

PARK & RECREATION ADVISORY COMMITTEE MEETING
Tuesday, January 9, 2024 at 5:00 PM
Caledonia Village Hall – 5043 Chester Lane

1. Call to Order
2. Approval of Minutes from the November 13, 2023 Meeting.
3. Public Comment (2 minutes/person)
4. Review Park Use Agreement for Crawford Park for Angels Youth Softball Association.
5. Park and Open Space Plan – Review of Bike/Trail Systems
6. Review and Discuss Non-motorized rentals for the Gorney Park Pond.
7. Review and Discuss Dog Park at Gorney Park.
8. Adjournment

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
November 13, 2023**

Committee: Trustee/Chairperson Holly McManus

Resident Members: Christian De Jong, Carl Garnetzke, Tom Divorany.

Absent Members: Mike Lambrecht and Eugen Pagel

Staff/Others: Ryan Schmidt, Kathy Kasper, Nancy Pierce

1. Call the meeting to order

5:00pm meeting called to order by Chairperson Holly McManus.

2. Approval of Minutes

Minutes from the September 11, 2023. Motion Made by Carl G, seconded by Tom D. All aye.

3. Public comment -None.

4. Park and Open Space Plan – Review of Objectives for Park System specific to Maple and Gorney Park

The discussion was opened up by Village Engineer Ryan for Maple Park and its current standing after completion of the new shelter and path, as approved earlier in 2023. Objectives and goals of Maple Park were then discussed by the committee as listed in the POSP. The committee discussed court sports like tennis and basketball still being a viable option but removing volleyball courts for the future. Adding more trees to the park was suggested as well to further improve the landscape. No other major additions or subtractions to the plan were discussed. Next, Ryan opened up the Gorney Park discussion explaining the current amenities available and what is listed within the POSP. Trustee Pierce added that the committee revisit the dog park item. Village Administrator Kasper added information regarding the existing building on site and the plans to eventually raze this building. Discussion ensued about the former building site as a possible dog park location due to possible septic and water availability. Additional discussion by the committee and staff about the use of the park included disc golf, non-motorized rentals for the pond, path improvements, relocating the pier, and nature friendly kid related amenities. Discussion about removing the concession building from the POSP also occurred. The Dog Park and non-motorized rentals were recommended to be placed on the next Parks Agenda for further discussion.

5. Discuss and Review Future Park Committee Meeting Schedule.

Holly began the discussion by recommending the committee switch to Tuesday's at 5pm before board meetings. The committee all agreed and Holly would reach out to the absent committee members to confirm their availability. Christian De Jong asked to have the Trail Systems be added as an agenda item for the next meeting. The committee discussed and agreed that December's meeting can be skipped. Ryan added that another youth baseball Park Use Agreement will also be added to the January Agenda.

6. Adjournment

Committee Meeting adjourned at 5:54pm by Chairperson McManus with no other items remaining on the agenda.

**PARK USE AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE VILLAGE OF CALEDONIA
AND ANGELS YOUTH SOFTBALL ASSOCIATION, INC.**

This Park Use Agreement (the "Agreement") is made and entered into as of the date last executed by either Party below, (the "Effective Date"), by and between the **VILLAGE OF CALEDONIA**, (the "Owner"), and **ANGELS YOUTH SOFTBALL ASSOCIATION, INC.** (the "User"), as represented by a Board Member. 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 youth softball leagues for Caledonia area children, which needs a softball diamond to play its games, a concession stand to operate concessions, and a portion of the maintenance garage to store equipment; 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, 2024 through September 1, 2024 for youth softball operations, use of a portion of the maintenance garage for storage of equipment, for the purpose of using and cleaning the concession stand, and for the purpose of using and cleaning the bathrooms and associated garbage 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 September and March of the subsequent year (e.g. September 1, 2024 and March 1, 2025).
- 2) **Use; generally.** The User shall use the Park for softball operations including:
 - a. The use of a portion of the maintenance garage for storage of equipment, fencing, and other items related to the operations of the girl's youth softball programs.
 - b. The operation and maintenance of the concession stand.
 - c. The purpose of utilizing the bathrooms and associated garbage and recycling cans.

- 3) **No Ownership Granted.** This Agreement does not grant any ownership interests.
- 4) **Concession Stand.** The User shall have all property removed from the concession stand and the stand completely cleaned by August 31, 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.
- 5) **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 prepared by the User 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.
- 6) **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.
- 7) **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.
- 8) **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. Overlap of leagues using the same facilities shall be coordinated with the Owner.
- 9) **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 re-keying 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 User shall also ensure that the restrooms are clean at the end of each day of use. The Owner will be responsible for unlocking the doors and restocking the restroom by noon (12:00 PM) the following day for the General Public. The User may overlap this timeframe with another league and will be required to coordinate their efforts with the Owner. The User shall return the keys to the Owner by August 31, 2024.
- 10) **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), restrooms, and surrounding areas are always clean and presentable 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 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. User shall be responsible to restock supplies in the bathrooms as needed each day during use. 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. If the restrooms are not cleaned as described above, a charge of \$50.00 per occurrence will be deducted from the User's deposit.

- 11) **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 damage 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.
- 12) **Supplies.** The User shall provide all supplies required for field preparation, including, but not limited to, chalk, "Quick Dry", and other related equipment. 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. Direction and assistance will be provided to the User to prepare the diamonds for the start of the season to ensure they are 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 supplies as needed over the course of the day. All supplies stored in the Maintenance Building shall be removed by August 31, 2024 to receive the deposit back. Any tools or supplies left in the Maintenance Building after August 31, 2024 will result in a \$50.00 deduction per day until they have been removed unless otherwise approved by the Owner.
- 13) **Improvements.** Permanent improvements installed by the User or his/her designee are not allowed. 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, 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. Banners may be displayed on the premises by the User for 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.

14) Storage Space. The User will be provided a dedicated space in the Maintenance Garage at Crawford Park to store one a limited number of materials necessary for youth 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 Angels Youth Softball," or similar wording, and must be removed by August 31, 2024, unless granted specific permission in writing at least 30-days prior from the Owner to leave them in the Maintenance Garage. 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 August 31, 2024 to receive the deposit back. Any tools or supplies left in the Maintenance Garage after August 31, 2024 will result in a \$50.00 deduction per day until they have been removed unless otherwise approved by the Owner.

15) 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 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;

16) 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 and events, such as tournaments, prior to April 1. The times presented in the schedule shall be considered reserved if the schedule is received by April 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 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 April 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 by April 1, 2024.
- 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 April 1, 2024 at which time any deficiencies will be noted and addressed. The User shall pay the Owner a Deposit of \$750, due by April 1, 2024. Representatives of the two parties will again walk-through and inspect the facilities at the end of the season and prior to August 31, 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.
- 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 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. In 2024, the Owner Prepared League Fee is \$413.00 per league. With 4 leagues proposed, the User agrees to pay the Village of Caledonia \$1,652.00.
- 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.

26) **Assignability.** This Agreement is not assignable by the User.

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:

Angels Youth Softball Association, Inc.
1200 Park Avenue
Racine, WI 53403

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 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 remainder of this page is intentionally left blank]

The Parties have executed this Agreement effective as of _____ 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Megan O'Brien, Deputy Village Clerk

ANGELS YOUTH SOFTBALL ASSOCIATION, INC.

By: _____

Name: _____

Title: _____

DRAFT

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

2



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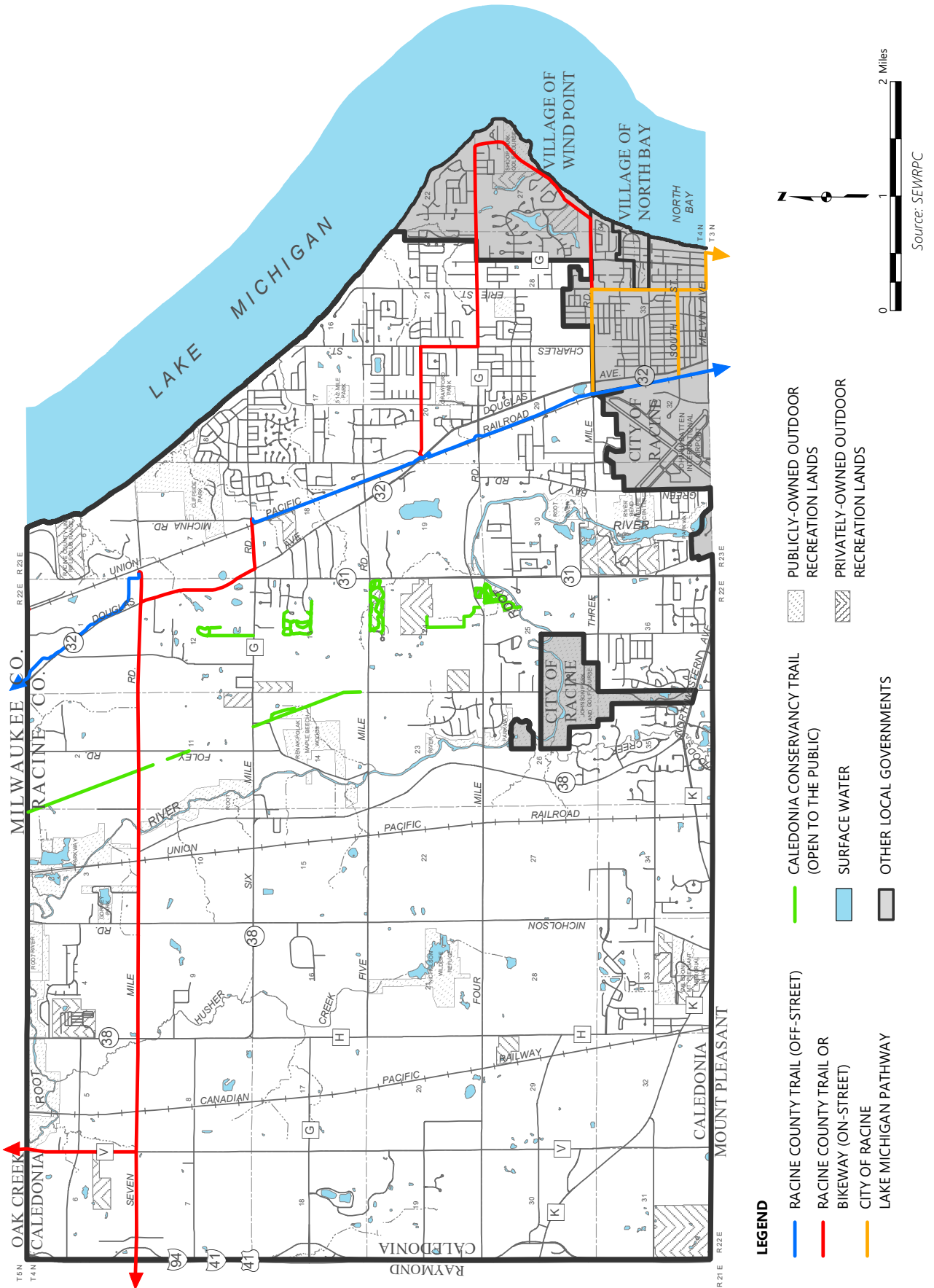


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Map 2.6
Existing Public Trails and Bikeways in The Village of Caledonia and Environs: 2016



**Map 4.3
Bicycle and Pedestrian Facilities for the Village of Caledonia and Environs: 2035**

