



PARK & RECREATION ADVISORY COMMITTEE MEETING

**Monday, September 11, 2023 at 5:30 PM
Caledonia Village Hall – 5043 Chester Lane**

1. Call to Order
2. Approval of Minutes from the July 10, 2023 Meeting.
3. Public Comment - Provides a two-minute opportunity for citizens to voice opinions to the Village Board. The Village Board cannot respond as this may conflict with open meeting requirements.
4. Discussion on allowance of Horses at Gorney Park
5. Discussion on Title 12 specific to 12-1-1(b)
6. Crawford Park Master Grading Plan - Review and Approve
7. St. Catherines High School – Crawford Park Use Agreement - Review and Approve
8. Park and Open Space Plan – Discussion on Future Park Focus
9. Adjournment

Dated this September 08, 2023

Joslyn Hoeffert
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 10, 2023**

Committee: Trustee/Chairperson Holly McManus, Trustee Nancy Pierce

Resident Members: Christian De Jong, Carl Garnetzke, Mike Albrecht. Absent Tom Divorany.
Excused – Anthony Hammes

Staff/Others: Ryan Schmidt, Pete Wagner

1. Call the meeting to order

5:02pm meeting called to order by Chairperson Holly McManus.

2. Approval of Minutes

Minutes from the June 12, 2023 Meeting.

- Motion made by Mike Albrecht – 2nd by Carl Garnetzke, Motion Approved.

3. Public comment

None.

4. Crawford Park Master Grading Plan Update

Staff presented an update to the Committee on Crawford Park Master Grading and Drainage Plan. The plan is at the 90% stage and going through review by staff and work by the consultant. Discussion on the possibility of stormwater pond holding fish occurred and ability to modify a smaller storm water pond to meet standard depth of 5' or become a dry basin (near playground). Christian DeJong stated if modifying storm water ponds, that Heidi Drive should be used as access instead of Sunshine Drive to save roadway costs. Discussion ensued on potential costs to implement the plan and installing new amenities in the park. The Committee discussed what steps would need to be taken to recommend support of the proposed plan.

5. The Glen at Water's Edge – Final Plat Park Acceptance

Staff presented the proposed final plat for the subdivision that would include a 4-acre park that will be dedicated to the Village once the plat is recorded. No motions made.

6. Title 12 – Full Review

Staff updated the Committee on the proposed changes to the ordinance to allow dogs on leash in the parks. The L&L committee approved the changes; however, the L&L committee suggested an overall revision to the Title to accommodate. Mike motioned to table the full review of Title 12, Nancy 2nd. All aye, motion approved.

7. Caledonia Youth Baseball – Crawford Park Use Agreement Update

Staff explained that the CYB owner could not meet the criteria of the park user agreement nor able to pay dues, as a result the owner decided to end the user agreement and no longer operate in Crawford Park. The Village agreed to the end of the user agreement.

8. Chapla Park

Committee reviewed the POSP plan focusing on Chapter 4 development opportunities for the park. The Committee agreed that current items be removed and replaced with off street pedestrian trail, sitting wall, adult designed swings overlooking bluff, picnic tables, more benches.

9. Linwood

Committee reviewed the POSP plan focusing on Chapter 4 development opportunities for the park. Focus should be on improving aesthetics, screen port o potty and dumpster. Replace fencing. Leave kayak launch but make it low priority. No expanded restrooms, no hiking trails, and eliminate general development.

10. Future Meetings

Next meeting scheduled for September 11th at 5pm.


11. Adjournment

Motion to adjourn by Carl. Second by Christian De Jong - 6:16 pm. All Aye. Motion carried unanimously.

MEMORANDUM

Date: September 7, 2023

To: Parks and Recreation Committee

From: Ryan Schmidt, P.E.
Village Engineer 

Re: **Crawford Park Master Grading and Drainage Plans**

BACKGROUND INFORMATION

Clark Dietz was retained by the Village early in 2023 to complete the Master Grading and Drainage Plans for the full build out of Crawford Park. This has been one of the first steps following the approval of the Crawford Park Master Plan that was approved in Fall of 2022. These plans have been shown to the committee at numerous meetings as the progress and information has been updated.

The plans include multiple storm water management ponds, proposed elevations for the grading of the site, elevations of the path and parking lot, and elevations of the proposed amenities. The project plans include overview sheets, detailed drawing sheets, a cost estimate for the main portions of the project, a storm water management plan, and a recommended phase build out for the grading and drainage.

Staff has reviewed the plans and recommend conditional approval of the plans pending further Staff review and commentary. Staff recommends that the Village budget the necessary funding to begin a portion of this project as soon as possible to continue the park expansion. The Utility Commission has reviewed and conditionally approved the Storm Water Management Plan on September 6th, 2023.

RECOMMENDATION

Move to recommend conditional approval of the Crawford Park Master Grading and Drainage Plan subject to any minor revisions by the Village Engineer and Director of Public Services.

Conceptual Grading Estimate and Construction Phases

Village of Caledonia - Crawford Park

Date:08/28/2023

STEP 1	Stormwater & Grading Bid Items	Unit	Unit Price	Estimate Quantity	Total Cost
	Pond Excavation (North Pond) and Grading	CY	\$ 15.00	1,500	\$ 22,500.00
	Pond Excavation (South Pond 1) and Grading	CY	\$ 15.00	9,500	\$ 142,500.00
	Pond Excavation (South Pond 2) and Grading	CY	\$ 15.00	4,500	\$ 67,500.00
	Topsoil Strip and Stockpile (+/-12 acres)**	CY	\$ 7.50	20,000	\$ 150,000.00
	Storm Sewer (12-inch Diameter, RCP)	LF	\$ 110.00	150	\$ 16,500.00
	Storm Sewer (12-inch Diameter, CMP)	LF	\$ 90.00	20	\$ 1,800.00
	Storm Sewer (18-inch Diameter, HDPE)*	LF	\$ 90.00	610	\$ 54,900.00
	Storm Sewer (18-inch Diameter, RCP)*	LF	\$ 125.00	185	\$ 23,125.00
	Flared End Section, 12" RCP	EA	\$ 1,000.00	2	\$ 2,000.00
	Flared End Section, 12" CMP	EA	\$ 400.00	2	\$ 800.00
	Flared End Section, 18" RCP*	EA	\$ 2,000.00	3	\$ 6,000.00
	24" Inlet, Neenah F&G	EA	\$ 4,000.00	1	\$ 4,000.00
	48" Manhole, Neenah F&G	EA	\$ 6,500.00	2	\$ 13,000.00
	North Pond OCS	EA	\$ 8,000.00	1	\$ 8,000.00
	South Pond OCS	EA	\$ 8,000.00	1	\$ 8,000.00
	Restoration, Seeding & Mulch (Entire Existing Farm Field)	AC	\$ 4,000.00	16	\$ 64,000.00
	Erosion Control	LS	\$ 25,000.00	1	\$ 25,000.00
Construction Cost					\$ 609,630.00
Total Construction Cost w/					\$ 609,630.00

*18" Storm Sewer items can be replaced with ditching items during interim conditions
**12" of topsoil is assumed. 8"-12" was found in the boring logs for the Public Safety Building.

STEP 2	Swale & Ditching Bid Items	Unit	Unit Price	Estimate Quantity	Total Cost
	Remove Existing Berms, Fill Sledding Hill (Partial), and Grade	CY	\$ 15.00	2000	\$ 30,000.00
	Remove and Replace Trees	EA	\$ 1,000.00	15	\$ 15,000.00
	Culvert (12-inch Diamter, CMP)	LF	\$ 100.00	420	\$ 42,000.00
	Flared End Section, CMP	EA	\$ 300.00	15	\$ 4,500.00
	Ditch Grading	LF	\$ 25.00	1250	\$ 31,250.00
Construction Cost					\$ 122,750.00
10% Contingency					\$ 12,280.00
Total Construction Cost w/					\$ 135,030.00

				124 Parking Stalls		76 Parking Stalls	
STEP 3	Parking & Roadway Aggregate Prep Bid Items	Unit	Unit Price	Estimate Quantity	Total Cost	Estimate Quantity	Total Cost
	Base Aggregate (8" Under Parking/Drive)	Ton	\$ 25.00	3760	\$ 94,000.00	2970	\$ 74,250.00
				Construction Cost	\$ 94,000.00	\$ 74,250.00	
				10% Contingency	\$ 9,400.00	\$ 7,430.00	
				Total Construction Cost w/	\$ 103,400.00	\$ 81,680.00	

				Curb on both sides of Parking Lot with PCC Sidewalk		Curb on both sides of Parking Lot with HMA Sidewalk	
STEP 4 (Choose Sidewalk Type)	Parking Lot Sidewalk Bid Items	Unit	Unit Price	Estimate Quantity	Total Cost	Estimate Quantity	Total Cost
	Base Aggregate (4" Under PCC Sidewalk)	Ton	\$ 25.00	570	\$ 14,250.00	0	\$ -
	5" PCC Sidewalk	SF	\$ 10.00	11500	\$ 115,000.00	0	\$ -
	Base Aggregate (6" HMA Sidewalk)	Ton	\$ 25.00	0	\$ -	860	\$ 21,500.00
	HMA Surface, 1.75"	Ton	\$ 110.00	0	\$ -	130	\$ 14,300.00
	HMA Binder, 2.25"	Ton	\$ 100.00	0	\$ -	170	\$ 17,000.00
	Construction Cost				\$ 129,250.00	\$ 52,800.00	
	10% Engineering Fee				\$ 12,930.00	\$ 5,280.00	
10% Contingency				\$ 12,930.00	\$ 5,280.00		
Total Construction Cost w/				\$ 155,110.00	\$ 63,360.00		

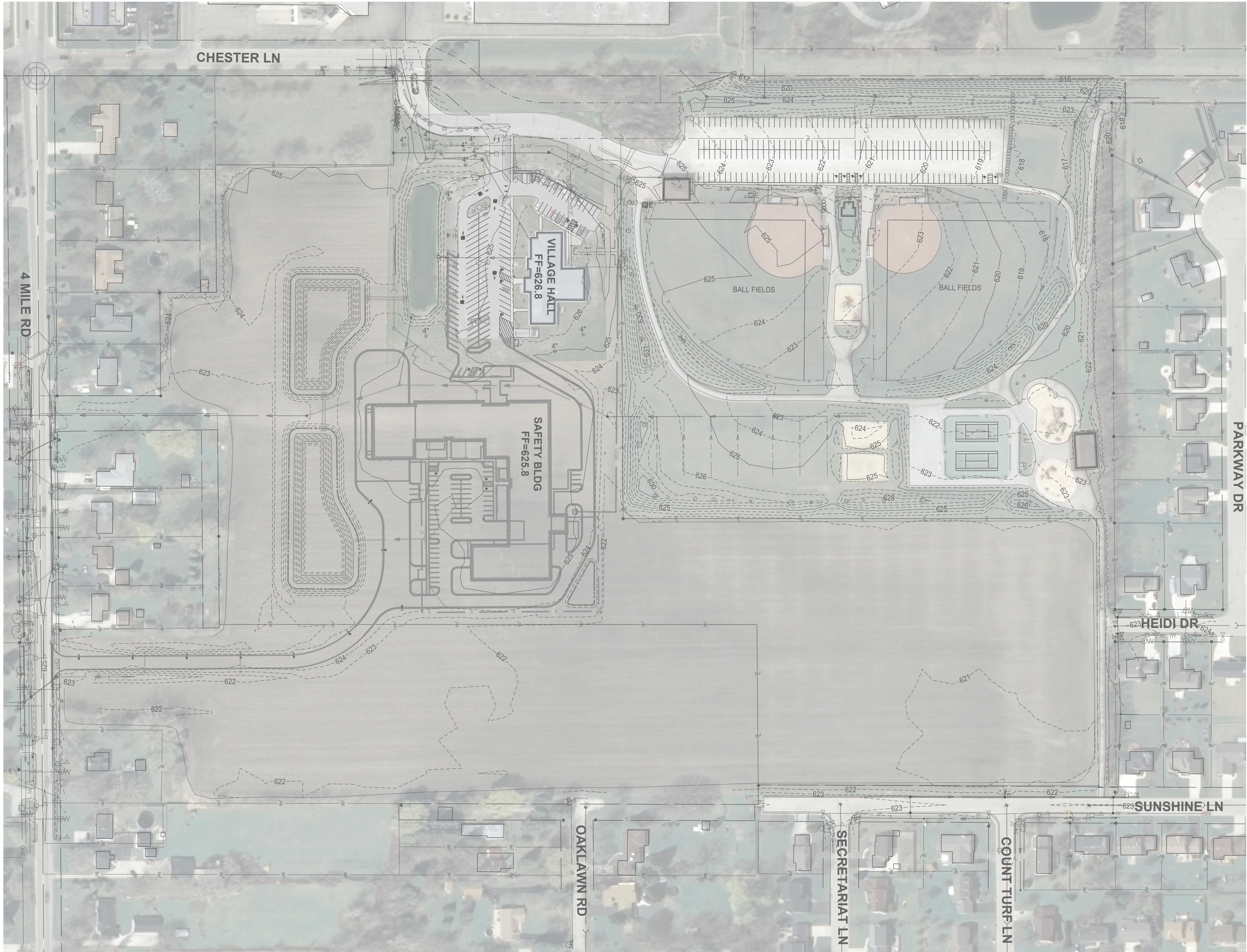
				Curb on both sides of Parking Lot		Gravel Shoulder on both sides of Parking Lot	
STEP 4 (Choose Curb or Shoulder)	Curb and Gutter Bid Items	Unit	Unit Price	Estimate Quantity	Total Cost	Estimate Quantity	Total Cost
	Base Aggregate (6" under Curb)	Ton	\$ 25.00	200	\$ 5,000.00	0	\$ -
	Concrete Curb and Gutter, 18-Inch	LF	\$ 25.00	2600	\$ 65,000.00	0	\$ -
	Gravel Shoulder, 2-Foot	LF	\$ 10.00	0	\$ -	2600	\$ 26,000.00
				Construction Cost	\$ 70,000.00	\$ 26,000.00	
				10% Engineering Fee	\$ 7,000.00	\$ 2,600.00	
				10% Contingency	\$ 7,000.00	\$ 2,600.00	
				Total Construction Cost w/	\$ 84,000.00	\$ 31,200.00	

				124 Parking Stalls with Curb on both sides of Parking Lot		76 Parking Stalls with Curb on both sides of Parking Lot	
STEP 4	Parking/Roadway Paving Bid Items	Unit	Unit Price	Estimate Quantity	Total Cost	Estimate Quantity	Total Cost
	HMA Surface, 1.75"	Ton	\$ 100.00	850	\$ 85,000.00	680	\$ 68,000.00
	HMA Binder, 2.25"	Ton	\$ 90.00	1100	\$ 99,000.00	870	\$ 78,300.00
	Pavement Markings, 4"	LF	\$ 4.00	2480	\$ 9,920.00	1520	\$ 6,080.00
	Pavement Markings, 6"	LF	\$ 5.00	250	\$ 1,250.00	250	\$ 1,250.00
	Pavement Markings, 24"	LF	\$ 10.00	12	\$ 120.00	12	\$ 120.00
				Construction Cost	\$ 195,290.00	\$ 153,750.00	
				10% Engineering Fee	\$ 19,530.00	\$ 15,380.00	
			10% Contingency	\$ 19,530.00	\$ 15,380.00		
			Total Construction Cost w/	\$ 234,350.00	\$ 184,510.00		

				Curb on both sides of Parking Lot	
STEP 5	Sledding Hill Bid Items	Unit	Unit Price	Estimate Quantity	Total Cost
	Restoration, Seeding & Mulch	AC	\$ 4,000.00	2	\$ 8,000.00
	Grading Hill (Off-Site Material Needed)***	CY	\$ 25.00	17500	\$ 437,500.00
				Construction Cost	\$ 445,500.00
				10% Engineering Fee	\$ 44,550.00
			10% Contingency	\$ 44,550.00	
			Total Construction Cost w/	\$ 534,600.00	

*** Does not account for some additional on-site spoils currently at the site

*** Does not account for some additional on-site spoils currently at the site



1 OVERALL EXISTING SITE PLAN

0' 100' 200'

NOTES:

SURVEY REPORT

FIELD WORK PERFORMED BY CLARK DIETZ, INC. SOUTH HALF IN NOVEMBER OF 2021 AND THE NORTH HALF IN JANUARY OF 2023

INTENT OF SURVEY
CLARK DIETZ WAS CHARGED WITH THE PURPOSE OF COLLECTING DATA FOR THE PREPARATION OF DESIGN AND CONSTRUCTION THE NEW SAFETY BUILDING (SOUTH HALF) AND FOR MASTER GRADING PLAN (NORTH HALF).

FIELD MEASUREMENT PROCEDURE
THE TOPOGRAPHIC SURVEY WAS COLLECTED PRIMARILY USING A RTK GPS AND SUPPLEMENTED WITH A ROBOTIC TOTAL STATION.

SUBSURFACE UTILITIES AND FEATURES SHOWN ON THIS MAP HAVE BEEN APPROXIMATED BY LOCATING TOPOGRAPHICAL FEATURES AND APPURTENANCES, BY UTILIZING AVAILABLE UTILITY LOCATION MAPS, AND BY LOCATING VISIBLE HOTLINE FIELD MARKINGS WHEN ENCOUNTERED.
DIGGER HOTLINE TICKET NO. 20221005067 & 20221005078 (SOUTH HALF)
DIGGER HOTLINE TICKET NO. 20230300790 , 91, 95, 96, 20230300801, 02, 08, 09, 16, 17. (NORTH HALF)

RIGHT-OF-WAY AND PARCEL BOUNDARIES
A BOUNDARY SURVEY WAS NOT PERFORMED. ANY RIGHT-OF-WAY AND PARCEL LINES SHOWN HEREON WERE DERIVED USING GIS PARCEL LINES, FOUND PROPERTY PIPES, ANY FOUND RECORDED SURVEYS AND MAY OR MAY NOT BE ACCURATE.

PROJECT DATUMS
BEARINGS AND COORDINATES FOR THIS SURVEY AND MAP ARE REFERENCED TO WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM, 1983. (NAD83.)

ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88) ACQUIRED WITH RTK GPS

HORIZONTAL AND VERTICAL CONTROL POINTS
PRIMARY LOCAL CONTROL WAS ESTABLISHED USING RTK GPS SURVEYING TECHNIQUES. ADDITIONAL CONTROL POINTS AND BENCHMARKS WERE SET USING ROBOTIC TOTAL STATION. A LEVEL LOOP WAS NOT PERFORMED THRU BENCHMARKS AND CONTROL POINTS.

GENERAL NOTES
SINCE THE DATE OF THIS SURVEY, IT IS POSSIBLE CONDITIONS MAY HAVE BEEN ALTERED BEYOND THE KNOWLEDGE OF THE SURVEYOR.

ClarkDietz

625 57TH STREET
6TH FLOOR
KENOSHA, WI 53140
PHONE : 262.657.1550 www.clarkdietz.com

PROJECT TITLE
VILLAGE OF CALEDONIA
CRAWFORD PARK MASTER GRADING
RACINE COUNTY, WISCONSIN

DESIGNED BY: CJB
DRAWN BY:
CHECKED BY:
DATE CHECKED:

4/19/23 1A (PATH)
7/7/23 MASTER GRADING
9/6/23 VILLAGE APPROVAL

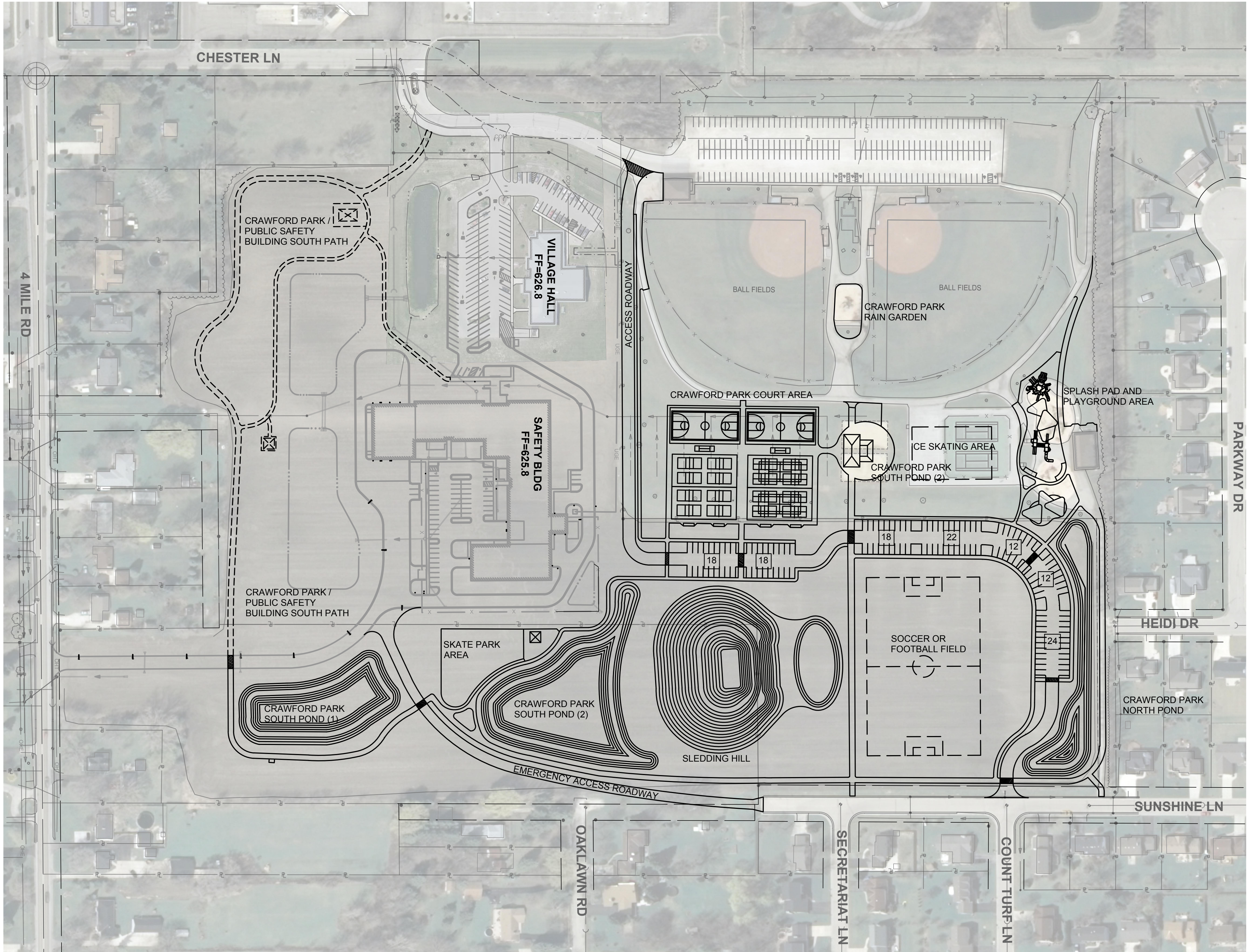
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DRAWING TITLE
OVERALL SITE

PROJECT No.
C0790070

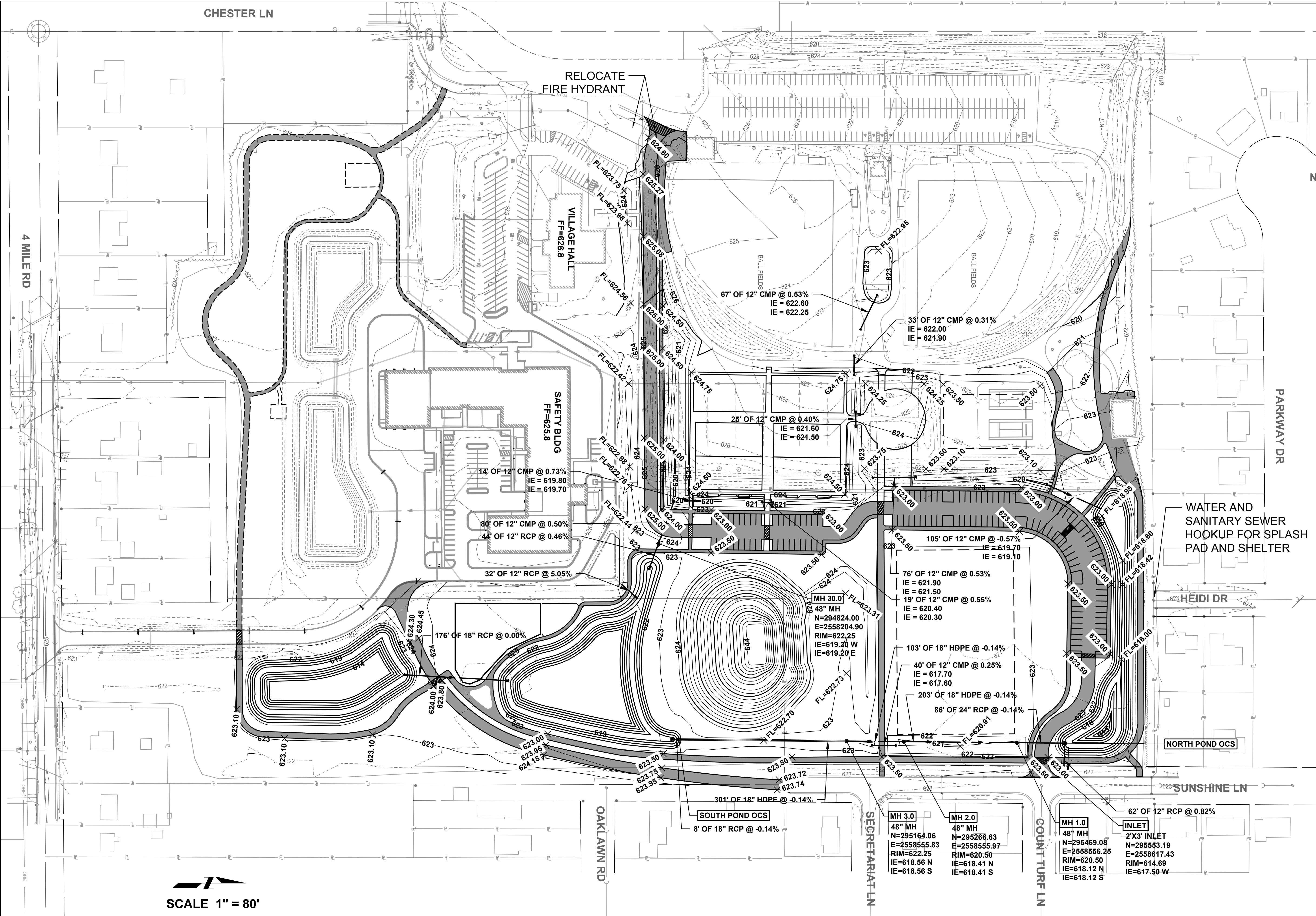
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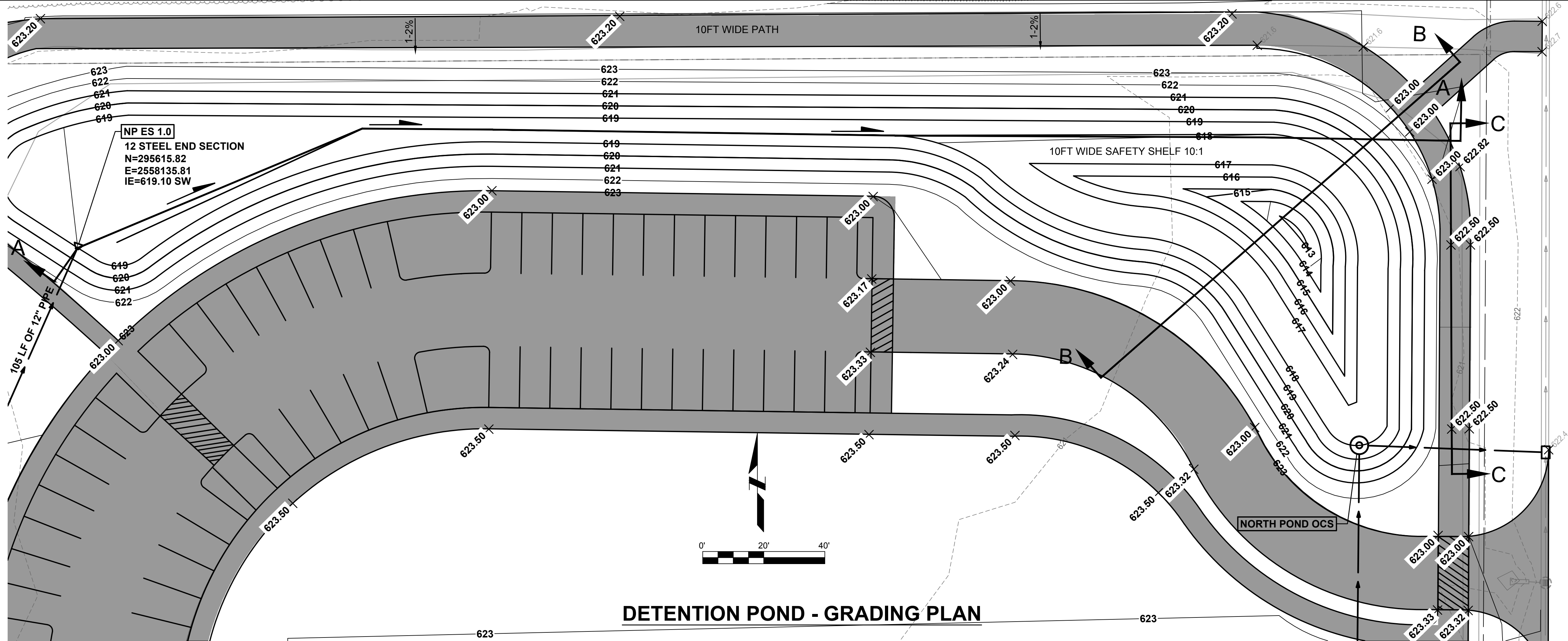
DWG 1 OF 12 DWGS

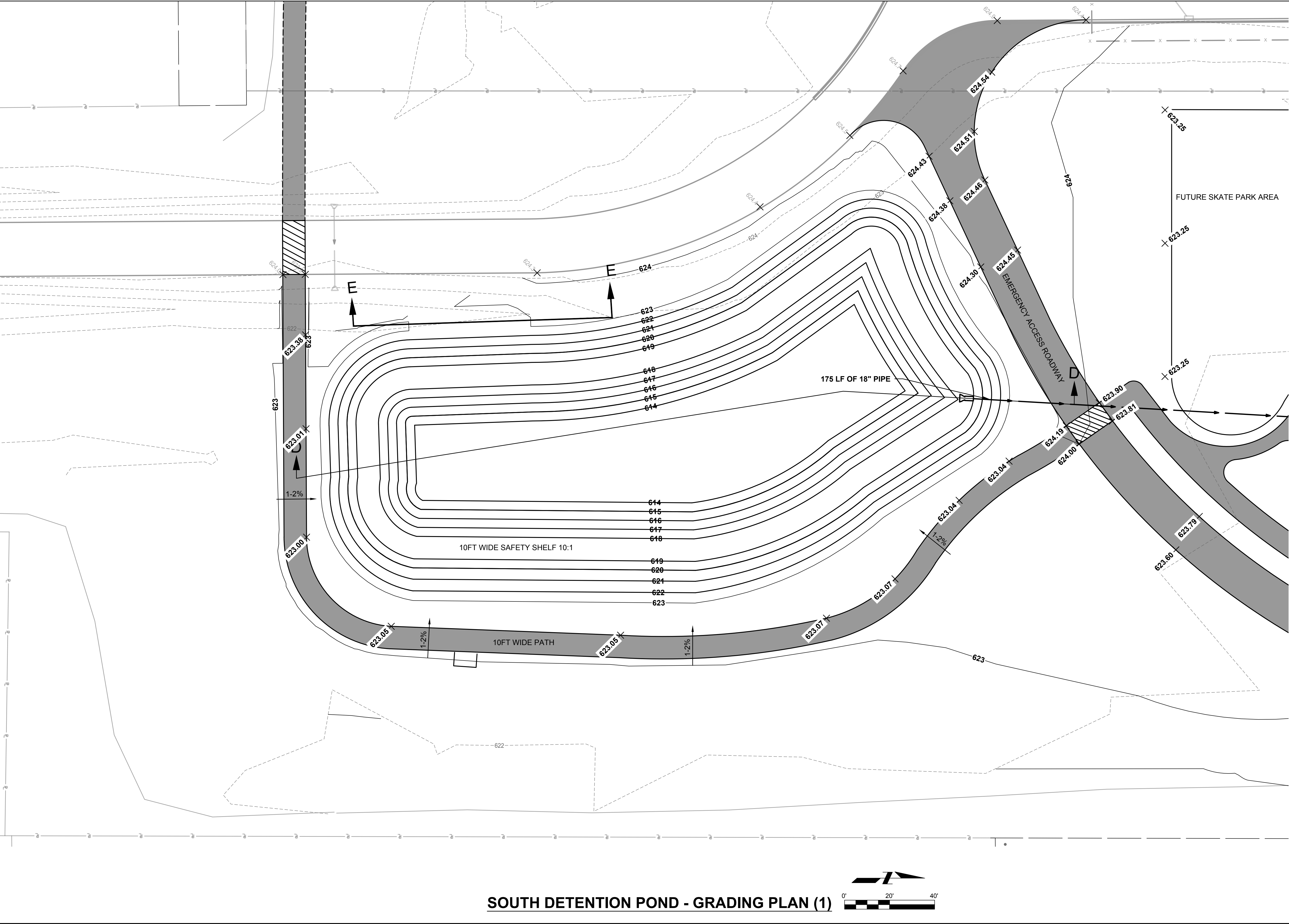


1

OVERALL MASTER SITE GRADING PLAN







SEE SOUTH DETENTION POND - GRADING PLAN (2) FOR MORE INFO

ClarkDietz

625 57TH STREET
6TH FLOOR
KENOSHA, WI 53140
PHONE : 262.657.1550
www.clarkdietz.com

PROJECT TITLE

VILLAGE OF CALEDONIA
CRAWFORD PARK MASTER GRADING
RACINE COUNTY, WISCONSIN

DESIGNED BY:

CJB

DRAWN BY:

CHECKED BY:

DATE CHECKED:

4/19/23

1A (PATH)

9/6/23

VILLAGE APPROVAL

DATE

REVISION

DRAWING TITLE

SOUTH POND GRADING PLAN

PROJECT No.

C0790070

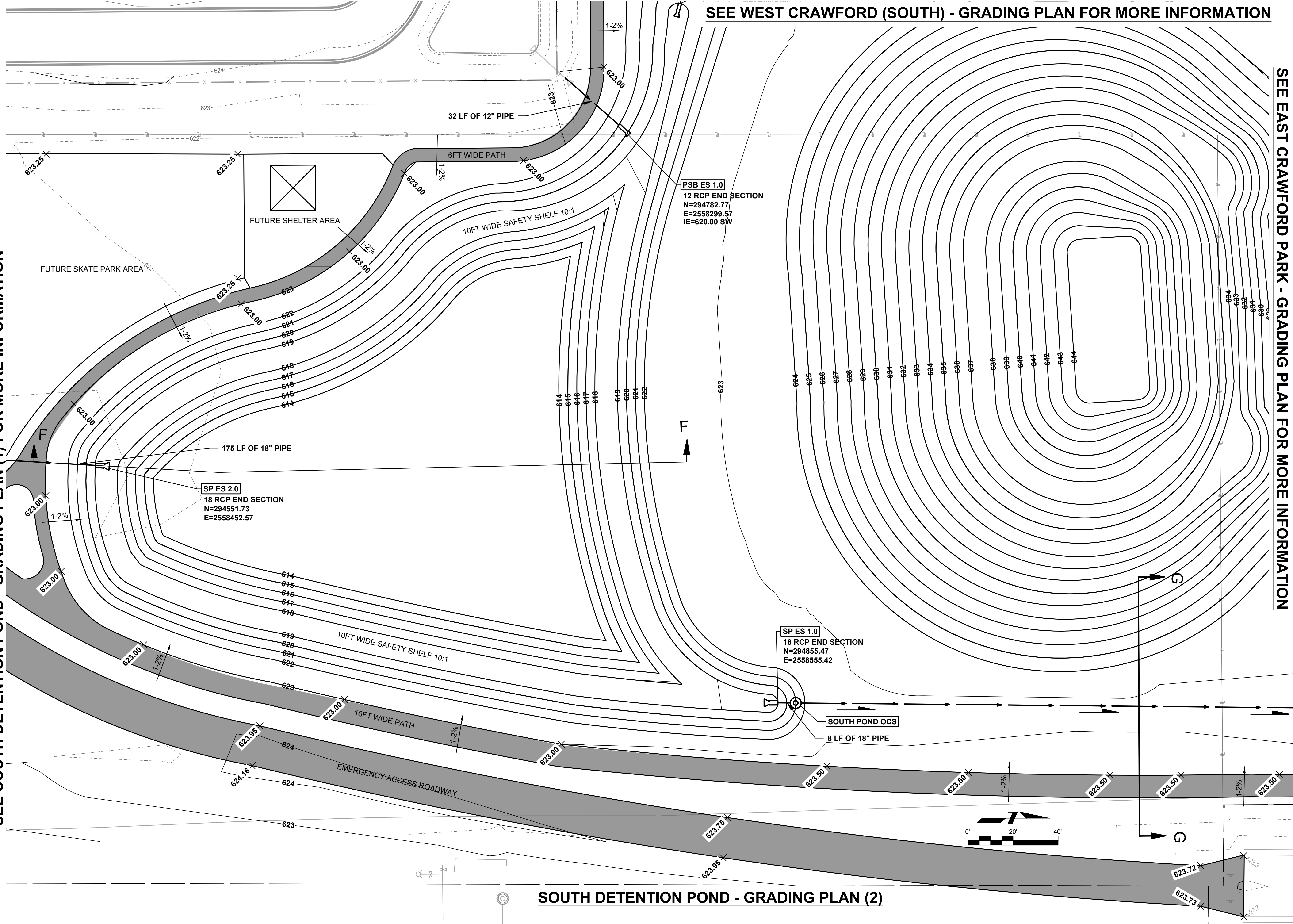
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5

DWG 5 OF 12 DWGS

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

SEE SOUTH DETENTION POND - GRADING PLAN (1) FOR MORE INFORMATION

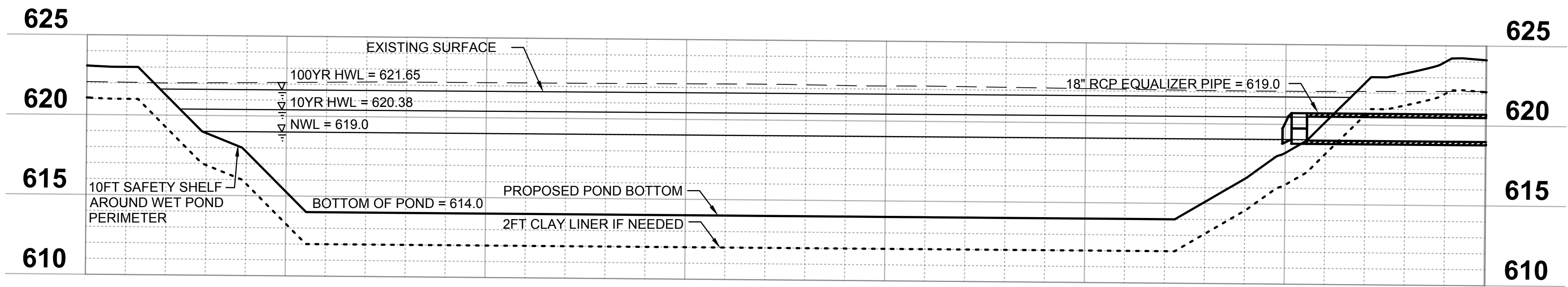


SOUTH DETENTION POND - GRADING PLAN (2)

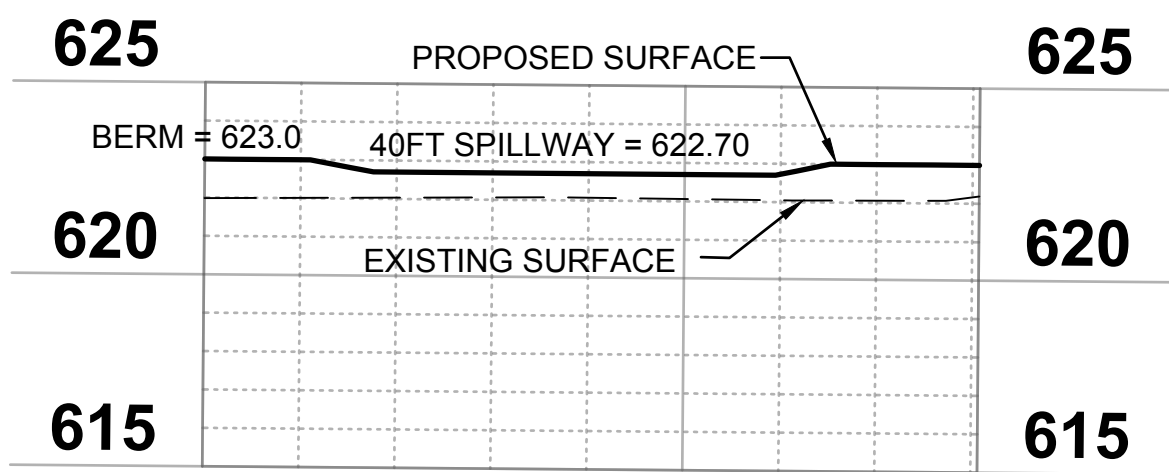
SEE WEST CRAWFORD (SOUTH) - GRADING PLAN FOR MORE INFORMATION

SEE EAST CRAWFORD PARK - GRADING PLAN FOR MORE INFORMATION

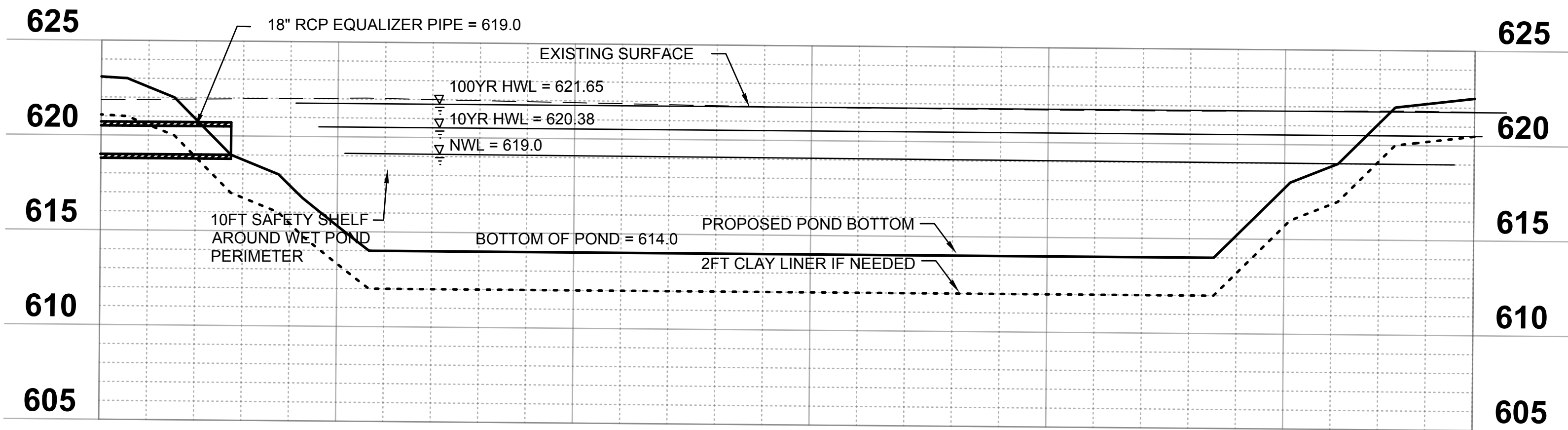
		625 57TH STREET 6TH FLOOR KENOSHA, WI 53140 PHONE : 262.657.1550 www.clarkdietz.com	
PROJECT TITLE VILLAGE OF CALEDONIA CRAWFORD PARK MASTER GRADING RACINE COUNTY, WISCONSIN			
DESIGNED BY: CJB DRAWN BY: CHECKED BY: DATE CHECKED:			
4/19/23 1A (PATH) 9/6/23 VILLAGE APPROVAL			
DATE REVISION			
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PROJECT No. C0790070			
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DWG 6 OF 12 DWGS			



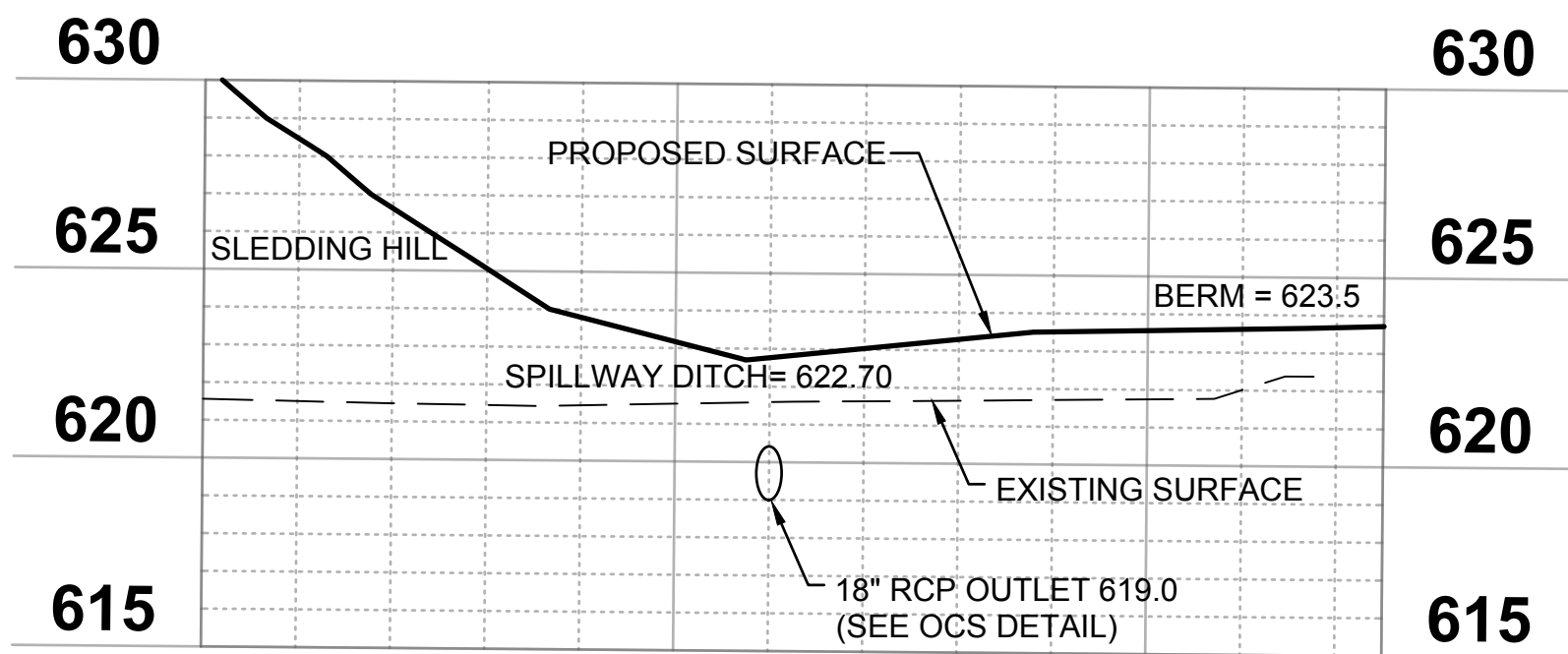
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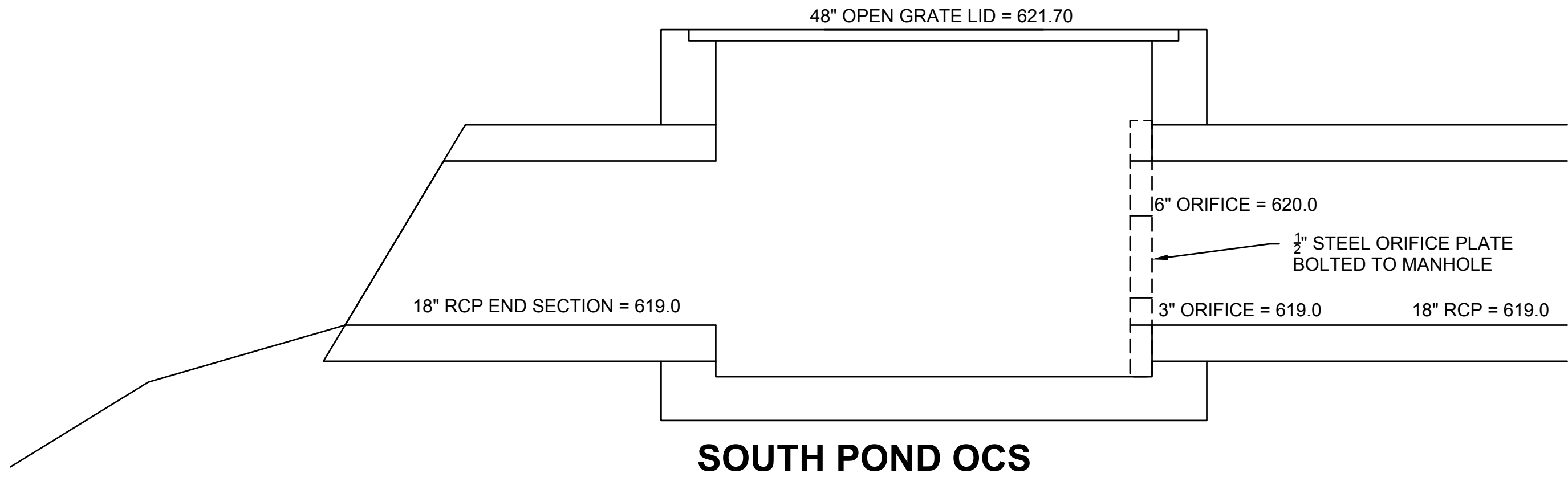
POND SECTION E-E

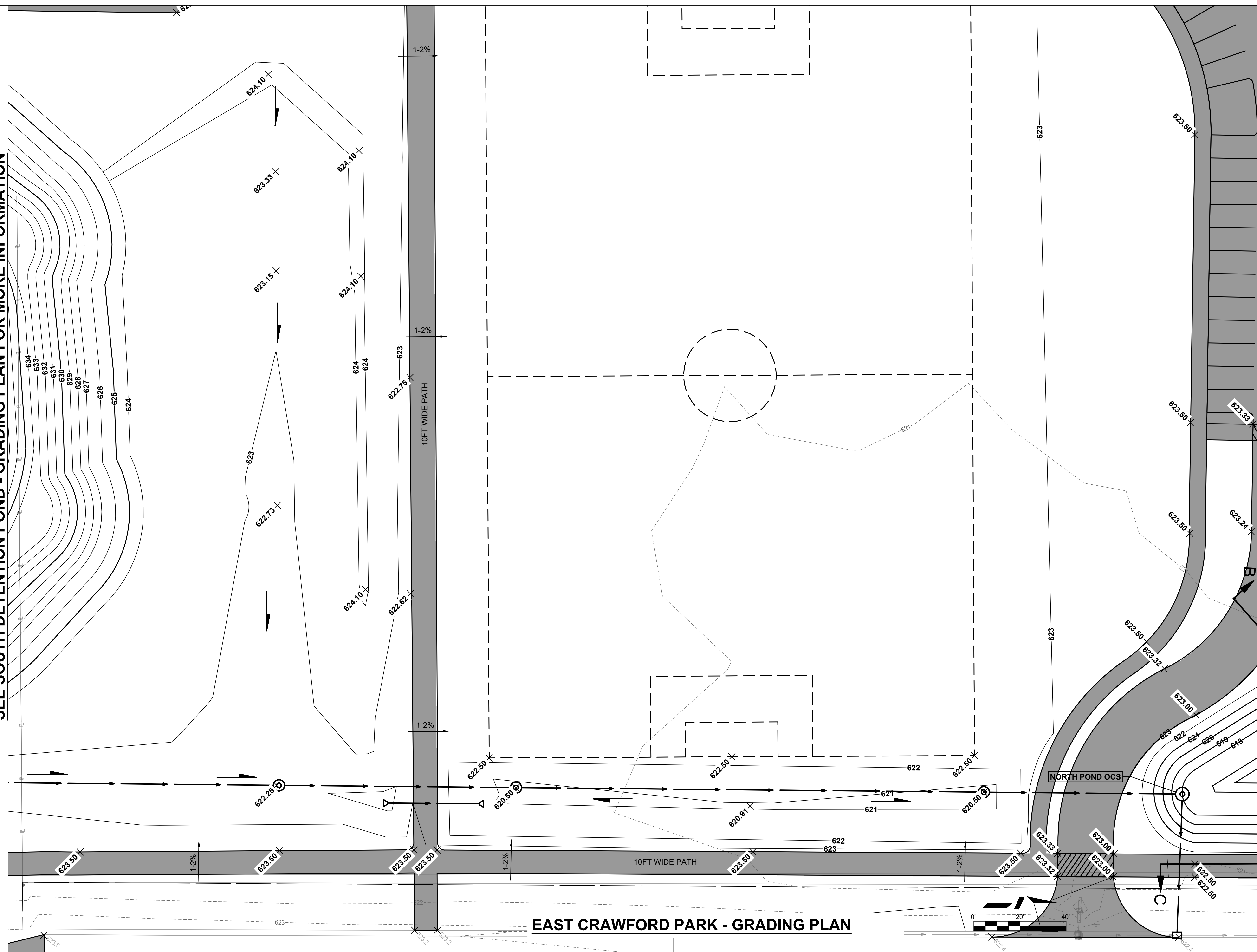


POND SECTION F-F



POND SECTION G-G





EAST CRAWFORD PARK - GRADING PLAN

SEE NORTH DETENTION POND - GRADING PLAN FOR MORE INFORMATION

DRAWING TITLE

DRAWING TITLE

EAST CRAWFORD GRADING
PLAN

PROJECT No.
C0790070

DRAWING No. 8

DATE	REVISION

9/6/23	VILLAGE APPROVAL
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4/19/23 1A (PATH)

DESIGNED BY: CJB
DRAWN BY: _____
CHECKED BY: _____
DATE CHECKED: _____

PROJECT TITLE

VILLAGE OF CALEDONIA

CRAWFORD PARK MASTER GRADING

RACINE COUNTY, WISCONSIN

Clark Dietz

625 57TH STREET
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KENOSHA, WI 53140
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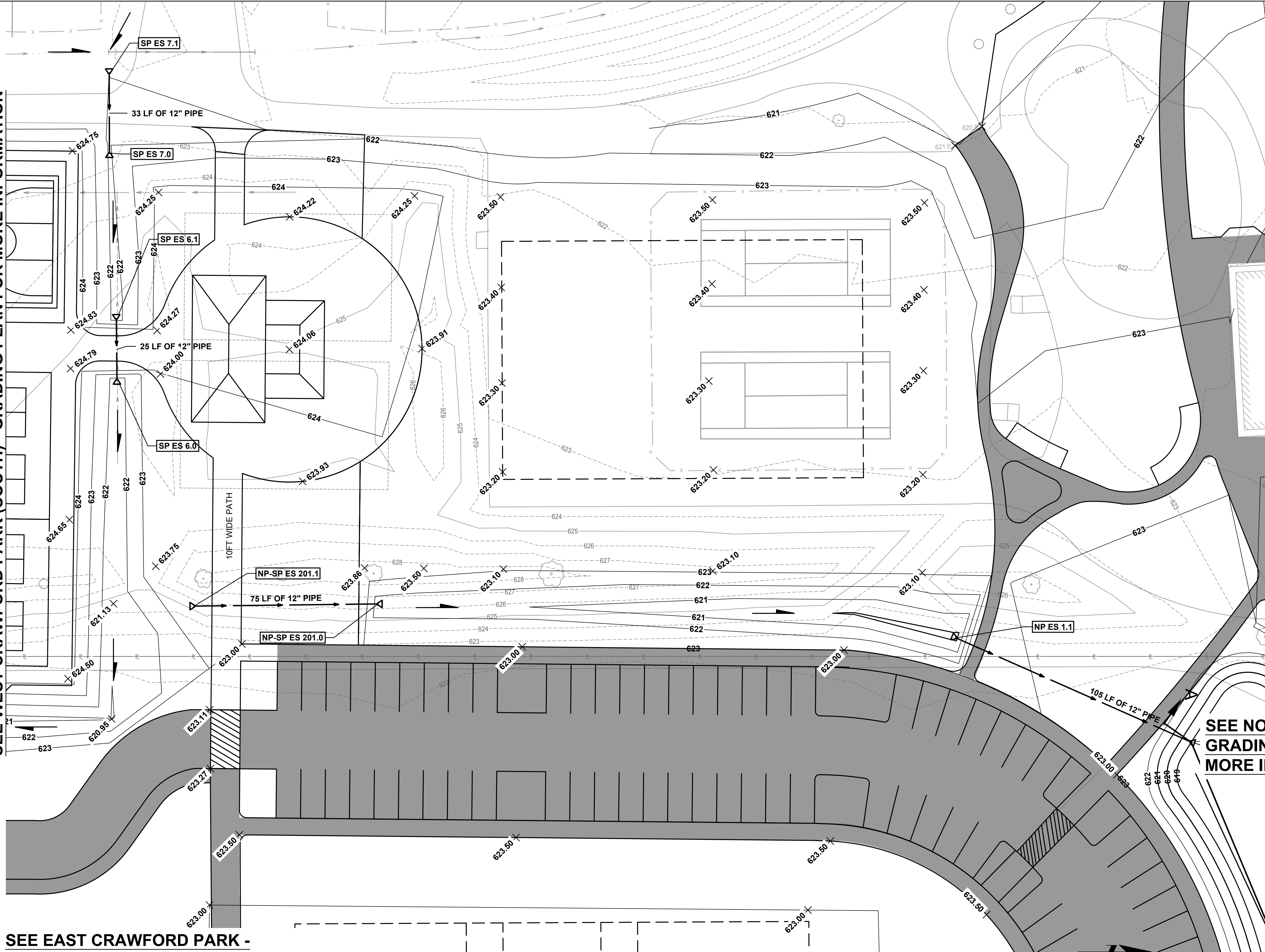
NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

SEE WEST CRAWFORD PARK (SOUTH) - GRADING PLAN FOR MORE INFORMATION

**SEE EAST CRAWFORD PARK -
GRADING PLAN FOR MORE
INFORMATION**

WEST CRAWFORD PARK (NORTH) - GRADING PLAN

**SEE NORTH POND -
GRADING PLAN FOR
MORE INFORMATION**



625 57TH STREET
6TH FLOOR
KENOSHA, WI 53140
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PROJECT TITLE

VILLAGE OF CALEDONIA

CRAWFORD PARK MASTER
GRADING

RACINE COUNTY, WISCONSIN

DESIGNED BY: CJB
DRAWN BY:
CHECKED BY:
DATE CHECKED:

4/19/23	1A (PATH)
9/6/23	VILLAGE APPROVAL

DATE	REVISION
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WEST CRAWFORD (NORTH)
GRADING PLAN

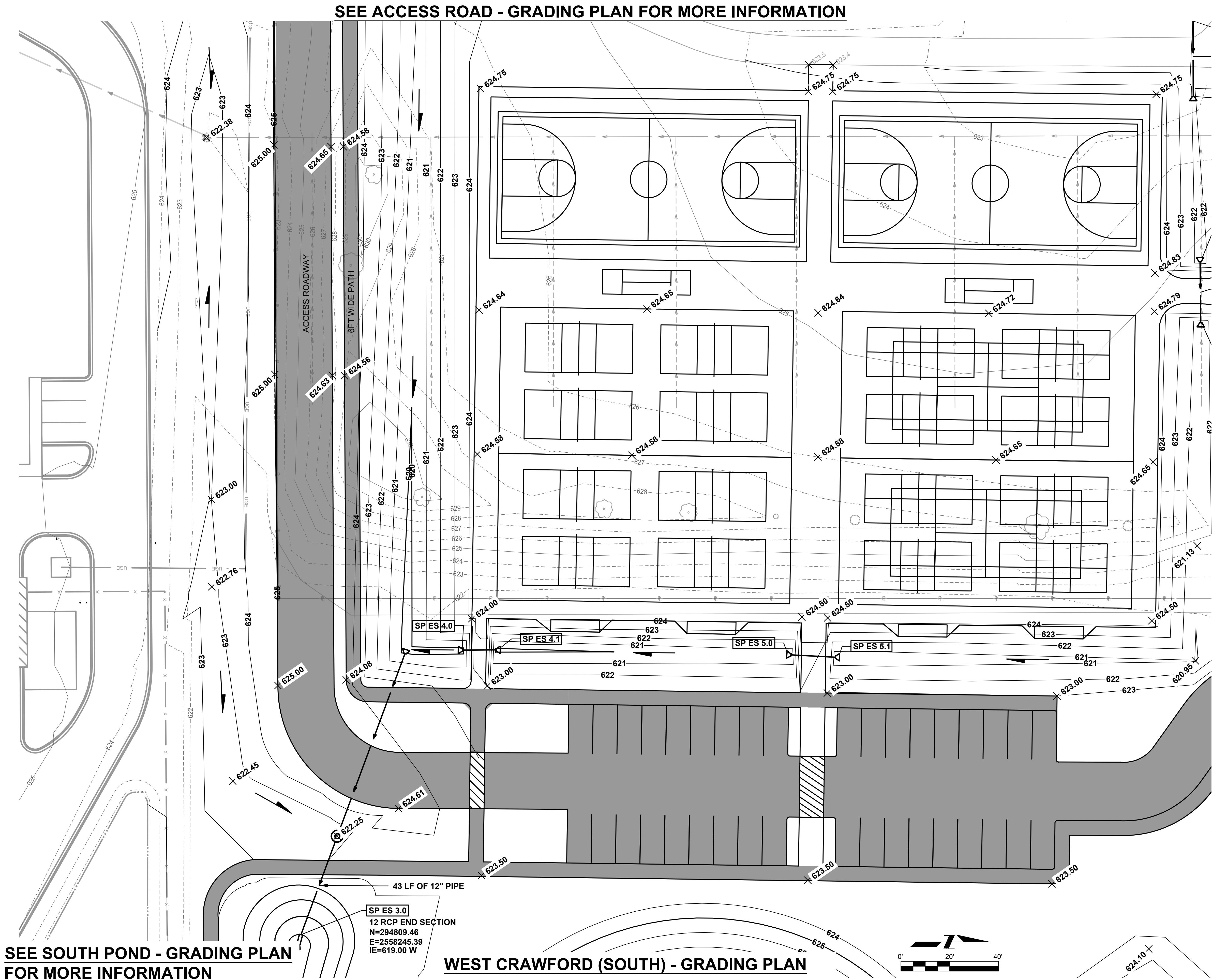
PROJECT No.
C0790070

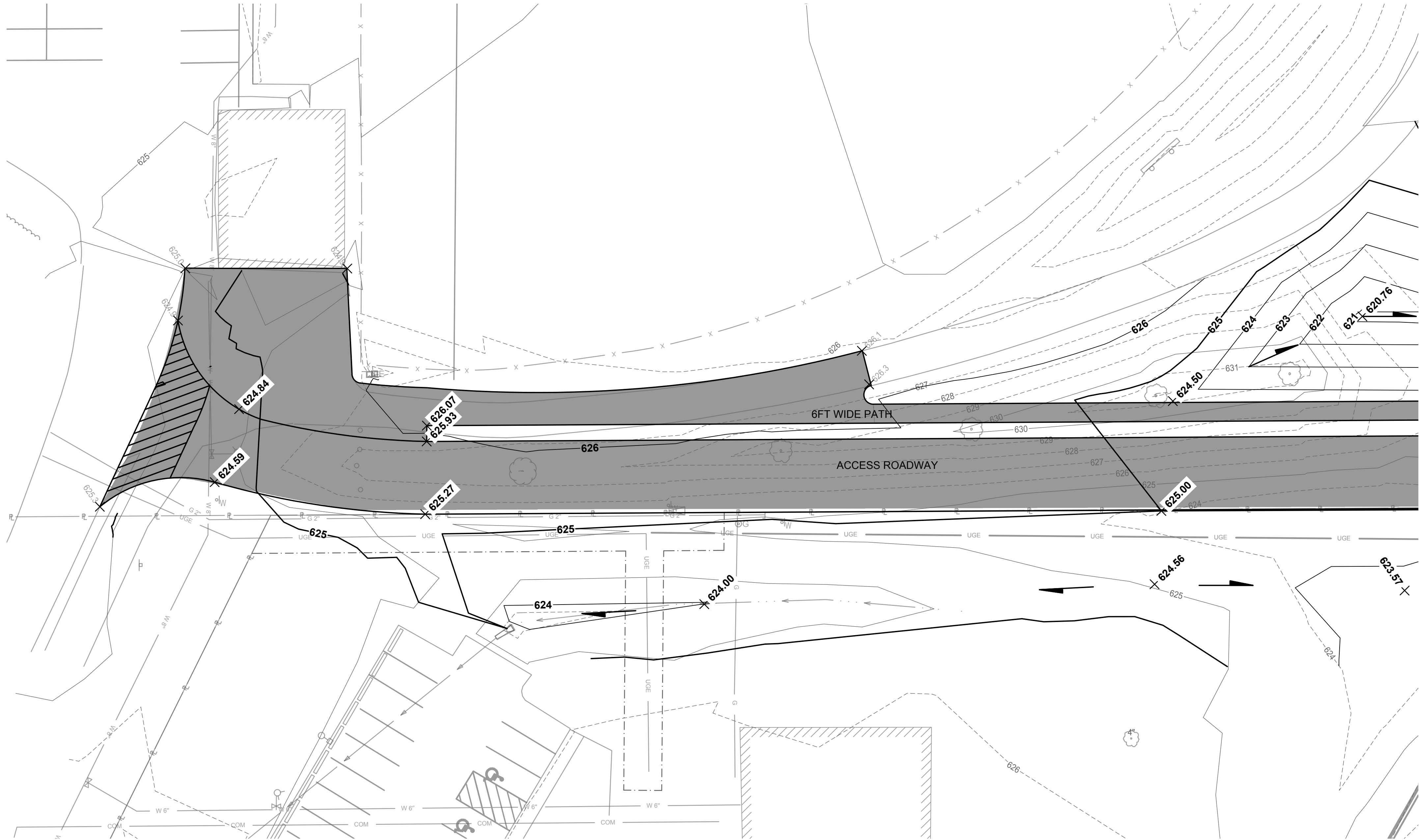
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DWG 9 OF 12 DWGS

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WEST CRAWFORD PARK ACCESS ROAD - GRADING PLAN

SEE WEST CRAWFORD (SOUTH) - GRADING PLAN FOR MORE INFORMATION

ClarkDietz

625 57TH STREET
6TH FLOOR
KENOSHA, WI 53140
PHONE : 262.657.1550
www.clarkdietz.com

PROJECT TITLE

VILLAGE OF CALEDONIA
CRAWFORD PARK MASTER GRADING
RACINE COUNTY, WISCONSIN

DESIGNED BY: CJB
DRAWN BY:
CHECKED BY:
DATE CHECKED:

4/19/23 1A (PATH)
9/6/23 VILLAGE APPROVAL

DRAWING TITLE

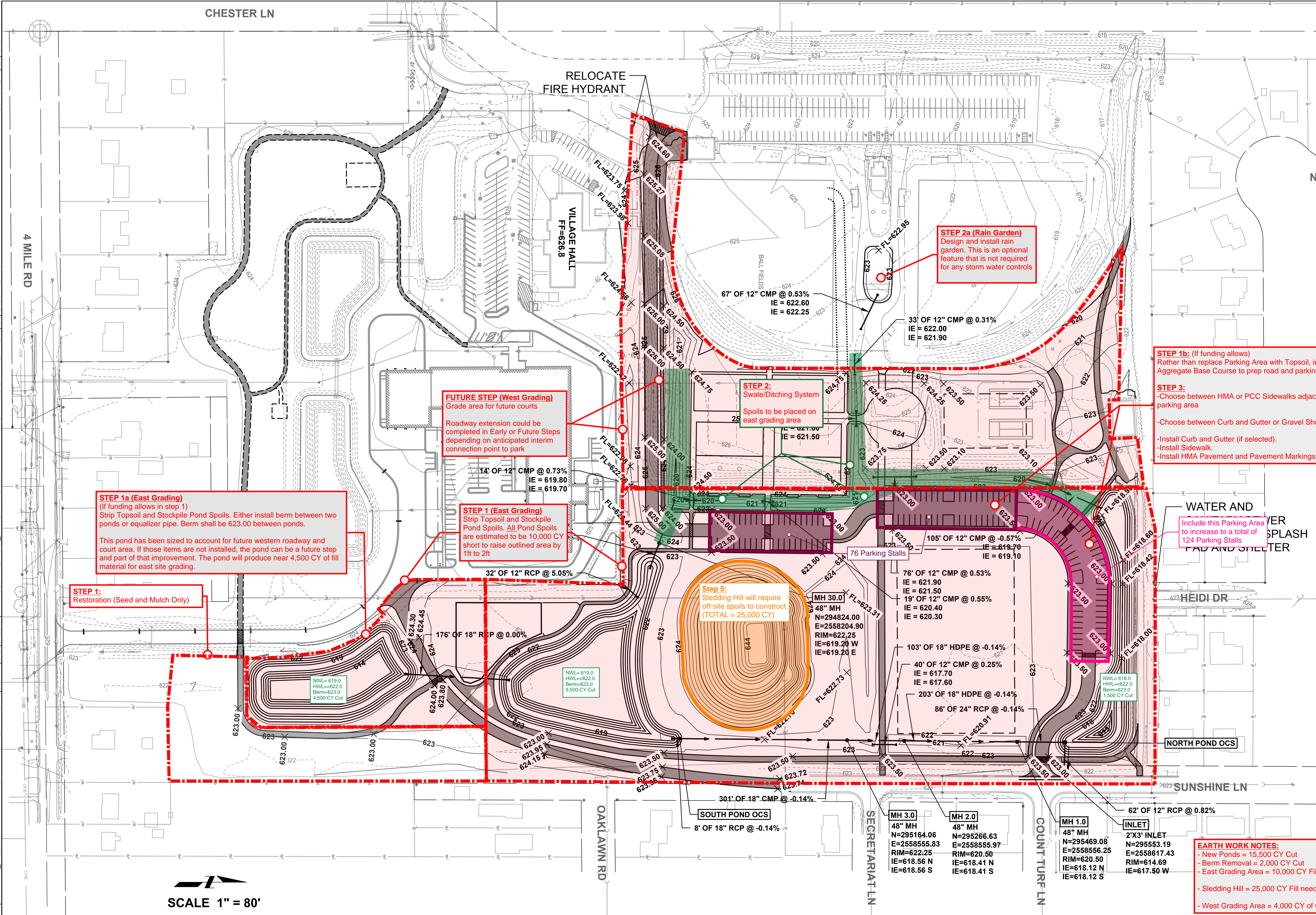
WEST CRAWFORD ACCESS ROAD GRADING PLAN

PROJECT No.
C0790070

DRAWING No.
11

DWG 11 OF 12 DWGS

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.



EARTH WORK NOTES:
- New Ponds = 15,500 CY Cut
- Berm Removal = 2,000 CY Cut
- East Grading Area = 10,000 CY Fill (Not including Sliding Hill)
- Sliding Hill = 25,000 CY Fill needed
- West Grading Area = 4,000 CY of Cut expected.

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

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

WITNESSETH:

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

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

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

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

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

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

- 1) **Term; Not Assignable.** This Agreement shall be in effect for the period from March 1, 2024 through June 30, 2024 for baseball and softball operations including:
 - i. The use of a portion of the maintenance garage for storage of equipment, fencing, and other items related to the operation of the boys' and girls' varsity programs.
 - ii. The operation and maintenance of the concession stand
 - iii. The purpose of utilizing the bathrooms and the associated garbage and recycling cans.

This Agreement shall have a term of one year from the effective date. It is intended that the Agreement will be renewed on a year-to-year basis. If the Agreement is not intended on being renewed, the Village's Director of Public Services or Designee is authorized to give a notice of not to renew under this Agreement. Any notice of termination is required to be delivered between the month of July 1, 2023 and February 1, 2023. 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 June 30, 2024, unless the Owner grants additional time in writing at least thirty (30) days in advance. Other than the dates indicated, such use of the concession stand is not exclusive, and the Village Board or Village staff reserves the right to rent the concession stand to third parties at all other times outside of the listed period without prior notification to the User. The Owner reserves the right to rent the shelter area attached to the concession stand to any third party at any time it is not reserved by the User and without notice to the User. The User shall coordinate with the Owner on upcoming youth recreation league schedules and early removal if Regional, Sectional, or State games are not played.
- 4) **Ball Diamonds; Not Exclusive Use.** This Agreement allows the User use of the two ball diamonds at Crawford Park for the term above at the times designated for practice and games. This does not authorize exclusive-use of the ball diamonds; members of the public may use these areas before the fields have been prepared by the Owner or are not in-use for User activities and prior to 2:00 p.m. on weekdays. For avoidance of doubt, unless specifically authorized by the Village's Director of Public Services or Designee, the fields should not be prepped before 2:00 pm on weekdays unless otherwise required by the schedule of a varsity game.
- 5) **General use of the Park.** The Park is a public Park, and nothing in this Agreement prohibits use of the Park by the general public.
- 6) **Permits/Approvals.** The User shall be responsible for all required permits and approvals from any governmental entity related to the operation of the concession stand and for staffing the concession stand at any time it is in operation.
- 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 after the games have concluded or at the end of each day the facilities are used. The Owner will be responsible for unlocking the doors and restocking the restroom by noon (12pm) the following day for the General Public. The Owner will also be responsible for cleaning the restroom by noon (12pm) the following day. The User shall return the keys to the Owner by June 30, 2024 or earlier if Regionals, Sectionals, or State playoff games are not required.

- 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 always clean and presentable while in use. The Owner shall be responsible for maintaining the ball diamonds and for the cleaning and general maintenance at all other times. The User shall place all bags of trash and boxes in the assigned area for pick-up. The bathrooms will be checked and fully stocked by the Owner at the beginning of each weekday. The User shall notify the Owner of any major deficiency of supplies in the restrooms the following day. The dugout area shall be cleared of any trash or recycling after each day of use. Liquids shall be dumped from all recyclable containers prior to disposal. If the trash is not removed as described above, a charge of \$50.00 per occurrence will be deducted from the User's deposit.
- 10) **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.
- 11) **Supplies.** The User shall provide all supplies required for field preparation, including, but not limited to, chalk, "Quick Dry", portable fence anchors, and portable fence. Any and all supplies that are stored in the Owner's Maintenance Building shall follow Section 13 of this Agreement. The User shall provide all first aid supplies to its participants, invitees, and guests. The Owner will spray for weeds as determined necessary prior to the season. The User shall provide the Owner direction on all requirements to meet the WIAA level field layout for fastpitch softball. The Owner shall provide all supplies required for the bathrooms, including, but not limited to, toilet paper, hand towels, and soap for washing hands. All supplies stored in the Maintenance Building shall be removed by June 30, 2024 to receive the deposit back. Any tools or supplies left in the Maintenance Building after June 30 will result in a \$50.00 deduction per day until they have been removed unless otherwise approved by the Owner. The User will be authorized to leave the outfield fence in place for the duration of the season except for the days where it needs to be removed for lawncare and maintenance. The fence shall be removed temporarily for this day as designated by the Owner and may be reinstalled after. The Owner and User shall coordinate the duty to remove said fence based on the proposed 2024 lawn cutting schedule.
- 12) **Improvements.** Permanent improvements installed by the User or his/her designee are not allowed. Any and all improvements shall be discussed and agreed upon with the Owner prior to installation. Any permanent improvements to the premises not approved by the Owner will become property of the Village of Caledonia. Examples of permanent improvements include lighting, adding dirt to low areas, permanent mounds, possible drain tiles and 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 and for the duration of this agreement. Any banners placed shall be maintained in good condition or taken down if damaged. Owner reserves the right to sell advertising space and place permanent or temporary signs and banners on any part of the premises, including, but not limited to, fencing, scoreboards and permanent structures except for the areas referred to in Appendix B during the duration of this agreement. See **Appendix B** for the Users placement of banners. In no case shall any banner be placed on the concessions building or bathroom building.

- 13) **Storage Space.** The User will be provided a dedicated space in the Maintenance Garage at Crawford Park to store a limited number of materials necessary for baseball and softball operations included but not limited to, bats, balls, bags, helmets, rakes, wheelbarrows, fences, fence posts, nets, etc. All items must be clearly marked as "Property of St. Catherine's High School," or similar wording, and must be removed by June 30, 2024, unless granted specific permission in writing at least 30-days prior from the Owner to leave them in the Maintenance Garage. As described in Section 11, the fence may be left up for the duration of this contract except for lawn cutting and maintenance days. The Village of Caledonia, the Owner, and its employees, officials, volunteers and any agents thereof shall not be held responsible for any loss or damage to any items or property left on Park premises. All tools stored in the Maintenance Garage shall be removed by June 30, 2024 to receive the deposit back. Any tools or supplies left in the Maintenance Garage after June 30 will result in a \$50.00 deduction per day until they have been removed unless otherwise approved by the Owner. The User shall coordinate with the Owner on upcoming youth recreation league schedules and early removal if Regional, Sectional, or State games are not played.
- 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.
- 17) **Scheduling.** The User will provide the Owner a schedule of all games, practices for both softball and baseball, events such as tournaments, prior to March 1. The times presented in the schedule shall be considered reserved if the schedule is received by March 1. Every effort will be made by the Owner to block out additional weeknights and Saturday mornings during the listed period to allow for make-up games and team practices. The Owner will make every effort to accommodate rainouts and make-up games due to the nature of spring sports. The Owner cannot reserve or rent out the ball diamonds to a third party at Crawford Park for the listed period without written approval from the User unless the Owner is notified prior to March 1 of not more than 6 separate dates during the terms of this Agreement.
- 18) **Copies of permits and certificates.** The User shall provide copies of its certificate of insurance, permits related to the operation of the concession stand and User schedules prior to receiving keys on March 1.
- 19) **Pre-term and Post-term Walkthrough; Deposit.** A representative of the Owner and a representative of the User will perform a walk-through of the facilities prior to the exchange of keys on or about March 1, at which time any deficiencies will be noted and addressed. The User shall pay the Owner a Deposit of \$1,000, due by March 1, 2024. Representatives of the two parties will again walk-through and inspect the facilities at the end of the season and prior to June 30, 2024. The Deposit will be refunded to the User within 30-days, minus any charges based on condition, damage, or deficiency attributable to the User. The User shall coordinate with the Owner on upcoming youth recreation league schedules for an early walkthrough if Regional, Sectional, or State games are not played.

- 20) **Termination.** The Owner shall notify the User in writing of any conditions listed above that are not being followed by the User. The User will be required to resolve the defaulted condition within a reasonable amount of time and provide the Owner a written solution within 10 days. If the User does not provide the written solution within 10 days, the Owner will have the right to terminate this License under Agreement. The User shall be provided five (5) days advance written notice of termination and afforded the opportunity for corrective action before termination takes effect, except in the case of an emergency in which the premises are deemed unsafe or to prevent additional damage from occurring to the premises and in such case the Owner is not required to give notice prior to corrective action. If the Village incurs any costs for corrective action, User shall be responsible for the cost. The Village Director of Public Services is authorized to provide any necessary notice of Termination under this Agreement or notices to correct or violation.
- 21) **User Waiver.** The User hereby waives all right to any claim for compensation for any loss or damage sustained by reason of and defect, deficiency, failure, or impairment to the water supply, drainage, electrical, or any systems provided by the Owner or the Village of Caledonia. The Owner and the Village of Caledonia shall not be liable for any claim if the premises are damaged by fire or other casualty, or for any other act, including strikes, utility failure or acts of God, which prevent the intended use provided for herein. The Owner and the Village of Caledonia shall have no liability to the User for any injury, or damage caused by third parties, or by any condition of the facilities.
- 22) **Safe Use Required.** All standard Village Park Ordinances, rules and regulations apply to this use. The User, its employees, subcontractors, vendors, guests, patrons, and invitees shall use the premises in a safe, careful, and lawful manner, and use reasonable, best efforts not to allow any act to be done which will alter, mar, deface, or injure any part of the premises, or other property of Crawford Park. The User shall conduct all operations in compliance with all fire, health and safety standards specified by applicable law.
- 23) **No Discrimination.** User shall not discriminate against any participant, employee, or any applicant for employment because of race, religion, or national origin, and further agrees to likewise not discriminate for those same reasons against any person relative to admission, service or privileges offered to, or enjoyed by, the general public.
- 24) **Fee Structure.** The designated fee for the use of Crawford Park is exclusive to the User's needs and the costs required for the Village to maintain the facility. User agrees to pay Caledonia Village a fee of \$1,875 for the exclusive use of the park for the duration of the fastpitch softball season. The fee includes everything described in this agreement, which includes Varsity Boys Baseball practice, Varsity Girls Fastpitch practice, and Varsity Girls Fastpitch games.
- 25) **Force Majeure.** Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes

or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

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

To User:

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

To Owner:

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

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

The Parties have executed this Agreement effective as of _____ 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

ST CATHERINES HIGH SCHOOL, INC.

By: _____

Name: _____

Title: _____

Appendix A



Appendix B

Signage will be sold and placed in the following order:

- 1) On the fence of the dugouts
 - a. Dugouts facing the parking lot
- 2) On the fence
 - a. Behind the Grandstand
 - or
 - b. Dugouts facing the walkway behind the concession stand
- 3) On the fence behind Homeplate

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