

PARK & RECREATION ADVISORY COMMITTEE MEETING Monday, March 14, 2022 at 5:30 PM Caledonia Village Hall – 5043 Chester Lane

- 1. Call to Order
- 2. Approval of Minutes
- 3. Public Comment (2 minutes/person)
- 4. Pop-Up Beer Garden Discuss potential dates and times for a possible temporary beer garden event at Crawford Park.
- 5. RAISE Grant Review potential partnership with SEWRPC to apply for a RAISE grant that may provide funding for a recreational trail along the Klema Ditch from Crawford Park to Olympia Brown School.
- 6. Caledonia Youth Baseball League Review 2022 Park User Agreement for Crawford Park utilizing baseball diamonds for league play.
- Gorney Dog Park Continue discussion about potential development of the southern portion of Gorney Park along 7 Mile Road.
- Crawford Park Expansion Plan Continue discussion regarding the development of Crawford Park.
- 9. Adjournment

Dated this March 11, 2022

Joslyn Hoeffert Village Clerk

Only committee members are expected to attend. However, attendance by all Board members (including nonmembers 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.

Committee: Caledonia Trustee Tom Weatherston, Caledonia Trustee Lee Wishau, Residents: Mark Leskowicz, Michael Lambrecht, Christian De Jong, Andrew Kallenbach

Excused: Josh Sopzcak

Staff/Others: Peter Wagner, Dale Stillman, Ryan Schmidt

<u>1. Call the meeting to order</u>

Meeting was called to order at 5:00 pm by Weatherston

2. Approval of Minutes

DeJong moved to approve the minutes, 2nd by Lambrecht motion carried unanimously

3. Public comment

None

4. Gorney Dog Park discussion

Wagner opened the discussion by pointing out that the southern portion of Gorney Park is not utilized, maintenance consists of lawn mowing only. Wagner included an article that discussed the growing demand for dog parks and what to expect from them. Dog licenses were reviewed to see where "registered" dogs are located in Caledonia. Wishau presented a preliminary drawing of the dog area boundaries, fencing needs, other potential amenities and referred to the presentation done in 2021. There are a growing number of communities that provide dog parks. Some dog parks charge a nominal fee. All dog parks include plastic bags and excrement collection stations. The survey done by the previous park committee listed dog parks as high on the list of requests. A rough estimate of fencing costs will need to be updated based on a more detailed plan.

5. Crawford Park Master Plan discussion

Wagner discussed the materials provided from the previous parks commission. The past Crawford park survey, master plan and a limited survey done by DeJong were discussed. The impact of the public safety proposed location will need to be considered. Known demand exists for pickleball courts. Once a prelim master plan is completed it will need to be presented to the board for consideration.

6. Request for Proposals – Crawford Park Master Plan

A potential RFP to assist in developing a Crawford Park master plan was discussed. Wagner discussed possible methods to solicit 3rd party assistance in developing a master plan. More information to be provided at the next meeting.

7. Adjournment

Wishau moved to adjourn, 2nd by DeJong. Motion carried unanimously @ 5:55 PM.

Dog Days of Summer

Pop-up Beer Garden at Crawford Park

What, When, Who?

- Temporarily allow dogs for event
- August 12th & 13th (Tentative)
 - Friday (4-9); Saturday (2-9)
- Hop Heads (Vendor)
 - Non-Profit Sponsor for Picnic License
 - Caledonia Historical Society

Where?

• Crawford Park (Shelter Reserved)



PARK USE AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE VILLAGE OF CALEDONIA AND CALEDONIA BASEBALL/SOFTBALL LEAGUE, 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 **VILLAGE OF CALEDONIA**, (the "Owner"), and **CALEDONIA BASEBALL/SOFTBALL LEAGUE**, **INC.** (the "User"), as represented by a Board Member. Referenced together, the Owner and the User arc 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 Appendix A; and

WHEREAS, Appendix 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 September 1, for operations and for the purpose of cleaning the concession stand. This agreement shall have an initial term of one year from the effective date. Upon expiration of the initial term, this agreement shall automatically renew from year to year for a period of five years from the initial term or until either party notifies the other in writing of an intent not to renew the contract. The Village's Director of Development 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 September 1 and March 15. This Agreement is not assignable by the User.
- 2) No Ownership Granted. This Agreement does not grant any ownership interests.
- 3) **Concession Stand.** The User shall have all property removed from the concession stand and the stand completely cleaned by August 31, 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.

- 4) Ball Diamonds; Not Exclusive Use. 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 before the fields have been prepped by the User or are not in-use for User activities and prior to 3:00 p.m. on weekdays. For avoidance of doubt, unless specifically authorized by the Village's Development Director or Designee, the fields should not be prepped before 3:00 pm on weekdays.
- 5) **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.
- 6) **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.
- 7) **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.
- 8) **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 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, 2021.
- **9) 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 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 Owner shall be responsible for the cleaning and general maintenance at all other times. 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 in the assigned area for pick-up. The bathrooms will be clean and fully stocked by the Owner at the beginning of each weekday. User shall be responsible to restock supplies in the bathrooms as needed each day during use.
- 10) **Repairs.** Any repairs that arc 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.

- 11) **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 its 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. The Owner shall provide all supplies required for the bathrooms, including, but not limited to, toilet paper, hand towels and soap for washing hands. The User shall restock for needs over the course of the day.
- 12) 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 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. 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. However, in no case shall any banner be placed on the concessions building or bathroom building.
- 13) **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, 2021, 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.
- 14) **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;
- 15) 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.
- 16) **COVID-19 Waiver of Liability:** User, its employees, volunteers, players, parents, 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, players, parents, and other attendees. User, its employees, volunteers, players, parents, and other attendees, and User, its employees, volunteers, players, parents, and other attendees hereby forever releases and waives any right to bring suit against Owner, the Village of Caledonia, and Owner's 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, players, parents, and other attendees determined to bring 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.

- 17) 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.
- 18) **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.
- 19) **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 April 1.
- 20) **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, 2021. Representatives of the two parties will again walk-through and inspect the facilities at the end of the season and prior to August 31, 2021. 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 parties may agree to allow the Deposit to roll over from year-to-year.
- 21) Termination. The Owner shall notify 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 Development Director is authorized to provide any necessary notice of Termination under this Agreement or notices to correct or violation.
- 22) **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.

- 23) **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.
- 24) **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.
- 25) Fee Structure. The fee schedule that sets forth the costs and charges for the use of Crawford Park Grounds and/or Services shall be in accordance with the fee schedule adopted by the Village of Caledonia from year-to-year. User agrees to pay Caledonia Village the fees specified in such adopted fee schedule that is on file with the Village of Caledonia.
- Force Majeure. Neither party will be liable for failure or delay to perform obligations 26) 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.
- 27) **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. Eric Laurence PO Box 194 Franksville, WI 534___

With a copy to the Registered Agent per WI DFI Record of User.

To Owner:

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

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

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The Parties have executed this Agreement effective as of April 1, 2022.

VILLAGE OF CALEDONIA

By:______ James Dobbs, Village President

Attest: ______ Joslyn Hoeffert, Village Clerk

CALEDONIA BASEBALL/SOFTBALL LEAGUE, INC.

By:_____

Name:

Title: _____

APPENDIX A



EXHIBIT A

8

APPENDIX B











RESOLUTION NO. 2022-___

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF CALEDONIA APPROVING A PARK USE AGREEMENT FOR CALEDONIA BASEBALL/SOFTBALL LEAGUE, INC. FOR USE OF THE 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 Caledonia Baseball/Softball League, INC. has a history of playing baseball at the ball diamond at Crawford Park; and

WHEREAS, the Village of Caledonia and Caledonia Baseball/Softball League, INC wish to enter into an agreement governing the use of Crawford Park by Caledonia Baseball/Softball League, INC;

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 April 1, 2022.

Adopted by the Board of Trustees of the Village of Caledonia, Racine County, Wisconsin, this <u>day of March</u>, 2022.

Village of Caledonia

By:

James Dobbs Village President

Attest:

Joslyn Hoeffert Village Clerk

770272.001 (45)





Meeting Date: March 14, 2022



PARK AND RECREATION ADVISORY

Agenda Item: Crawford Park Expansion Plan

Background: Early this year, this committee reviewed an RFP regarding the development of Crawford Park and discussed past park development work that was conducted in 2018. When the RFP was drafted, it was with the understanding that the project was to have a budget of \$50,000, which required an RFP. As part of the budgeting process, the budget was reduced to \$20,000. This change in budget offers flexibility when it comes to deciding how to select the consultant. Per the procurement policy, expenses ranging from \$10,000 to \$25,000 doesn't require an RFP. Instead, staff can solicit written quotes from three vendors and review quotes with the Park Committee then recommends the lowest responsible bidder. The next step would be to get approval from both the Village Administrator and Finance Director. It is the discretion of this Committee to decide whether to proceed with the RFP or vendor quote process. If the Committee wishes to proceed with the vendor quote process, I have provided a sample of consultants who have done work in southeast Wisconsin.

RA Smith (Campus Park, Mt. Pleasant)

GRAEF

JJR Smithgroup (Lake Vista Park, Oak Creek)

Stantec (Abendschein Park, Oak Creek)

Lakota Group

any project under the Village Board adopted a resolution stating that the Village should discuss the possibility of transferring ownership and park operations of the Joint Park with Racine County. At the recent Racine County Board meeting, the County Board approved the transfer and budgeted operational costs for the Joint Park. Per ordinance, this committee along with the Plan Commission and Village Board is required to review the transfer and approve the land ownership transfer.

This transfer will not interrupt existing programs, events, or partnerships that currently occur in the park. Starting in 2022, Racine County will be operating the park and be responsible for such things as facility rentals and maintenance, contracts with vendors such as Hop Heads LLC, and the lacrosse/soccer tournament agreements. Staff will work with County Staff to ensure a smooth transfer of ownership.

For sale of parkland within the Village, a recommendation by the Parks Advisory Committee is required. Below is a proposed motion:

Item No. 8

That the Parks and Recreation Advisory Committee recommends to the Village Board that the transfer of ownership of the Caledonia-Mt. Pleasant Memorial Park to Racine County be approved based on the fact that the Village residents will still have full access to the park for park, open space, and recreational uses and that the parcels be restricted to parkland use.

Respectfully submitted:

Peter Wagner, AlCP Development Director