable attempt will be made to have a minimum of two employees staffing the venue at all times to ensure policies are followed.
8. Any individual appearing intoxicated or impaired will be refused service.
9. Music and other events will be maintained at reasonable noise levels and will end prior to close.
10. Establish a strong working relationship with the local authorities. This includes but is not limited to meetings, visits, and open communication regarding potential issues.
 - a. This includes updating them with planned events such as music, runs, yoga, etc.

JPTC RESOLUTION NO. 2020-06

**A RESOLUTION OF THE JOINT PARK TRANSITION COMMISSION TO
NEGOTIATE AN AGREEMENT BETWEEN THE VILLAGE OF MOUNT
PLEASANT AND THE VILLAGE OF CALEDONIA FOR THE VILLAGE OF
CALEDONIA TO ASSUME OPERATIONS OF THE CALEDONIA-MOUNT
PLEASANT MEMORIAL PARK**

WHEREAS, the Villages of Mount Pleasant and Caledonia jointly own and are parties to a Contract dated October 17, 2013, amended In January 2020 for the purposes of management, operation and oversight of the Caledonia-Mount Pleasant Memorial Park pursuant to Wis. Stat. 66.0301 (hereinafter referred to as the “Contract”); and

WHEREAS, the parties desire to restructure the management, oversight and administration of the Caledonia-Mount Pleasant Memorial Park to better serve the community; and,

WHEREAS, in January 2020 the Villages of Mount Pleasant and Caledonia created this Joint Park Transition Commission (JPTC) to oversee and recommend a restructuring of the operations and oversight of the Caledonia-Mount Pleasant Memorial Park;

WHEREAS, the Caledonia-Mount Pleasant Memorial Park’s operations are more efficient, consistent, and cost effective if ran by one entity;

NOW, THEREFORE BE IT RESOLVED that the Joint Park Transition Commission hereby recommends to the Village Boards as follows:

1. The Village of Mount Pleasant and the Village of Caledonia negotiate an agreement for the takeover of Caledonia-Mount Pleasant Memorial Park operations by the Village of Caledonia.
2. That ownership of the Caledonia-Mount Pleasant shall remain unchanged.
3. That the name of the Caledonia-Mount Pleasant Memorial Park shall remain unchanged.

Adopted by the Joint Park Transition Commission of the Caledonia-Mount Pleasant Memorial Park, Racine County, Wisconsin, this ____ day of _____, 2020.

JOINT PARK TRANSITION COMMISSION

By: _____
Thomas Weatherston, Chairman

Attest: _____
Karie Pope, Village of Caledonia Clerk