

Parks/Recreation Committee

Regular Meeting Notice and Agenda

Village of Cross Plains Municipal Office
2417 Brewery Road
Cross Plains, WI 53528
(608) 798-3241

Monday, June 15, 2020
6:00 pm

Please note that due to current spacing requirements concerning COVID-19, the facility will have limited seating. The Village of Cross Plains will provide opportunities for, and encourage that the public participate virtually or by calling in. The log in information is as follows:

Zoom Virtual Meeting Link:

<https://us02web.zoom.us/j/82166007774?>

Conference telephone line:

+1 312 626 6799

Meeting ID:

821 6600 7774

- I. Call to Order
- II. Public Comment – This is an opportunity for anyone to address the Committee on **ANY** issue **EITHER ON OR NOT ON THE** current agenda. *Please observe the time limit of 3 minutes.* While the Committee encourages input from residents, it may not discuss or act on any issue that is not duly noticed on the agenda.

THOSE WISHING TO SPEAK DURING THE VIRTUAL MEETING MUST REGISTER PRIOR THE START TIME OF THE CURRENT MEETING. YOU ARE ENCOURAGED REGISTER YOUR COMMENT BY SENDING AN EMAIL TO MAXON@CROSS-PLAINS.WI.US AHEAD OF THE MEETING. YOU MAY ALSO CALL THE VILLAGE HALL DURING REGULAR BUSINESS HOURS. THE MEETING ROOM WILL BE OPENED 30 MINUTES BEFORE THE MEETING TO COLLECT REGISTRATIONS. TO REGISTER A PUBLIC COMMENT AT THIS TIME YOU WILL NEED TO RAISE YOUR HAND VIRTUALLY TO BE UNMUTED. TELEPHONE PARTICIPANTS WILL ALSO BE UNMUTED ONE AT A TIME DURING THIS PERIOD TO ENSURE THAT NO ONE IS MISSED.

III. Reports

1. Committee Chairperson
2. Committee Members
3. Parks and Recreation Director

IV. Committee Discussion

1. Discussion and possible action to approve the minutes of January 20, 2020.
2. Discussion and possible action to approve the minutes of May 18, 2020.
3. Discussion and possible action regarding the Cross Plains Swimming Pool Opening for the 2020 season.
4. Discussion and possible action regarding the Facility Use Agreement between the Village of Cross Plains and the Cross Plains Stingrays.
5. Discussion and possible action regarding the Facility Use Agreement between the Village of Cross Plains and Madison Aquatic Club (MAC).

V. Adjournment

This meeting notice constitutes an official meeting of the above referenced group and was posted in accordance with all applicable laws related Open Meetings Law. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information or to request this service, contact the Village Hall at (608) 798-3241 or bchang@cross-plains.wi.us

Parks/Recreation Committee

Regular Meeting Minutes

Village of Cross Plains

Village of Cross Plains

2417 Brewery Road

Cross Plains, WI 53528

(608) 798-3241

Monday, January 20, 2020

6:00 pm

I. Call to Order, Roll Call, and Pledge of Allegiance

The meeting was called to order by Trustee Sarah Francois at 6:00 pm

Roll call: Jed Henry, Melissa Hinz, Sarah Borchardt, Sarah Francois

Not Present: Jennifer Bonti

Also Present: Michael Axon (Parks and Recreation Director), Kevin Engeliem, Mike Padrutt, Doug Brunner, Jim Wenzler

II. Public Comment – None

III. Reports

1. Committee Chairperson - None

2. Committee Members - None

3. Parks and Recreation Director – Director’s report was included in the packet. Two new Policies will be on future agenda’s, including Parks, Recreation and Conservancy Fund Balance Use and Parks and Open Space naming rights.

IV. Committee Discussion

1. Discussion and possible action regarding the use of ATV/UTV’s on public streets within the Village of Cross Plains boundaries.

Following discussion, a motion was made by Melissa Hinz, seconded by Sarah Borchardt to open up all Village Streets and designated park spaces (with agreement in place) and evaluate such use after 1 year. Roll Call Vote: Melissa Hinz (Y), Sarah Francois (Y), Sarah Borchardt (N), Jed Henry (N) – Motion Failed

Following discussion, a motion was made by Jed Henry, seconded by Sarah Borchardt to table the discussion until next month when we have five members. Roll Call Vote: Jed Henry (Y), Sarah Borchardt (Y), Melissa Hinz (N), Sarah Francois (N) – Motion Failed

Following discussion, a motion was made by Melissa Hinz, seconded by Jed Henry and unanimously approved to support the concept of street routes in the Village of Cross Plains and recommend to the Village Board to consider opening Village streets as ATV/UTV routes with a review of the program after 6 months and any/all use in Village Parks and Open Space must be by a formally signed agreement by the Village and member. Motion carried.

2. **Presentation and discussion of the survey results of the H.M. Zander Community Nature Park Visioning Session.** A presentation was given by Parks and Recreation Director with information provided in the packet.
3. **Discussion and possible action regarding a Request for Proposals for a Parks Plan, including preliminary engineering and design work for an amphitheater in H.M. Zander Community Nature Park.** – A motion was made by Jed Henry, seconded by Sarah Borchardt, and unanimously approved to recommend to the Village Board a Request for Proposals be submitted to qualified consultants to perform a Parks Site Plan for H.M. Zander Community Nature Park for preliminary site and engineering for an amphitheater structure in the park. Motion carried.

V. Adjournment

A motion was made by Melissa Hinz, seconded by Sarah Borchardt to adjourn at 7:49 pm. Motion carried.

This meeting notice constitutes an official meeting of the above referenced group and was posted in accordance with all applicable laws related Open Meetings Law. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information or to request this service, contact the Village Hall at (608) 798-3241 or bchang@cross-plains.wi.us

Parks/Recreation Committee

Regular Meeting Minutes

Village of Cross Plains Municipal Office
2417 Brewery Road
Cross Plains, WI 53528
(608) 798-3241

Monday, May 18, 2020
6:00 pm

Please note that due to current spacing requirements concerning COVID-19, the facility will have limited seating. The Village of Cross Plains will provide opportunities for, and encourage that the public participate virtually or by calling in. The log in information is as follows:

Zoom Virtual Meeting Link:

<https://us02web.zoom.us/j/81114218362>

Conference telephone line:

+1 312 626 6799

Meeting ID: 811 1421 8362

I. Call to Order

Trustee Francois called the Parks, Recreation and Conservancy Committee meeting to order at 6:00 pm.

Present: Jennifer Bonti, Sarah Borchardt, Melissa Hinz, Sarah Francois

Also Present: Parks and Recreation Director Michael Axon, Administrator/Clerk Bill Chang, Ron Knutowski

II. Public Comment – None

III. Reports

1. Committee Chairperson - None

2. Committee Members –

- a. Committee member Sarah Borchardt is appreciative of all of the public space we have available for the community at this time. Times like these really show us what's important and is grateful for the use of such space.

3. Parks and Recreation Director –

- a. Axon reported on projects that staff have been able to complete with the limited programming due to COVID-19.

IV. Committee Discussion

1. **Discussion and possible action to approve the minutes of January 20, 2020.** – No action was taken.
2. **Discussion and possible action regarding the Cross Plains Swimming Pool Opening for the 2020 season.** Following discussion, a motion was made by Committee Member Hinz, seconded by Committee Member Bonti to open the Cross Plains Swimming Pool for the 2020 season. Motion carried.
3. **Discussion and possible action regarding Recreation Program offerings for Summer 2020.** No action was taken.
4. **Discussion and possible action regarding the review of the Driftless Downs Mixed-Use Mountain Biking Trail.** Following an update given by Ron Kuntowski, Capital Off Road Pathfinders, no action was taken on this item.
5. **Discussion and possible action regarding policy on naming rights for Parkland, Conservation Land, Regional Trails and/or Facilities.** Following discussion, a motion was made by Committee Member Bonti, seconded by Committee Member Borchardt to approve the Policy on naming rights for parkland, conservation land, regional trail and/or facilities, providing roman numeral 4 communicates the name must meet one (1) of the following. Motion Carried.

V. Adjournment

A motion was made by Committee Member Bonti, seconded by Committee Member Borchardt to adjourn at 8:18 pm. Motion carried.

This meeting notice constitutes an official meeting of the above referenced group and was posted in accordance with all applicable laws related Open Meetings Law. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information or to request this service, contact the Village Hall at (608) 798-3241 or bchang@cross-plains.wi.us



Village of Cross Plains

Parks and Recreation Department

Memorandum

To: Parks, Recreation and Conservancy Committee
From: Michael Axon, Village of Cross Plains Parks and Recreation Director
Date: June 9, 2020
Re: Director's Report – June 2020

This memo serves as an update regarding the Village of Cross Plains Parks and Recreation Department summer operations and programming for the 2020 season. At this time, our department is taking incremental steps in providing facilities and recreational opportunities, ensuring these services are offered in a safe and healthy environment. To ensure this commitment, staff has been working diligently to update and/or established new policies, procedures and schedules for our facilities and programs.

According to “Forward Dane”, a plan published by Madison-Dane County Public Health on Monday, May 18, 2020, in order to open facilities and programming to the public three policies should be in place. These policies include: Hygiene, Cleaning and Protective Measure.

- Hygiene Policy
 - Ensuring employees who have a fever or other symptoms of COVID-19 will not be allowed to work.
 - Hand washing expectations and supplies available for staff.
 - Description of proper cough and sneeze etiquette.
- Cleaning Policy
 - Cleaning and disinfecting frequently touched surfaces multiple times a day.
 - Frequently wiping down any shared equipment, work spaces, etc.
 - Cleaning common areas and equipment between shifts.
 - Protocols to clean and disinfect in the event of a positive COVID-19 case.
- Protective Measure Policy
 - Ensuring people are at least 6 feet from others when possible.
 - Employees are provided with and wear face coverings when unable to maintain 6 feet distance.
 - Transparent partition in place, face covering recommended but not required.
- Document staff receipt, acknowledgement or training on the policies.

The Forward Dane Plan was also used to prioritize program(s) and facility offerings, using these parameters to only provide programs and facilities that we can ensure participant and staff safety. To ensure participant and staff safety, we've provided parents with new policies and procedures that are outlined in our Parent Handbook. Phase 1 of the “Forward Dane” plan, allows for 25% capacity for facilities and limiting groups of people to 15 for regulated and unregulated programming.

Full Day Summer Camp COVID Plan 2020

Administration:

- 15 kids per room (5-day kids upstairs and 3-day kids downstairs)
- 1st bathroom for upstairs; 2nd bathroom for downstairs
- 2 staff members upstairs and 2 downstairs; Andrea or Katarena at the front desk (checking in and out, cleaning bathrooms and going between groups)
 - Checking in and out will be done at the downstairs desk only by Katarena or Andrea (we will be switching off between opening and closing)
 - Parents will not be allowed to go much further than the desk unless necessary, we will call upstairs for pick up and find the kids downstairs for the parents.
 - Katarena or Andrea use the tablet/phone to check groups in or make parents use their brightwheel app to scan their children in

Shifts/Part time staff:

- Downstairs: 7:30a-12:30p (x2) 12:30p-6p (x2)
- Upstairs: 7:30a-1p (x2) 1p-6p (x2)
- Staff is either upstairs or downstairs all summer (occasional subs between the two if needed)
- Staff clock in and out on their own devices.
- Encourage parents and staff to communicate via brightwheel since staff will be able to use their own phones and will help keep documentation of messages.
- Kids will all be assigned their own baggies of craft supplies that will be stored in cubbies (move unattached cubbies downstairs in hallway on the outside of theater room for downstairs.
- Toys will be stored in the office and brought out when children asked for them and put into a separate area for cleaning when children are done. Staff will be assigned cleaning duties and logs for the separate room.
- A walking school bus will not be provided for the 2020 program, keeping cross contamination of groups at a minimum.

New Procedures:

- Kids must wash hands or use hand sanitizer upon arrival
- Hand sanitizer in every room
- Wipe down railings, counters, door knobs every hour and/or between shifts.
- Parents will not be allowed into the building at the current time. Parents can text the camp phone or brightwheel app and F/T staff will bring the children out to the parking lot.

2020 Program Schedule – COVID19

(As of June 9, 2020)

June Programs

- Karate: June 15
- Dance – June 23- July 29
- Spies and CSIs: TBD
- Sabol Gymnastics & Parent Tot Gymnastics: August (TBD)
- Archery: July 21 – August 27 (2 sessions)
- Little Crafters Session 2
- Sand Volleyball as scheduled
- Tennis as scheduled
- Junior Lifeguards Session 2 as scheduled; new time
- Mad Science: TBD
- Nature Explorers: TBD
- Dodgeball as scheduled
- Nerf Alert as scheduled
- Capture the Flag as Scheduled
- Disc Golf as Scheduled
- Messy Fests as scheduled

Canceled Programs (As of May 15, 2020)

- Tween Night
- Volleyball Camp
- Jr Lifeguards Session 1
- Archery Intermediate Session 1
- Little Crafters Session 1
- Tot Rock and Roll Through Summer Session 2
- U10&U12 softball
- Sandlot league
- Swim lessons

Summer Camp

Monday, June 8, the Parks and Recreation Department opened our doors for Summer Camp at “The Club” located at 1841 Bourbon Road. This program is offered weekly, June 8 – August 28. Although our numbers fluctuate weekly, the program has two separate spaces to host participants. (3-Day: Downstairs; 5-Day: Upstairs) Week 1 currently has 12 participants (3-day) and 13 participants (5-day).

Youth Dance

Tuesday, June 23, the Parks and Recreation Department will begin our Summer Youth Dance Program. After discussion and approval from Northwest Dane Senior Services (NWDSS) Executive Director, Paulette Gunn, the youth dance program will be hosted at NWDSS fitness room. By providing space adjacent to our current day camp, we’re able to commit full-time staff to administering new policies and procedures to ensure participant and staff safety. This program will run Tuesdays, 9:00 am-12:15 pm and Wednesdays, 11:15 am-7:15 pm, June 23 – July 29. More information is provided in our Parent Handbook currently being updated.

Cross Plains Pool

On Wednesday, July 1, the Parks and Recreation Department will be opening the Cross Plains Pool, incorporating once again new operating policies and procedures. The current schedule includes:

Monday - Friday	
5:00 am - 6:45 am	Adult Lap Swim
6:45 am - 7:00 am	Cleaning deck and touch points
7:00 am - 11:00 am	Private Rental -MAC
11:00 am - 11:15 am	Cleaning deck and touch points
11:15 am - 11:45 am	Private Rental - Stingrays
11:45 am - 12:00 pm	Cleaning deck and touch points
12:00 pm - 7:00 pm	Open Swim
7:30 pm - 10:00 pm	Private Rental - Stingrays

Saturday - Sunday	
5:00 am - 6:45 am	Adult Lap Swim
6:45 am - 7:00 am	Cleaning deck and touch points
7:00 am - 8:45 am	Private Rental - MAC
8:45 am - 9:00 am	Cleaning deck and touch points
9:00 am - 11:45 am	Private Rental - Stingrays
11:45 am - 12:00 pm	Cleaning deck and touch points
12:00 pm - 7:00 pm	Open Swim

A Cross Plains Pool Handbook has been created to provide participants with information regarding changes to operating policies and new procedures. (Exhibit A)

Highlights within this plan:

- Membership Only (Resident and Non-Resident)
- Sign Up Genius (Must register before each session)
- Entrance/Exit Changes
- Use of Restroom/Showers
- Age Rule Change (12 and under need Chaperone (14+) maximum 5 children)
- Lost and Found
- No Concession Stand
- No Wading Pool
- No Pool Furniture or Goggles Provided
- No Tuesday Night Free Night (No daily fees)
- No balls, rafts and other
- No Pool Rentals

This is a long list of new policies and procedures as we move forward. We understand some of these items may inconvenience participants and/or staff, yet feel this is the safest way to provide services to our community at this time. If you have any questions or need further clarification prior to the meeting, please let me know.

Sincerely,

Michael Axon
Village of Cross Plains
Parks and Recreation Director

Exhibit A



2020

SUMMER POOL INFORMATION

CROSS PLAINS POOL

OPENING: JULY 1, 2020 CLOSING: AUGUST 23, 2020

2106 Lewis St.

Cross Plains, WI 53528

798-3891

Open Swim

(7 days per week)

12:00 PM – 2:00 PM

2:30 PM – 4:30 PM

5:00 PM – 7:00 PM

Membership Rates

Resident

Non-Resident

Individual \$50.00 Individual \$115.00

Family \$100.00 Family \$155.00

* Lap Swim

Monday – Friday

5:00 am – 7:00 am

Saturdays and Sundays

7:00 am-9:00 am

*Must have pool membership

*Must be 18 years old

Day Pass Fees

NO DAY PASS for 2020

MUST PURCHASE POOL MEMBERSHIP

Pool membership can be purchased
online at:

<http://crossplains.activityreg.com>

Or

the Village Office. (2417 Brewery Road)

Swimming Lessons

Canceled for 2020

NEW POLICIES AND PROCEDURES

The Village of Cross Plains is committed to maintaining a safe and healthy environment for our staff and patrons within our facility. Using the guidance from the county, state and CDC, we have developed general safety protocols to be able to offer programs and facilities in a controlled, safe environment.

Village of Cross Plains - Response to COVID-19

- Prior to entering the facility, patrons will wait in line 6 feet apart; there will be X's marking safe distance on the sidewalk.
- Each swimmer and staff member will be asked the following questions each day upon entry:
 - Are you experiencing COVID-19 symptoms such as fever, cough, flu-like symptoms?
 - Have you been in contact with someone who has tested positive for COVID-19?
- Patrons and staff will be encouraged to wear a face screening anytime they're out of the water and unable to keep a minimum 6 feet of social distance.
 - Royal blue stingrays will be painted on the pool deck to signify the proper 6 ft. of distance.
- Cleaning and disinfection according to CDC guidelines for Cleaning and Disinfection for Community Facilities will be followed.
 - A 15 minute window is in place after each session of Adult Lap Swim;
 - A 30 - minute window is in place after each session of open swim;
 - allowing staff to disinfect high touch surfaces including: gate latches, handrails, pool ladders and rest room facilities.
- There will be NO deck chairs provided for the 2020 season; patrons are allowed to bring their own but will need to remove the item after each session.
- Patrons will no longer enter/exit through the facility bathhouse. Use of restroom facilities will be made available to members during their sessions.
- We encourage swimmers to come to the pool ready to swim, limiting the use of the locker room facilities.

NEW POLICIES AND PROCEDURES CONT.

Village of Cross Plains - Response to COVID-19 CONT.

- We encourage swimming with family members only. Parent's need to watch over their own children to enforce social distancing.
- Hand sanitizer will be provided for patrons and staff at the entrance and exit of the pool facility.
- A pool manager will be on site at all times to help monitor and enforce the 6 feet of social distancing throughout the facility.

NEW POLICIES AND PROCEDURES CONT.

Pool Memberships:

Each participant must have a pool membership prior to entering the facility for open swim and/or lap swim. Day passes will not be available for the 2020 season.

Sign Up for Open Swim and Lap Swim Time:

Once your membership is purchased, you'll receive an email with information needed to enter the facility. Due to capacity restrictions (54 patrons), participants will need to register at signupgenius (link and password provided with receipt of membership) prior to entering the facility each day/session. Members will be allowed to access each day/session up to 5 days in advance.

- Two lap swim time slots available:
 - 5:00 am - 5:45 am; 6:00 am - 6:45 am
- Three open swim time slots available:
 - 12:00 pm - 2:00 pm; 2:30 - 4:30 pm; 5:00 pm - 7:00 pm
- You may only reserve spots for **your** membership.
 - (Ex: If your family of 4 will be attending at 12:00 pm on July 1, you will put 4).

Entrance: (Diagram Right)

Entering the pool facility will be done at the South-East gate, near the pavilion and library.

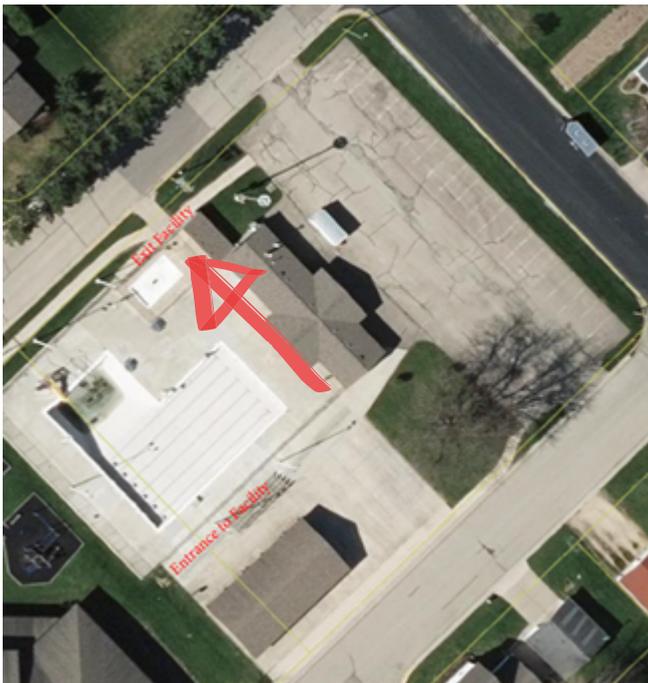
- Patrons will be asked a series of questions prior to admittance by Village Staff and will be educated on new social distancing policies within our facility.
- Entrance gate will be closed 30min after each open swim block begins and 15min after each lap swim block. If you need to leave the facility at anytime during your swim block, you will need to discuss re-entry with staff. We strongly encourage all patrons to stay inside the facility for the duration of their designated swim block time.



NEW POLICIES AND PROCEDURES CONT.

Exit:

Exiting the pool facility will be done at the North-West gate. We ask patrons to exit promptly at the end of their session. A 15min warning before the end of each swim session will be given. Patrons will not be allowed into the bathhouse to shower and change.



Use of Restroom/Shower:

Restrooms for patrons will remain open during each swim session. (Limit 1 family or 4 persons at a time). Staff will access the locker-room to disinfect touch points throughout the entire session. The manager will lock the facility 5min before the END of each swim session to ensure prompt exiting by all patrons.

Concessions:

There will be NO concessions at the Cross Plains Pool for the 2020 season due to COVID-19 concerns. Food and drink is not allowed on the pool deck; you may bring water in a sealed non-glass container.

Wading Pool:

The wading pool is closed for the 2020 season due to space limitations and 6 feet of social distance compliance issues.

Pool Furniture and Goggles:

There will be NO pool chairs or goggles available to the public this season. Patrons are allowed to bring their own chairs and goggles into the facility. Patrons are responsible for all of their items.

NEW POLICIES AND PROCEDURES CONT.

Age Rule Change:

At this time, children under the age of 12 will need to be accompanied by an adult/babysitter due to controlling social distancing at the pool. The adult/babysitter must be with the child, inside the fenced in area at all times. Chaperones must be 14 years or older and will only be allowed to chaperone a maximum of 5 children.

Lost and Found:

We will no longer keep lost and found items in the guard office. Items will be placed in front of the building and discarded after 48 hours.

Pool Slide and Diving Board:

The pool slide and diving board will be available for patrons during open swim time. Patrons waiting in line, must keep 6 feet of social distance from the person in front of them. One person will be allowed on the slide and diving board at a time.

Tuesday Night Free Night:

The Tuesday Night Free Swim will not be offered for the 2020 season due to COVID-19 concerns.

Inflatable Balls, Rafts and other:

These items will not be allowed for the 2020 season. Minimal personal possessions at this time.

Pool Rentals

To allow for more open swim times; there will be no pool rentals for the 2020 season.



Village of Cross Plains

Parks and Recreation Department

Memorandum

To: Parks, Recreation and Conservancy Committee
From: Michael Axon, Village of Cross Plains Parks and Recreation Director
Date: June 11, 2020
Re: PRC Meeting – June 15, 2020

Committee Discussion

1. **Discussion and possible action to approve the minutes of January 20, 2020.** – For Approval
2. **Discussion and possible action to approve the minutes of May 18, 2020.** - For Approval
3. **Discussion and possible action regarding the Cross Plains Swimming Pool Opening for the 2020 season.** For Approval with discussion.

a) *A number of new policies and procedures are in place to provide a safe environment for staff and participants. On Tuesday, May 26, the Village Board approved the opening of the Cross Plains Pool on July 1, 2020. Direction included:*

- *membership only, limiting cash handling,*
- *Allowing Village residents only*
- *Provide a schedule that allows equal or greater amount of time for the public over private operation.*

Following the Village Board meeting, staff was provided an email from CVMIC (City and Village Mutual Insurance Company) that discussed “Preferential Treatment” and how limiting the use to residents could jeopardize immunity recreational immunity, as the purpose of this statute was to encourage governmental entities to open up their facilities to the “public”. Due to this email, staff recommends the following:

- *Open July 1 – August 23, 2020*
- *Open for Membership(s) only;*
 - *Residents Individuals (\$50), Residents Family (\$100)*
 - *Non-Resident Individuals (\$115), Non-Resident Family (\$155)*
- *25% capacity maximum (75 participants – allow for social distancing)*
- *Times to include*

Monday - Friday	
5:00 am - 6:45 am	Adult Lap Swim
6:45 am - 7:00 am	Cleaning deck and touch points
7:00 am - 11:00 am	Private Team Rental
11:00 am - 11:15 am	Cleaning deck and touch points
11:15 am - 11:45 am	Private Team Rental
11:45 am - 12:00 pm	Cleaning deck and touch points
12:00 pm - 7:00 pm	Open Swim
7:30 pm - 10:00 pm	Private Team Rental

Saturday - Sunday	
5:00 am - 6:45 am	Adult Lap Swim
6:45 am - 7:00 am	Cleaning deck and touch points
7:00 am - 8:45 am	Private Rental - MAC
8:45 am - 9:00 am	Cleaning deck and touch points
9:00 am - 11:45 am	Private Rental - Stingrays
11:45 am - 12:00 pm	Cleaning deck and touch points
12:00 pm - 7:00 pm	Open Swim

4. **Discussion and possible action regarding the Facility Use Agreement between the Village of Cross Plains and the Cross Plains Stingrays.** – For Approval as presented following discussion.
5. **Discussion and possible action regarding the Facility Use Agreement between the Village of Cross Plains and Madison Aquatic Club (MAC).** – For Approval as presented following discussion.

Sincerely,

Michael Axon
Village of Cross Plains
Parks and Recreation Director

Village of Cross Plains
FACILITY USE AGREEMENT

THIS AGREEMENT is entered into effective as of the last date of signature by and between the Village of Cross Plains, a Wisconsin municipal corporation (hereinafter the “VILLAGE”) and the entity identified below (hereinafter the “LICENSEE”).

LICENSEE: **Cross Plains Stingrays
Stacy and Tom Bernd**
ADDRESS: **1023 Tilda Trail**
CITY/STATE/ZIP CODE: **Cross Plains, WI 53528**

In consideration of the mutual covenants contained in this AGREEMENT and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. SCOPE OF USE. The Village hereby grants the LICENSEE the right to use the following facilities during the periods identified:

FACILITY: **Cross Plains Community Swimming Pool
Cross Plains Community Outdoor Pool Storage Building
2106 Lewis Street
Cross Plains, WI 53528**

PERMITTED USE: **Swim Team Practice at the outdoor pool that includes the use of the entire main swimming pool, diving well, deck, restroom facility, and Municipal Shelter.**

DAYS & TIME USE IS AUTHORIZED (hereinafter the “AUTHORIZED PERIODS”):
Practices

- Swim team practices shall be from 7:30 pm – 9:30 pm Monday – Friday.
- Swim team practices shall be from 9:30 am – 11:30 am Saturday and Sundays.

Swim Meets

- No swim meets or competitive swimming will take place during the 2020 season.

Storage

- All equipment used for the swim team shall be stored in the designated storage building.
- (2) Pool keys will be given to the Swim Team President for their designation and/or use during scheduled hours.
- Any repair or replacement of diving blocks will be the responsibility of the Swim Team.

Miscellaneous

- In addition to Section 8 of this AGREEMENT, LICENSEE shall provide VILLAGE with an Insurance Certificate, adding the Village of Cross Plains as an additional insured on the LICENSEE’s liability insurance policy before the first use of the pool.
- LICENSEE shall provide the VILLAGE with a written Facility Use Plan for keeping their coaches, participants and/or team representatives healthy and safe during the contracted time.
- All LICENSEE coaches shall have lifeguard certification and shall provide documentation of such certification to the Parks and Recreation Director prior to the start of the pool season.

- All LICENSEE coaches shall participate in a VILLAGE staff training, to ensure coaches can conduct and comply with the VILLAGE'S Emergency Action Plan.
- No food or beverages will be allowed inside the fenced in area, office or bathhouse for participants, staff or coaches.
- LICENSEE shall provide one (1) coach, to be designated as a lifeguard, in an elevated guard stand prior to allowing swimmers into the water.
- LICENSEE shall be responsible for the administration and on-site supervision of their program including actions of their staff and registered participants as well as the equipment and supplies that are the property of the team.
- Village of Cross Plains shall notify Swim Team President of staff recommendation of any pool rental increases for the next budget year and inform Swim Team President of dates of meetings of Parks & Recreation Board and Village Board at least 30 days in advance of any recommendations or decisions made by those committees or boards.
- No swimmers or parents shall be allowed in the facility during team practices unless preapproved by the Parks & Recreation Director or by emergencies only.
- Any request that is not covered in this agreement shall be provided in writing to the Parks & Recreation Director at least 24 hours in advance of when request is needed.
- Any violation of this agreement shall result in written and verbal warnings to the LICENSEE and may result in a forfeiture of time allocated for LICENSEE and security deposit from LICENSEE. The Park and Recreation Director, at his own desecration, may deem a violation so severe that he/she may immediately remove LICENSEE, its coaches, volunteers, or participants from the premises. LICENSEE shall remediate and resolve the violation prior to reuse of the pool.

2. **CONSIDERATION.** In consideration of the above identified use of the FACILITY, LICENSEE shall have each participant purchase a pool membership (Single Resident: \$50.00, Family Resident: \$100, Single Non-Resident: \$115.00, Family Non-Resident \$155.00) from the VILLAGE. **LICENSEE will provide the VILLAGE with a roster prior to July 1st.**

3. **TERM/TERMINATION.** The term of this AGREEMENT shall commence on **July 1, 2020** and terminate on **August 23, 2020**. The VILLAGE may, for any reason or no reason at all, terminate this AGREEMENT upon thirty days notice.

4. **PROPERTY CONDITION.** The VILLAGE makes no representations or warranties as to the condition of the FACILITY or its adequacy for LICENSEE'S intended use other than compliance with Chapter DHS 172 of Wisconsin Administrative Code – Safety, Maintenance and Operation of Public Pools and Water Attractions. LICENSEE agrees to take the FACILITY as is and acknowledges that it shall be LICENSEE'S responsibility and obligation to assure that the FACILITY is in safe condition to be used for the purpose anticipated. LICENSEE acknowledges that it shall be obligated to regularly inspect the FACILITY and to promptly take affirmative steps where necessary to warn users or rectify hazards in order to prevent injury to property and persons.

5. **VILLAGE ACCESS.** The VILLAGE reserves the right to enter the FACILITY at any time during the AUTHORIZED PERIODS for any reasonable purpose. In the event the VILLAGE enters the FACILITY during AUTHORIZED PERIODS in a manner which interferes with LICENSEE'S use, LICENSEE'S sole remedy shall be refund of the CONSIDERATION paid for the periods of interference or termination of this AGREEMENT.

6. **LICENSEE RESPONSIBILITIES.**

A. LICENSEE shall remove all its property and equipment from the FACILITY outside of the AUTHORIZED PERIODS. LICENSEE is solely responsible for ensuring their property and equipment used is safe and properly maintained. LICENSEE shall have sole responsibility for the protection of LICENSEE'S property and agrees that

the VILLAGE shall have no liability for injury to persons during LICENSEE'S activities or damage to, or theft of, property located therein. The VILLAGE shall have no obligation regarding liability for that property.

B. LICENSEE shall provide, at its sole expense, an adult on-site manager during the AUTHORIZED PERIODS, who shall be responsible for supervision of all individuals participating in the activities conducted pursuant to this AGREEMENT.

C. LICENSEE shall comply with, and ensure all of its participants comply with, all rules and regulations which shall be instituted by the VILLAGE from time to time.

D. LICENSEE shall repair all damage to the FACILITY caused by its employees, agents and participants, keep the FACILITY clean and orderly at all times, and not conduct any activity which would reasonably disturb others using the FACILITY. LICENSEE shall not be responsible to clean or maintain FACILITY outside of the intended use of LICENSEE. LICENSEE is under no obligation to leave FACILITY in a condition better than found. LICENSEE may contact the VILLAGE to notify them of repair/cleaning issues that are encountered that are the responsibility of the VILLAGE.

7. INDEMNITY. To the fullest extent allowable by law, the LICENSEE hereby indemnifies and shall defend and hold harmless the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the LICENSEE or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this AGREEMENT regardless if liability without fault is sought to be imposed on the VILLAGE. The LICENSEE'S aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the VILLAGE, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this AGREEMENT.

In any and all claims against the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of the LICENSEE, any sub-LICENSEE, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the LICENSEE or any sub-LICENSEE under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this AGREEMENT or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any contract. This clause is to be read in conjunction with all other indemnity provisions contained in this AGREEMENT. Any conflict or ambiguity arising between any indemnity provisions in this AGREEMENT shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

The LICENSEE shall reimburse the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The LICENSEE'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

8. INSURANCE. LICENSEE shall, at its sole expense, maintain in effect at all times during the term of this AGREEMENT insurance coverage acceptable to the VILLAGE and, upon request, provide a copy of the insurance policy to the VILLAGE.

9. MISCELLANEOUS PROVISIONS.

A. ENTIRE AGREEMENT: This AGREEMENT supersedes any and all agreements previously made between the parties relating to the subject matter of this AGREEMENT and there are no understandings or

agreements other than those incorporated in this AGREEMENT. This AGREEMENT may not be modified except by an instrument in writing duly executed by all the parties.

B. PARTIES BOUND: This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood the LICENSEE may not assign any rights or obligations under this AGREEMENT without the prior written consent of the VILLAGE.

C. SEVERABILITY: If any provision of this AGREEMENT shall under any circumstances be deemed invalid or inoperative, this AGREEMENT shall be construed with the valid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

D. NOTICE: Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid.

E. NEUTRAL CONSTRUCTION: The parties acknowledge that this AGREEMENT is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have it reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this AGREEMENT shall be construed more strictly for or against either party because that party's attorney drafted this AGREEMENT or any part hereof.

IN WITNESS WHEREOF, the parties have executed this **AGREEMENT** effective as of the last date of signature below.

VILLAGE OF CROSS PLAINS

By: _____
Jay Lengfeld, Village President

Attest: _____
Bill Chang, Village Administrator/Clerk

Date

Date

CROSS PLAINS STINGRAYS

By: _____

(Name & Title)

Village of Cross Plains
FACILITY USE AGREEMENT

THIS AGREEMENT is entered into effective as of the last date of signature by and between the Village of Cross Plains, a Wisconsin municipal corporation (hereinafter the “VILLAGE”) and the entity identified below (hereinafter the “LICENSEE”).

LICENSEE: **Madison Aquatic Club**
Shane Ryan
ADDRESS: **6614 Jacobs Way**
CITY/STATE/ZIP CODE: **Madison, WI 53711**

In consideration of the mutual covenants contained in this AGREEMENT and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. SCOPE OF USE. The Village hereby grants the LICENSEE the right to use the following facilities during the periods identified:

FACILITY: **Village of Cross Plains Swimming Pool**
2106 Lewis Street
Cross Plains, WI 53528

PERMITTED USE: **LICENSEE will have exclusive use of the outdoor pool that includes main vessel, diving well, deck and restroom facility.**

Practices

- LICENSEE practices shall be from 7:00 am – 11:00 am Monday – Friday.
- “LICENSEE may request increased participation in accordance with Madison Dane County Public Health and “Forward Dane. Upon written request from LICENSEE, the Parks and Recreation Director may approve the request. LICENSEE shall not increase participation unless it has received written communication and approval of the increased participation.”

Swim Meets

- There shall be no swim meets.

Storage

- Lane lines will be provided by the VILLAGE.

Miscellaneous

- In addition to Section 8 of this AGREEMENT, LICENSEE shall provide VILLAGE with an Insurance Certificate, adding the Village of Cross Plains as an additional insured on the LICENSEE’s liability insurance policy before the first use of the pool.
- LICENSEE shall provide the VILLAGE with a written Facility Use Plan for keeping their coaches, participants and/or team representatives healthy and safe during the contracted time.
- All LICENSEE coaches shall have lifeguard certification and shall provide certification to the Parks and Recreation Director prior to the start of the pool season.
- All coaches for LICENSEE shall participate in a VILLAGE staff training, to ensure coaches can conduct and comply with the VILLAGE’S Emergency Action Plan.

- VILLAGE shall provide one (1) pool manager. The pool manager shall be in charge of all operations at the Cross Plains Pool.
- No food or beverages will be allowed inside the fenced in area, office or bathhouse for participants, staff or coaches.
- LICENSEE shall provide one (1) coach, to be designated as a lifeguard, in an elevated guard stand prior to allowing swimmers into the water.
- Any request that is not covered in this agreement shall be provided in writing to the Parks & Recreation Director at least 24 hours in advance of when request is needed.
- Any violation of this agreement shall result in written and verbal warnings to the LICENSEE and may result in a forfeiture of time allocated for LICENSEE. The Park and Recreation Director, at his own desecration, may deem a violation so severe that he/she may immediately remove LICENSEE, its coaches, volunteers, or participants from the premises. LICENSEE shall remediate and resolve the violation prior to reuse of the pool.
- The VILLAGE will send an invoice to the LICENSEE on the 30th day of July and August, per the AGREEMENT.

2. **CONSIDERATION.** In consideration of the above identified use of the FACILITY, LICENSEE shall pay the VILLAGE sum of **\$50 per hour, (1 swimmer per lane/Max 6), +\$4.50 per additional swimmer, per lane, per hour.**

3. **TERM/TERMINATION.** The term of this AGREEMENT shall commence on **July 1, 2020** and terminate on **August 23, 2020**. The VILLAGE may, for any reason or no reason at all, terminate this AGREEMENT upon thirty days' notice.

4. **PROPERTY CONDITION.** The VILLAGE makes no representations or warranties as to the condition of the FACILITY or its adequacy for LICENSEE'S intended use other than compliance with Chapter DHS 172 of Wisconsin Administrative Code – Safety, Maintenance and Operation of Public Pools and Water Attractions. LICENSEE agrees to take the FACILITY as is and acknowledges that it shall be LICENSEE'S responsibility and obligation to assure that the FACILITY is in safe condition to be used for the purpose anticipated. LICENSEE acknowledges that it shall be obligated to regularly inspect the FACILITY and to promptly take affirmative steps where necessary to warn users or rectify hazards in order to prevent injury to property and persons.

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7. INDEMNITY. To the fullest extent allowable by law, the LICENSEE hereby indemnifies and shall defend and hold harmless the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the LICENSEE or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this AGREEMENT regardless if liability without fault is sought to be imposed on the VILLAGE. The LICENSEE'S aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the VILLAGE, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this AGREEMENT.

In any and all claims against the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of the LICENSEE, any sub-LICENSEE, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the LICENSEE or any sub-LICENSEE under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this AGREEMENT or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the VILLAGE, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any contract. This clause is to be read in conjunction with all other indemnity provisions contained in this AGREEMENT. Any conflict or ambiguity arising between any indemnity provisions in this AGREEMENT shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

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VILLAGE OF CROSS PLAINS

By: _____
Jay Lengfeld, Village President

Attest: _____
Bill Chang, Village Administrator/Clerk

Date

Date

MADISON AQUATIC CLUB

By: _____

(Name & Title)