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**PARK & RECREATION ADVISORY COMMITTEE MEETING**  
**Tuesday, July 14, 2020 at 5:30 PM**  
**Caledonia Village Hall – 5043 Chester Lane**

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

1. Call to Order
2. Approval of Minutes
3. Public Comment (2 minutes/person)
4. Committee Orientation, Including a Review of the Governing Ordinance, Open Meetings and Public Records Requirements
5. Shelter Roof Quotes
6. Crawford Park Plan
7. Walking/Biking Trails & Grants
8. Discuss a request for organization of a park cleanup day at Chapla Park
9. Caledonia Youth Baseball Park Use Agreement
10. Adjournment

Dated this July 10, 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.

Agenda Item # 4

**SEC. 2-5-5 CALEDONIA PARKS AND RECREATION ADVISORY COMMITTEE.**

- (a) **Establishment.** There is hereby established the Caledonia Parks and Recreation Advisory Committee.
- (b) **Membership.**
  - (1) The Caledonia Parks and Recreation Advisory Committee shall consist of five (5) citizen members who shall serve without compensation, and two (2) Village Trustees, who shall serve as liaisons to the Village Board for a total of seven (7) members. In addition, the Village's Public Works Director, or designee, shall serve as a non-voting ex officio member of the advisory committee. The Village Trustees shall have the same rights as the other appointed members, and shall be counted in determining the number required for a quorum or whether a quorum is present. The Village President shall appoint the citizens and Village Trustees, subject to confirmation by the Village Board. The citizen members shall be citizens of recognized experience and qualifications.

- (2) Each citizen member shall serve a three (3) year, staggered term, commencing on May 1st of the year of the appointment unless appointed to fulfill a term of a member who had left during his or her term. Initially, one citizen member shall be appointed for a one (1) year term, two citizen members shall be appointed for a two (2) year term, and two citizen members shall be appointed for a three (3) year term in order to stagger the terms of the citizen members. Thereafter, each year one or more citizen members shall be appointed for three (3) year terms, each term commencing on May 1. The Village Board liaison members shall each serve a one-year term commencing on May 1.
- (3) Official oaths shall be taken by all members in accordance with Section 19.01 of the Wisconsin Statutes within five (5) days after receiving notice of their appointment.

(c) **Organization.**

- (1) The Village Parks and Recreation Advisory Committee shall annually elect a Chairperson from the two Village Trustees who have been appointed. The advisory committee shall also annually elect a Vice-Chairperson and Secretary from among its citizen members at the first meeting after May 1 of each year.
- (2) Meetings shall be monthly and at the call of the Chairperson. The Chairperson shall set the agenda items in consultation with the Public Works Director, in an agenda format designated by the Village Clerk. The agenda shall include a public comment section.
- (3) A quorum shall consist of four (4) members not including the non-voting member.
- (4) A written record, in a minute format designated by the Village Clerk, shall be kept by the Secretary showing the agenda, actions taken, findings, and recommendations made. A copy shall be filed with the Village Clerk as public record on a monthly basis. The written record shall be reviewed and approved by the advisory committee at the next scheduled meeting.

(d) **Powers and Duties.** The Village Parks and Recreation Advisory Committee is advisory only and is established for the purpose of assisting the Public Works Director, or designee, and for providing community residents a resource for communicating with the Village about parks and recreation. The advisory committee shall advise the Village Board and the Public Works Director, or designee, in matters of particular concern and impact to residents in the Village as concerning the Village parks, including planning, evaluation and development of Village parks, their facilities, and recreation programming. In this capacity, it is the intention of this ordinance that the advisory committee will develop recommendations regarding physical properties, staffing and equipment needs, program content, and financial requirements for presentation to the Village Board. The activities and responsibilities of the advisory committee are set forth in the chart below:

Accounting and budgeting	<ul style="list-style-type: none"> <li>• Review reports and make recommendations to the Public Works Director, or designee, on establishing budget priorities;</li> <li>• Assist in budget presentations if requested by the Public Works Director, or designee</li> <li>• Assist in vendor reviews if requested by the Public Works Director, or designee</li> <li>• Make recommendations to Village Board on fees including but not limited to rentals, uses, and programming.</li> </ul>
Park facility, land, and open space planning	<ul style="list-style-type: none"> <li>• Review and recommend the development of reports and master plans for Village parks, facilities, and open spaces;</li> <li>• Make recommendations to the Village Board</li> </ul>
Park facility and land maintenance	<ul style="list-style-type: none"> <li>• Formulate guidelines and maintenance schedules at the direction of the Public Works Director, or designee</li> <li>• Make recommendations to the Village Board</li> </ul>
Programming and sports leagues	<ul style="list-style-type: none"> <li>• Review and recommend to the Public Works Director, or designee, proposals for programs, sports leagues, events, and fundraisers;</li> <li>• Assist in programming if requested by the Public Works Director, or designee</li> </ul>
Public Input	<ul style="list-style-type: none"> <li>• Receive public input, requests, or complaints during the public comment section on the agenda;</li> <li>• Make referrals to the Public Works Director, or designee, for any necessary follow up to resolve or address the public input</li> </ul>

**SEC. 2-5-6 REPEALED.**

Agenda Item # 4

## CHAPTER 6

### Ethical Standards

<i>Section Number</i>	<i>Title</i>	<i>Ordinance Number</i>	<i>Date of Ordinance</i>
2-6-1	Definitions		
2-6-2	Declaration of Policy		
2-6-3	Statutory Standards of Conduct		
2-6-4	Specific Conflicts of Interest		

#### **SEC. 2-6-1 DEFINITIONS.**

- (a) **Public Officer.** Means those persons serving in statutory elected or appointed offices provided for in Chapter 60 of the Wisconsin Statutes, and all members appointed to boards, committees and commissions established or appointed by the Town Chairperson and/or Town Board, whether paid or unpaid.
- (b) **Public Employee.** Means any person excluded from the definition of a public officer who is employed by the Town.

#### **SEC. 2-6-2 DECLARATION OF POLICY.**

It is declared that high ethical standards among Town officers and employees are essential to the conduct of good representative government and that a code of ethics for the guidance of public officers and employees will help them avoid conflicts with improved standards of public service and will promote and strengthen the confidence of the residents of the Town in their public officers and employees. The purpose of this Chapter is to establish guidelines for ethical standards of conduct for all such Town officers and employees by setting forth those acts or actions that are incompatible with the public interest and which compromise, or appear to compromise, public trust in the fairness, independence and integrity of Town officers and employees and their official actions.

#### **SEC. 2-6-3 STATUTORY STANDARDS OF CONDUCT.**

The provisions of the following sections of the Wisconsin Statutes, as from time to time amended, are made a part of this Chapter and shall apply to all public officers and public employees whenever applicable, to wit:

- (a) **Section 946.10.** Bribery of Public Officers and Employees.
- (b) **Section 946.11.** Special Privileges from Public Utilities.
- (c) **Section 946.12.** Misconduct in Public Office.
- (d) **Section 946.13.** Private Interest in Public Contract Prohibited.

#### **SEC. 2-6-4 SPECIFIC CONFLICTS OF INTEREST.**

- (a) **Use of Public Property.** No public officer or employee shall use or permit the use of Town vehicles, equipment, materials or property for personal convenience or profit, except when

such services are available to the public generally or are provided as Town policy for the use of such officer or employee in the conduct of official business, as authorized by the Town Board or authorized board, commission or committee.

- (b) **Conflicts of Interest; Disclosure of Interest.** Except as provided herein, no public officer or public employee shall engage in any business transaction with the Town, or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties or will tend to impair his independence or judgment or action in the performance of his official duties. Any public officer or employee who has a substantial financial interest, including employment, in any business entity entering into, proposing to enter into or moving on any transaction with the Town, or as part of his official duties will be making an official decision or recommendation significantly affecting a business competitor, client or regular customer, shall disclose such interest to the membership of the Town Board (or committee, board or commission thereof, as appropriate) to be recorded in the minutes of that body. Upon such disclosure, it is advised that the public officer or employee abstain from voting on the matter and from participating in the discussion of the matter.
- (c) **Representing Private Interests Before the Town Board or Town Agencies.** No public officer or employee, including persons or firms engaged to provide professional services to the Town, shall represent, for compensation, private interests before the Town Board or any village board, commission or committee without disclosure of the private business relationship and explicit consent of the Town Board.
- (d) **Disclosure of Confidential Information.** No public officer or employee shall, without proper authorization of the Town Board, disclose confidential information concerning the property, government or affairs of the Town, nor shall he use such information to advance the financial or other private interest of himself or others.
- (e) **Gifts and Favors.** No public officer or employee shall accept anything of value whether in the form of a gift, service loan or promise from any person, who, to his knowledge, has a direct financial interest in any transaction or official business with the Town, which may tend to impair his independence of judgment or action in the performance of his official duties. However, it is not a conflict of interest for any public officer or employee to receive a gift of gratuity that is an unsolicited item of nominal intrinsic value, such as a meal up to Ten Dollars (\$10.00) in value.
- (f) **Outside Employment.** No full-time officer of the Town shall engage in any other remunerative employment within or without the Town; provided that the Town Board may approve such outside employment or activity if it finds that it does not interfere or conflict with such ability of the officer or employee to perform his duties in an efficient and unbiased manner.
- (g) **Advisory Opinion.** Any questions as to the interpretation of any provisions of this Ethical Standards Chapter shall be referred to the Town Attorney for an advisory opinion.

Agenda Item  
# 5

**Stauffer Enterprises Inc.**  
**2129 Spring Meadow Lane**  
**Mount Pleasant Wi 53406**  
**262-672-8836**

# Estimate

DATE	ESTIMATE #
6/28/2020	222

BILL TO
Village of Caledonia

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Crawford Park	Replace all missing shingles on entire building. 3 Tab shingles color: autumn Brown	1		700.00
Linwood Park	Remove existing 1 layer of shingles down to roof deck. Replace decking and fascia boards where needed. Install Owens Corning Durations Shingles. Included in this price will be 50 feet of 1x6 fascia boards and 8 sheets of 1/2 inch OSB for roof deck.	1		2,100.00
Memorial Park	Remove existing 1 layer of shingles and inspect decking before installing Owens Corning Duration Shingles.	1		4,300.00
	QUOTE INCLUDES MATERIAL, LABOR AND DISPOSAL OF DEBRIS.			0.00
	10 YEAR WORKMANSHIP WARRANTY ON ALL WORK.			0.00

Let me know if you have any questions. Thanks

**Total** 7,100.00

#5



**CARLSON  
RACINE  
ROOFING**

Racine (262) 632-5920  
FAX (262) 632-0958

2401 Eaton Lane  
Racine, Wisconsin 53404

**& SHEET METAL, INC.**

July 1, 2020

Mr. Keith Gronke  
Town of Caledonia  
[kgronke@caledonia-wi.gov](mailto:kgronke@caledonia-wi.gov)

Re: Park Shelters- Reroofing

Mr. Gronke,

Per your request we went out and looked at the three park shelter roofs. You stated you wanted only to patch the Crawford Park shelter but upon inspection we feel this roof needs to be replaced also. We have given you both the repair and replace option on Crawford Park

Our quotations are as follows:

✓ Memorial Park – Shelter #5	\$9,594
Linwood Park	\$3,500
Crawford – Replace missing shingles	\$ 700
Crawford – Full Replacement	\$12,867

Replacement includes tearoff and disposal, new synthetic underlayment, edge metal, new starter and then shingles similar to CertainTeed's Landmark type.

If you have any questions don't hesitate to call.

Sincerely,

Fred L. Petersen  
Carlson Racine Roofing & Sheet Metal, Inc.



# D & D Roofing/General Construction

4849 Charles Street, Racine, WI 53402

Dale Decker 262-989-2257

Email: danddroofing@yahoo.com

**ADDRESS** 5199 Chester Lane  
**CITY:** Racine, WI 53402  
**NAME:** Keith Gronke  
**PHONE:** 262-835-6474  
**DATE:** 7/1/2020

Comments: Suggest adding ridgevent.  
 CRAWFORD PARK  
**EMAIL:**

Remove all existing material from \_\_\_\_\_ house \_\_\_\_\_ roof and prep.  
 Install Ice & Water Sheild on 3 ft \_\_\_\_\_ perimeter  around chimney base  roof to wall  
 Lead \_\_\_\_\_ Pipe covers. Rhino liner (Synthetic felt) N/A Kitchen/  
 bathroom vent. And install all/or of the following materials in the work performance:

- 3 ft Ice & Water Sheilds in Valleys
- Aluminum W-Channel in Valleys
- Cobra Snow Country Ridge Vent System
- New D-Style Drip Edge
- Slant Back Roof Vent
- Prostart Eave/Rake
- 6" Seamless Aluminum Gutters/4" Downspout
- Gutter Hangers Secured With Polebarn Screws With Rubber Washers
- Remove Chimney Below Roof Line
- Remove Chimney Below Roof Line and Install
- 4" B-Vent  8" B-Vent
- Install New Chimney Flashing
- 3x3 Gutter Apron
- Electrical Boot Cover

Shelter	\$ 12,250.00
House Gutters	
Garage	
Garage Gutters	
Chimney Flash	
Facia	
Soffit	

Timber line HD lifetime dimensional shingles with matching cap, pro start eave/rake system  
 dumpsters, permits, clean-up, yard tarped to catch all debris, de-nailed by magnet in yard  
 & 15 year workmanship warranty all included.

- Roof for Troops
- GAF Systems Plus Warranty

**TOTAL JOB:** \$ 12,250.00

**DOWN PAYMENT:** \$ 500.00

**TOTAL DUE:**

Check # \_\_\_\_\_

Paid In Full

Included exclusively through GAF Certified Installers - 50 yrs. of non-prorated protection - GSPW

**Any wood roof decking to be replaced is an additional \$ 1.98 per sq. ft. above quoted price.**

\$ \_\_\_\_\_ down payment, CHECK # \_\_\_\_\_ **BALANCE DUE UPON COMPLETION**

*Down payment is to secure performance and is non-refundable; send payment to above address*

**Customer accepts X** \_\_\_\_\_ **Date X** \_\_\_\_\_

**Witness:**

#5

# D & D Roofing/General Construction

4849 Charles Street, Racine, WI 53402

Dale Decker 262-989-2257

Email: danddroofing@yahoo.com

ADDRESS 7430 5 Mile Rd

CITY: Franksville, Wi

NAME: Keith Gronke

PHONE: 262-835-6474

DATE: 7/1/2020

Comments: Linwood park. Re deck is included in price.

EMAIL:

Remove all existing material from \_\_\_\_\_ house \_\_\_\_\_ roof and prep.

Install Ice & Water Sheild on 3 ft \_\_\_\_\_ perimeter  around chimney base  roof to wall

N/A \_\_\_\_\_ Pipe covers. Rhino liner (Synthetic felt) N/A \_\_\_\_\_ Kitchen/bathroom vent. And install all/or of the following materials in the work performance:

- 3 ft Ice & Water Sheilds in Valleys
- Aluminum W-Channel in Valleys
- Cobra Snow Country Ridge Vent System
- New D-Style Drip Edge
- Slant Back Roof Vent
- Prostart Eave/Rake
- 6" Seamless Aluminum Gutters/4" Downspout
- Gutter Hangers Secured With Polebarn Screws With Rubber Washers
- Remove Chimney Below Roof Line
- Remove Chimney Below Roof Line and Install
- 4" B-Vent  8" B-Vent
- Install New Chimney Flashing
- 3x3 Gutter Apron
- Electrical Boot Cover

House	\$ 5,065.00
House Gutters	
Garage	
Garage Gutters	
Chimney Flash	
Facia	
Soffit	

Timber line HD lifetime dimensional shingles with matching cap, pro start eave/rake system dumpsters, permits, clean-up, yard tarped to catch all debris, de-nailed by magnet in yard & 15 year workmanship warranty all included.

- Roof for Troops
- GAF Systems Plus Warranty

TOTAL JOB: \$ 5,065.00

DOWN PAYMENT: \$ 500.00

TOTAL DUE:

Check # \_\_\_\_\_

Paid In Full

Included exclusively through GAF Certified Installers - 50 yrs. of non-prorated protection - GSPW

Any wood roof decking to be replaced is an additional \$ 1.98 per sq. ft. above quoted price.

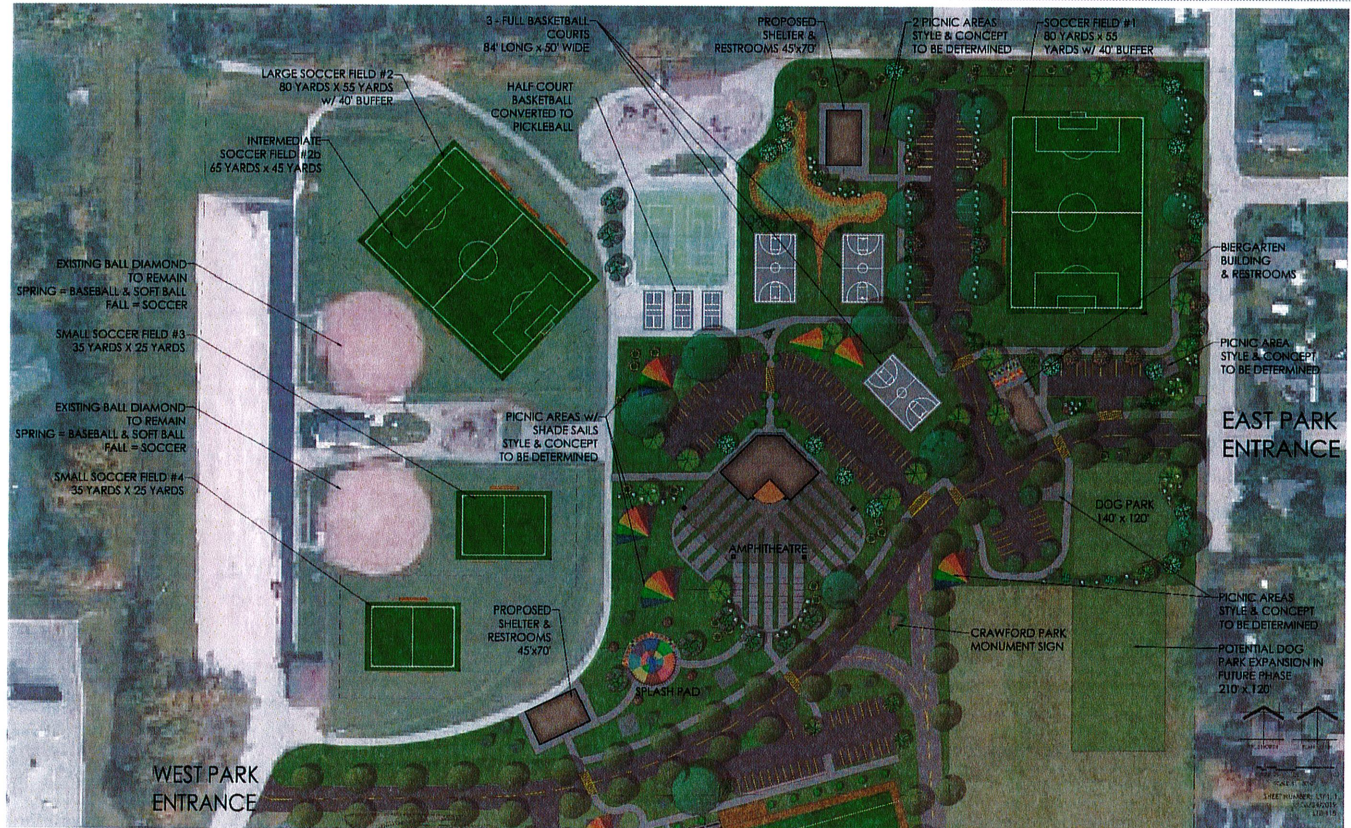
\$ \_\_\_\_\_ down payment, CHECK # \_\_\_\_\_ BALANCE DUE UPON COMPLETION

Down payment is to secure performance and is non-refundable; send payment to above address

Customer accepts X \_\_\_\_\_ Date X \_\_\_\_\_

Witness:

# CRAWFORD PARK PLAN



## CRAWFORD PARK- CALEDONIA, WI

Proposed Park Master Plan

June 24th, 2019



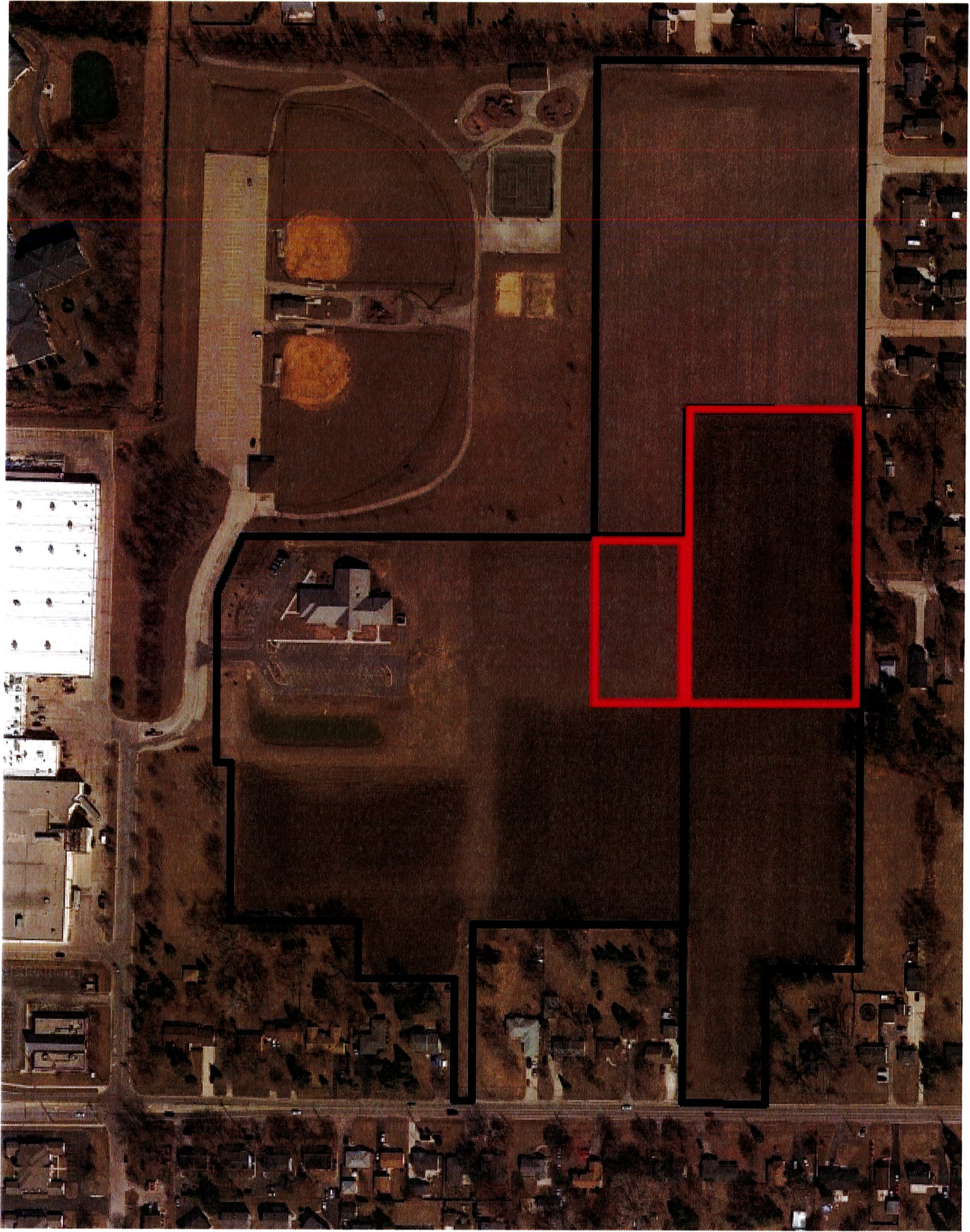
SCALE: 1" = 20' SHEET NUMBER: LVL 1 CRAWFORD PARK PLAN 19

5/25/2019 - NOT FOR CONSTRUCTION

# CRAWFORD PARK PLAN



# CRAWFORD PARK PLAN



**PARK AND CONCESSION STAND USE AGREEMENT BETWEEN  
THE BOARD OF TRUSTEES OF THE VILLAGE OF CALEDONIA AND CALEDONIA  
BASEBALL/SOFTBALL LEAGUE, INC.**

This Park and Concession Stand 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 **THE BOARD OF TRUSTEES OF THE VILLAGE OF CALEDONIA**, (the "Owner"), and **CALEDONIA BASEBALL/SOFTBALL LEAGUE, INC.** (the "User"), as represented by Cheryl Ketzner. Referenced together, the Owner and the User are the "Parties" to this Agreement.

**WITNESSETH:**

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

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

**WHEREAS**, the User operates a youth baseball league for Caledonia children, which needs a baseball diamond to play its games and a concession stand to operate concessions; 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; Not Assignable.** This Agreement shall be in effect for the period from April 1 through August 10, 2020, for operations, and August 31, 2020, for the purpose of cleaning the concession stand. This Agreement shall be reviewed annually and may be extended for additional terms by written amendment to this Agreement. The Agreement is not assignable by the User. This Agreement does not grant any ownership interests.
- 2) **Concession Stand.** The User shall have all property removed from the concession stand and the stand completely cleaned by August 31, 2020, granted 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.
- 3) **Ball Diamonds.** This Agreement allows the User use of the two ball diamonds at Crawford Park for the term above. This does not authorize exclusive-use of the ball diamonds; members of the public may use these areas when the ball diamonds are not in-use for User

activities and prior to 3:00 p.m. on weekdays.

- 4) **General use of the Park.** The Park is a public Park, and nothing in this agreement prohibits use of the Park for by the general public.
- 5) **Permits/Approvals.** The User shall be responsible for all needed 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.
- 6) **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.
- 7) **Keys.** The User shall have access to six (6) 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 when games are completed at the end of each day or immediately after the games are concluded if activities will conclude for the day at that time. The User shall ensure that the restrooms are clean at the end of each day of use by the User. The User shall place all full bags of trash and boxes from restroom in the assigned area as agreed upon by the Parties for pick-up. The User shall return the keys to the Owner by August 31, 2020.
- 8) **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, and surrounding areas are clean and presentable at all times while in use. The User shall be responsible for maintaining the ball diamonds and returning them at the end of the season in a condition equal to or better than they were received at the start of the season. The User shall be responsible for cleaning the concession stand after use for an event. The Owner shall be responsible for the cleaning and general maintenance at all other times.
- 9) **Repairs.** Any repairs that are needed to the concession stand or grounds must be reported to the Owner in a timely manner, 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.
- 10) **Supplies.** The User shall provide all supplies required for field preparation, including, but not limited to, chalk, and related equipment. The User shall provide all first aid supplies to their participants, invitees and guests. The Owner will spray for weeds as it determines

necessary prior to the season and provide help and direction to the User in prepping the diamonds for the start of the season to ensure that the preparation is in compliance with Owner requirements.

- 11) **Improvements.** Permanent improvements shall only be installed with prior approval of Owner at the cost of the User, unless otherwise agreed by Owner. Any permanent improvements to the premises will become property of the Village of Caledonia. Examples of permanent improvements include lighting, adding dirt to low areas, possible drain tiles and reseeded 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. 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.
- 12) **Storage Space.** The User will be provided space in the Maintenance Building at Crawford Park to store one motorized piece of equipment to be used for dragging the fields and a limited number of manual tools and supplies needed for proper field upkeep and preparation, such as rakes, wheelbarrows, lining machines, etc. All items must be clearly marked as "Property of Caledonia Ball," or similar wording, and must be removed by August 31, 2020, unless granted specific permission in writing at least 30-days prior from The Owner to leave them in the Maintenance Building. 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.
- 13) **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 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, 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 of Caledonia, and their respective officials, officers, employees, and agents, shall be named as an additional insured for General Liability and Automobile Liability.
- 14) **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.
- 15) **Scheduling.** The User will provide the User a schedule of all games and events, such as tournaments, prior to April 1 and these times shall be considered reserved. 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 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 User is notified prior to April 1 of not more than 6 separate dates during the terms of this agreement.
- 16) **Consideration.** In exchange for assuming the upkeep of the fields and Ballpark area, no other remuneration will be required from the User for related expenses for the duration of this Agreement, except as may be required to repair attributable to uses by the User under this Agreement.
- 17) **Copies of permits and certificates.** The User shall provide copies of their certificate of insurance, permits related to the operation of the concession stand and User schedules prior to receiving keys on April 1.
- 18) **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 April 1, at which time any deficiencies will be noted and addressed. The User shall pay the Owner a Deposit of \$750, due by April 1, 2020. Representatives of the two parties will again walk-through and inspect the facilities at the end of the season and prior to August 31, 2020. The Deposit will be refunded to the User within 30-days, minus any charges based on condition, damage or deficiency attributable to the User.

- 19) **Termination.** The Owner shall have the right to terminate this Agreement immediately if the above conditions are not followed. 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.
- 20) **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 User for any injury, or damage caused by third parties, or by any condition of the facilities.
- 21) **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.
- 22) **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.
- 23) **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:  
Caledonia Baseball/Softball League, Inc.  
R/A Cheryl Ketzer  
624 Kentwood Dr.  
RACINE, WI 53402

To Owner:  
The Village of Caledonia  
5043 Chester Lane  
Caledonia, WI 53108

With a copy to the Village  
of Caledonia Administrator:

Village Administrator  
Village of Caledonia  
5043 Chester Lane  
Caledonia, WI 53108

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 as of the last date listed below.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_

James Dobbs, Village President

DATE: \_\_\_\_\_

Attest: \_\_\_\_\_

Karie Pope, Village Clerk

**CALEDONIA BASEBALL/SOFTBALL INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

[Picture of Crawford Park to be included]