

**PARK & RECREATION ADVISORY COMMITTEE MEETING**

**Monday, September 14, 2020 at 5:30 PM**  
**Caledonia Village Hall – 5043 Chester Lane**

**THIS WILL BE AN IN-PERSON MEETING – MAX NUMBER OF IN-PERSON CITIZEN ATTENDEES 16**  
**ALL ATTENDEES MUST WEAR A FACE COVERING**

1. Call to Order
2. Approval of Minutes
3. Public Comment (2 minutes/person)
4. Maintenance Report from Tom Lazcano
5. Southern Lakes Blue Devils Football Club
6. Follow Up on Parks Clean Up and Volunteers
7. Discussion on Community Gardens
8. Discussion on Walk Path
9. Discussion on Joint Park Operations
10. Discussion on 2021 Budget
11. Discussion on 2021 Rental Rates for Park Use
12. New Business
13. Adjournment

Dated this September 11, 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.

**Park & Recreation Advisory Committee Meeting  
July 15, 2020**

Committee: Caledonia Trustee Tom Weatherston, Caledonia Trustee Lee Wishau, Residents: Josh Sopczak, Mark Leskowitz, Amber Yocco, Michael Lambrecht.

Absent: Christian De Jong

Staff/Others: Development Director Peter Wagner, Attorney Elaine Ekes, Attorney Tyler Helsel

**1. Call the meeting to order**

Meeting was called to order at 5:30 pm by Weatherston

**2. Public comment**

No public attended.

**3. Committee Orientation, Including a Review of the Governing Ordinance, Open Meetings and Public Requirements**

Ekes introduced herself and Helsel to the board

Helsel went over Ordinance Requirements, Powers and Duties

Ekes went over Open Meetings law, Definition of and laws concerning: Governmental bodies, meeting, Numbers of members needed for voting, Quorum, Negative Quorum, Walking Quorum and the dangers regarding open meeting violations, Telephone and Video conference, Notices and agenda requirements, Agenda setting and content, Open session or closed session, Exemptions that may apply, Village Attorney, Common Concerns, Special issues: Emails and Texting, Village Staff Pointers, Penalties for Violations.

Helsel went over Public Records, Definitions of Public Record, Key Concepts, What is not generally included in Records, Points to Remember, Requests, Responses, Social media content regarding Government business on personal pages vs official posts by Village personal, personal Voicemail records regarding village business, Village staff concerns, Penalties for Violations.

Sopczak asked for clarification of record keeping regarding personal voicemail and personal email from private citizens regarding board business. Ekes and Helsel clarified how and what to save and for what amount of time.

Ekes went over Conflicts of interest and ethics including local ordinance (Title 2 Ch. 6) and Wisconsin state statutes (Particularly Sections 946.10, 946.11, 946.12, and 946.13), Specific conflicts of interest, Conflicts of interest; Disclosure of Interest- Broader than State Statute, Advisory Opinion

**4. Caledonia Youth Baseball Park Use Agreement**

Presentation of Agreement and recent changes due to Covid 19 explained by Helsel

Toni suggested adding a fee structure for park usages to be presented at another meeting

Helsel and Weatherston clarified for the board past agreements and possible future agreements

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Recommendation to the village to update park usage and fee structure including new language regarding covid 19 procedures.

Motion by Sopczak

2<sup>nd</sup> by Lambrecht

All board members agreed

**5. Discuss a request for organization of a park clean up day at Chapla Park**

Weatherston brought up an email received by a private citizen to clean up Chapla Park.

Sopczak is speaking to rootpikewin to organize a cleanup day

Wagner spoke about adding a garbage and recycling binn

Wishau recommended organizing volunteers to clean up Chapla park and organize a volunteer group to help keep the park clean instead of using village funds

Sopczak spoke about Root-pike-win and how they can help

Discussion tabled for next meeting

**6. Shelter Roof Quotes**

Wagner presented the quotes that were received for Crawford building, Linwood park, and memorial park Shelter #5

Wishau asked for clarification of type of shingle and why shingle vs metal

Wagner clarified 30 year shingle

Weatherston spoke about his opinion of metal

Wishau finished presenting quotes

Weatherston asked if there is a discount

Wagner stated no discount is offered

Sopczak asked the difference between repair vs replacement

Wagner compared the different quotes

Wishau recommended to move to village board

2<sup>nd</sup> by Lambrecht

All agreed motion passed

**7. Crawford Park Plan**

Wagner Presented the proposed design for the Crawford park plan

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Wishau asked for clarification of which plan

Wagner Confirmed which plan the board is considering including drawbacks

Wishau asked why there are proposed soccer field when we have soccer fields that are not in demand at other parks

The board discussed what is in demand and what will not be used and what concerns the board has.

Tabled until another meeting

**8. Walking/Biking Trails & Grants**

Wishau presented a proposal to add walking/biking trails along various village properties and grants available

The board discussed whether the board should explore plan development

Tabled until another meeting

**9. Future meeting date and time**

Weatherston proposed a new date and time to meet

Board discussed what availability is for board members

Weatherston proposed the 2<sup>nd</sup> Monday's of the Month

Next meeting August 10, 2020 5:30PM

**10. Adjournment**

Sopczak proposed motion

2<sup>nd</sup> by Lambrecht

All agreed meeting adjourned

**VILLAGE OF CALEDONIA VOLUNTEER WAIVER AND RELEASE OF LIABILITY FORM**

This Volunteer Waiver and Release of Liability, executed on this \_\_day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ (the "Volunteer") in favor of the Village of Caledonia and its elected officials, officers, employees, and agents (collectively "Municipality").

**WAIVER AND RELEASE**

The Volunteer freely, voluntarily, and without duress executes this Waiver and Release under the following terms:

The Volunteer does voluntarily agree to release, defend, hold harmless, indemnify, and forever discharge the Municipality, its officials, officers, departments, committees, employees, agents, representatives, and successors from any and all liability, claims, and demands, either in law or in equity, which arise or may hereafter arise from Volunteer's activities with and for the Municipality. The Volunteer understands this Waiver and Release discharges the Municipality from any and all liability or claim the Volunteer may have against the Municipality with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's activities with the Municipality, whether caused by the Volunteer or by the negligence of the Municipality or its officers, directors, employees, agents, or otherwise. However, the Municipality and the Volunteer understand the Municipality is not released from liability for harm incurred by the Volunteer which results from the Municipality's intentional or reckless conduct.

The Volunteer understands the Municipality does not assume any responsibility or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness to the Volunteer.

**ACTIVITIES AND RISK**

The Volunteer desires to work as a volunteer for the Municipality and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands the activities may include, but are not be limited to, cleaning up along areas that may be steep and hazardous, cleaning up near highways or roads that may have motor vehicle traffic, picking up broken glass, rusty cans, and other potentially dangerous trash, and cleaning up in or near an area that may contain harmful pollutants. The Volunteer understands the Activities may require, but are not be limited to, bending, lifting, walking, tossing, carrying, reaching, crouching, twisting, turning, moving among/around vehicles, and interacting with citizens.

The Volunteer understands the Activities include work that may be hazardous to the Volunteer. Such hazards include, but are not limited to, slipping, tripping, falling; sprains, strains, breaks, bumps, bruises, abrasions and other injuries from bending, twisting, turning, crouching, reaching, and from moving, tossing, lifting and carrying items; injuries if struck by a vehicle; cuts up to and including amputation and death; auditory damage from loud noise; damage to the eyes, skin and



## WAIVER AND RELEASE OF CLAIMS

By signing below, I expressly agree and understand that I am utilizing and/or volunteering at facilities owned and operated by the Village of Caledonia at my own risk in order to engage in the recreation, volunteer or other personal activities. I understand the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization (WHO). Further, I acknowledge that COVID-19 cases have been confirmed in Racine County, Wisconsin and surrounding counties. In accordance with guidance issued by the WHO, the United States Centers for Disease Control and Prevention (CDC), and the Wisconsin Department of Health Services (WDHS), for slowing the transmission of COVID-19, I hereby agree, represent, and warrant that I am not and shall not enter onto Village property within 14 days after returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, after known exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or after known exposure to any person who has a suspected or confirmed case of COVID-19. I agree that I am aware of the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) and agree to check this list prior to signing this waiver. I hereby agree, represent, and warrant to not enter Village facilities if I am experiencing any symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or have a suspect or diagnosed/confirmed case of COVID-19, or if I have experienced any such symptoms within the prior 14 days.

I understand and agree that the Village of Caledonia has taken reasonable steps to implement recommended guidance and protocols issued by Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the restrictions set forth herein. I understand the inherent dangers for exposure to COVID-19 and other injuries while engaged in the foregoing activities on Village property, which could result in quarantine requirements, serious illness, disability, and/or death, and I hereby assume full responsibility for, and risk of, illness, bodily injury, or death. Having read and understood the above warning, I recognize the importance of reviewing and following the guidance issued by the WHO, CDC, and WDHS, as well as the Village's policies and procedures related to same. By signing this agreement, I agree to be responsible for personal safety and hygiene while engaged in the foregoing activities on the Village property, and I agree to abide by any and all Village of Caledonia rules and procedures related to social distancing and use of personal protective equipment (PPE), including, but not limited to face masks or shields.

I further agree to hold harmless the Village of Caledonia, including its employees and agents, and including any and all insurers thereof, from any and all claims, suits, obligations or other liabilities of any kind which arise or may arise out of my engagement in the aforementioned activities on Village property. Further, I agree to indemnify any of the aforementioned persons and/or entities to the extent of any damage claims, including attorney fees, which arise or may arise out of my activities on Village property.

**I have read this Waiver and Release of Claims thoroughly and fully understand and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives. No one has made any representations, statements, or inducements that change or modify anything written in this Waiver and Release of Claims.**

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Name (print)	Signature / Legal Guardian's Signature	Date
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Street Address	City	State	Zip Code	Phone
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