



VILLAGE OF COTTAGE GROVE NOTICE OF PUBLIC MEETING

Parks, Recreation & Forestry Committee

Thursday, May 25, 2023

5:00 p.m.

This meeting will take place virtually via Zoom. Please join the meeting from your computer, tablet or smartphone by visiting <https://us06web.zoom.us/j/85689487030?pwd=ZmRlb1h1bXg1Y1NnNGJ6QkNvUjFFLUT09>

You can also participate via phone by dialing 1-312-626-6799 and use Meeting ID: **856 8948 7030**
When asked for your Participant ID, just press #. When asked for the Passcode, enter **221**

You may also choose to participate by providing public comment prior to the meeting vial email to the Director of Parks, Recreation & Forestry Sean Brusegar sbrusegar@village.cottage-grove.wi.us

If this is a teleconference, virtual or hybrid meeting, please review the Village of Cottage Grove's [policy](#)

AGENDA

1. Call To Order.
2. Roll Call And Confirm That The Meeting Was Properly Posted.
3. Public Appearances: Public's Opportunity To Speak About Any Subject That Is Not A Specific Agenda Item.
4. Discuss Park Development Funds

Documents:

[PARK FEES 5.18.23.PDF](#)

5. Discuss And Consider Using Civic Rec As Parks & Recreation Registration Software.
6. Discuss And Consider Bakken Park Agreement With MUR.

Documents:

[5.1.2023 DRAFT-AGREEMENT FOR USE OF PARK FACILITIES.PDF](#)

7. 2023 Parks And Recreation Project Updates.
8. Director's Report - Parks, Recreation And Forestry Update.

9. Approve The Minutes Of The April 27, 2023 Parks, Recreation And Forestry Committee Meeting.

Documents:

[4.27.23 PRFC MINUTES.PDF](#)

10. Future Agenda Items.

11. Adjournment

Notice:

1. Persons needing special accommodations should call 839-4704 at least 24 hours prior to the meeting.
2. It is possible that members of and possibly a quorum of members of other governmental bodies 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.
3. Any item on the agenda is subject to final action.

Park Developer Fees

Fund Activity

Quarter 1 Summary

	Total	Unrestricted	Donations Baseball	Donations Soccer	Shady Grove	Westlawn 4th	Westlawn 5th
12/31/2022	569,728.25	433,551.54	28,217.71	2,000.00	14,700.00	41,423.00	49,836.00
1st Quarter activity	<u>32,208.81</u>	<u>1,100.81</u>	<u>14,500.00</u>	<u>-</u>	<u>13,608.00</u>	<u>-</u>	<u>3,000.00</u>
3/31/2022	<u>601,937.06</u>	<u>434,652.35</u>	<u>42,717.71</u>	<u>2,000.00</u>	<u>28,308.00</u>	<u>41,423.00</u>	<u>52,836.00</u>

Unrestricted Parks

- Redhawk
- Willow Run
- Fireman Park
- Huston
- Community Park
- Dublin Park
- Strouse Park
- Northlawn Park
- Gov Taylor Nature Park

Revenues

Date	Address	Park Dev Fee	Fee in Lieu	Development	
2/3	414 E School Rd	1,500.00	-	Quarry Ridge 1st	No park associated, unrestricted (Willow Run)
2/15	404 E School Rd	1,500.00	-	Quarry Ridge 1st	No park associated, unrestricted (Willow Run)
2/21	2016 Paris Lane	1,500.00	-	Westlawn 5th	
2/28	1309 Michelle Lane	1,500.00	-	Quarry Ridge 1st	No park associated, unrestricted (Willow Run)
2/28	544 Fundamental Way	2,100.00	2,436.00	Shady Grove	
3/21	403 Max Kolbe Cir	2,100.00	2,436.00	Shady Grove	
3/21	2998 London Ave	1,500.00	-	Westlawn 5th	
3/30	505 Buss Rd	2,100.00	2,436.00	Shady Grove	
		<u>13,800.00</u>	<u>7,308.00</u>		

Month	Description	Amount
January	Interest	1,682.42
February	Interest	1,673.59
March	Interest	<u>1,639.80</u>
		<u>4,995.81</u>

Donations

January	Summit Credit Union	1,250.00
January	Summit Credit Union	10,750.00
January	Excellence in Dentistry	1,300.00
January	Bank of Sun Prairie	<u>1,200.00</u>
		<u>14,500.00</u>

Expenditures

Date	Description	Amount
3/6	PYT Sports Inc	3,395.00
3/21	Rural Masonry Co Inc	<u>5,000.00</u>
		<u>8,395.00</u>

**AGREEMENT FOR USE OF BAKKEN PARK
IN THE VILLAGE OF COTTAGE GROVE**

This agreement for use of park facilities (“Agreement”) is entered into by the Village of Cottage Grove (“Village”), a Wisconsin municipal corporation, and Madison United Rugby, Inc. (“MUR”), a Wisconsin non-stock corporation, and WRC Sports Complex, Inc. (“WRC”), a Wisconsin non-stock corporation.

RECITALS

- A. The Village owns and manages Bakken Park, a park held in trust by the Village for public use.
- B. Bakken Park is adjacent to land owned by WRC that it uses for hosting rugby events.
- C. MUR and WRC host events throughout the year and MUR and WRC desire to use Village soccer fields in Bakken Park (“Soccer Fields”) for additional rugby fields for larger events.
- D. The Village desires to provide MUR and WRC use of Soccer Fields for large rugby events hosted by MUR and WRC provided their use can be properly balanced with the public’s use of Bakken Park.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the mutual promises, obligations, and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, MUR, WRC, and the Village agree as follows:

- 1. MUR and WRC shall be permitted to use Soccer Fields for rugby events provided MUR and WRC comply with all the requirements for reserving the Soccer Fields pursuant to Section 2 of this Agreement.
- 2. MUR and WRC shall only be allowed to use the Soccer Fields if they comply with the following requirements.
 - a. MUR and WRC must reserve the Bakken Park shelter for the full day that they will use Village Soccer Fields. The shelter fee shall be determined annually by the Village and consistent with the Village’s shelter rental fee schedule.
 - b. MUR and WRC must provide the Village, in writing, the dates that they will use the Soccer Fields by December 31 every year for the following calendar year.

- c. MUR and WRC must provide the Village Police Department and Village Emergency Medical Services (“EMS”) provider written notice of all dates in which MUR and WRC will use Village Soccer Fields by December 31 for the following calendar year. If the Village Police Department or EMS provider determines that additional services will be necessary for the event, MUR and WRC shall pay for the costs of providing additional services. MUR and WRC shall pay for the cost of additional services within 30 days of receiving an invoice from the Village.
 - d. The Village may require MUR and WRC to provide a shuttle service for participants to MUR/WRC events if it determines there will be insufficient parking for the event.
3. If MUR and WRC submit dates to use the Village Soccer Fields after December 31, the Village may approve those requests in its sole discretion.
4. Use of Village Parking Lot. On dates that MUR and WRC have reserved Village Soccer Fields, rugby participants may use the entire Bakken Park parking lot area, excluding the Grove Street parking lot. On dates that MUR and WRC have not reserved the Village Soccer Fields, rugby participants may have use of the 35 parking spaces on the attached Exhibit A, which is incorporated into this Agreement. In the event attendees of rugby events held by WRC and MUR do not park in the appropriate spaces, the Village may revoke WRC’s and MUR’s use of the Bakken Park parking lot for events in which they have not reserved Village Soccer Fields.
5. WRC and MUR nor their rugby events shall interfere with the public’s use and enjoyment of Bakken Park on days when WRC and MUR have not reserved the Soccer Fields.
6. This Agreement shall be effective until January 1, 2028. It shall automatically renew for additional five-year terms every five years on January 1, beginning on January 1, 2028.
7. Either party may terminate this Agreement without cause by providing the other party with written notice of the intent to terminate. The Agreement shall then terminate one year after providing the written notice.
8. Default. If MUR or WRC violate any requirements of this Agreement, in addition to any other legal remedies, the Village may immediately revoke any permissions for use of Soccer Fields under this Agreement or terminate this Agreement immediately.

9. Indemnification. MUR and WRC shall indemnify and hold harmless the Village, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from performing Agreement provided, however, that such indemnification shall not extend to directions to MUR and WRC by the Village or its employees to perform acts if the acts are performed in accordance with such direction. MUR and WRC shall indemnify and hold harmless the Village and all its agents, officers and employees against any claim or liability arising from or based on the violation of any law, ordinance, regulation or order, whether by itself or its agents, employees, or contractors.
10. Binding Effect / Assignment. The obligations of MUR, WRC, and the Village under this Agreement shall be binding on their respective successors and assigns. MUR and WRC may not assign their benefits or obligations under this Agreement without the express prior written approval of the Village, and any unapproved assignment is void.
11. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the Village and MUR and WRC, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults. Either party's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the other party hereto.
12. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the Village, MUR, and WRC.
13. Entire Agreement/Attachments Incorporated. This written Agreement and all attachments hereto, shall constitute the entire Agreement between MUR, WRC, and the Village as of the date hereof and supersedes all prior written and oral agreements between the Village, MUR, and WRC.
14. Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term, or provision was never part of the Agreement.
15. Immunity. Nothing contained in this Agreement constitutes a waiver of the Village's sovereign immunity under applicable law.

16. Notice. Any notice required or permitted by this Agreement shall be deemed effective given in writing and personally delivered or mailed by U.S. Mail, return receipt requested, as follows:

To MUR

To WRC:

To the Village: Village Clerk
Village of Cottage Grove
221 E Cottage Grove Road
Cottage Grove, WI 53527

15. No Partnership. Under this Agreement, the Village does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venturer of or with MUR and WRC.
16. Good Faith. All parties to this Agreement shall exercise good faith in performing any obligation that party has assumed under the terms of this Agreement including, but not limited to, the performance of obligations that require the exercise of discretion and judgment.
17. Applicable Law. This Agreement shall be construed under the laws of the state of Wisconsin.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first set forth above, and by so signing this Agreement, certify that they have been duly authorized by their respective entities to execute this Agreement on their behalf.

VILLAGE:

VILLAGE OF COTTAGE GROVE
Dane County, Wisconsin

By _____
John Williams, Village President

ATTEST:

Lisa Kalata, Village Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2023, the above-named John Williams, Village President, and Lisa Kalata, Village Clerk, of the Village of Cottage Grove, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the Village's authority.

Subscribed and sworn to before me
This _____ day of _____, 2023.

Notary Public, State of Wisconsin
Print Name: _____
My Commission Expires: _____

Village of Cottage Grove
PARKS, RECREATION and FORESTRY COMMITTEE
Meeting Minutes for Thursday, April 27, 2023

- 1. Call to order virtual Zoom meeting.** The meeting was called to order by Heidi Murphy at 5:00 pm.
- 2. Roll call and confirm that the meeting was properly posted.**
It was determined that a quorum was present, and that the agenda had been properly posted. Committee members present for the meeting were Heidi Murphy (chair), Penny Aguilera and Jay Kiefer. Amy Brice and Kevin Laufenberg arrived later. Staff present were Parks, Recreation and Forestry Director Sean Brusegar and Utility Clerk Kristen Krause. Andrea Vandeberg of the Badger Challenge was also in attendance.
- 3. Public appearance: Public's opportunity to speak about any subject that is not a specific agenda item.**
There were no public appearances.
- 4. Discuss and consider The Badger Challenge (formally The Ride) using Community Park as a rest stop on September 24, 2023.**
Andrea Vandeberg spoke on behalf of The Badger Challenge and what this year's event would look like. The course will remain the same as it was last year, and they are estimating similar numbers. Set up and clean up will take place the day of the event, with the exception of the portable restrooms which will be delivered the day before the event. **Motion** by Aguilera, seconded by Kiefer, to approve use of Community Park as a rest stop for the September 24, 2023 Badger Challenge event. Motion carried with a voice vote of 3-0-0.
- 5. Discuss and consider Bakken Park agreement with MUR.**
Brusegar has been working with the Village's legal team on creating a formal agreement between the Village and Madison United Rugby (MUR) in regard to use of Bakken Park. Committee members discussed items in the agreement including the use of the parking lot, soccer fields and renting of the park shelter. Painting of designated stalls and signage for parking was also discussed. Kiefer questioned whether the agreement would cover use of the additional parking lot that will be added to the eastern side of the park this summer. Brusegar said that language should be added to the agreement excluding use of the eastern parking lot off Grove Street. Brusegar will go back to the legal team with the language to be added and will bring the updated agreement back to next month's meeting. **Motion** by Murphy, seconded by Brice, to table the Bakken Park agreement until next month. Motion carried with a unanimous voice vote of 5-0-0.
- 6. Discuss and consider extending park hours at Fireman's Park for Home Talent night games.**
Home Talent is back in the night league and has requested an extension of park hours at Fireman's Park until 11:30 p.m. for the night league games. Since there is no option for the

team to play earlier in the night due to conflicts with the Legion teams, the night games will be starting at 8:00 p.m. Brusegar also reached out to the resident who lives next to Fireman's Park to explain the situation. After some discussion about the length of the games if starting at 8:00 p.m., committee members felt that 11:00 p.m. was a reasonable time to close the park.

Motion by Laufenberg, seconded by Aguilera, to extend the Fireman's Park hours to 11:00 p.m. on noted dates for the Home Talent games. Motion carried with a unanimous voice vote of 5-0-0.

7. Discuss and consider using \$5,200 of Park Development money to prepare a new map rendering of Bakken Park and a conceptual design of Shady Grove Park.

Brusegar would like to put together a complete updated rendering of Bakken Park since the amenities and layout have changed since it was originally designed. He would also like to get a design put together for the Shady Grove Park since he has received some calls from residents living in Shady Grove inquiring about the park. **Motion** by Murphy, seconded by Brice, to recommend using \$5,200 of Park Development funds to prepare a new map rendering of Bakken Park and a conceptual design of Shady Grove Park as outlined in the memo. Motion carried with a unanimous voice vote of 5-0-0.

8. 2023 Parks and Recreation project updates.

Spohn Ranch is expected to be on site at the Wheels Park at Bakken Park starting next week. The updated time frame for the Wheels Park is now May through the last week of July. At this time, there is no plan to assess liquidated damages to the company so long as they continue to be on site and progress is occurring. With a drone, Brusegar was recently able to get some aerial pictures of the progress at Bakken Park which highlighted the grading and tree clearing work. Substantial completion of the overall park is anticipated to be at the end of September, with final completion by November.

Ground sleeves were set at the pickleball courts at Community Park. Finishing the courts surfaces will have to wait until the weather warms up over 50 degrees.

The curbing around the zip-line at Red Hawk Park will be completed soon.

Benches along the paths will be installed in the next week or so.

9. Director's Report.

In recreation news, Program Coordinator Riley Berning has done a great job creating teams and holding team meetings for the summer baseball and softball leagues. Most teams are starting practice this week. Cottage Grove will have two (2) 7th grade baseball teams, two (2) 5th/6th grade teams and one (1) 3rd/4th grade team this year and schedules are complete for the 7th grade team. 8U-14U softball has a total of nine (9) teams this year. Adult enrichment programs are going well. There will be some new additions from Hammer & Stain and some popular ones being brought back from Art-Vark Paint & Sip this spring and summer. Youth enrichment will also include programs from Hammer & Stain, Art-Vark and art classes with Jessica's Art Studio. Staff are still working on hiring for the Playground Camp this summer. Recreation Supervisor Trista Taylor has put the job posting out on a variety of platforms. If the adequate number of staff needed is not met by May 22, the camp will be canceled for this

summer. Taylor and Berning have a list of alternative programs that could run to help offset some of the revenue that would be lost if Playground Camp is canceled. Berning also recently became certified in archery and staff are hoping to add some archery programs in the next few months.

The Community Night Out event has been scheduled for Thursday, August 17th at Bakken Park from 4-10 p.m. Staff are working with the Chamber of Commerce and CG Police Department on the event, and are looking to incorporate business organizations with tables, Music in the Grove, National Night Out vehicles and a movie at the rugby complex.

On April 13th, a community pickleball meeting was held and approximately 25 people were in attendance. Many ideas were shared about the use of the newly constructed courts. The first ever puzzle exchange was also recently held and was very successful.

In parks news, staff have started mowing sporadically, working on restoring snow removal damage in the parks and on trails, preparing ball diamonds for weekly use and opening park shelters for the season. Upon opening the shelters, some plumbing issues have occurred, mostly at the Fireman's Park hamburger stand. The new scoreboard was recently installed at Fireman's Park and the old scoreboard has been repurposed at Northlawn Park. The AED in the parks project is moving forward and we hope to have them installed in the next month or so.

10. Approve the minutes of the March 23, 2023, Parks, Recreation and Forestry Committee meeting.

Motion by Kiefer, seconded by Laufenberg, to approve the minutes of the March 23, 2023, meeting as presented. Motion carried with a unanimous voice vote of 5-0-0.

11. Future Agenda Items

- Update on Bakken Park agreement.
- Discuss Park Development Funds.
- Project updates.
- Discuss Parks & Open Space Plan.
- The next regular PRFC meeting is scheduled for **Thursday, May 25, 2023 at 5:00 pm and will be a virtual Zoom meeting.**

12. Adjournment.

Motion by Laufenberg, seconded by Brice, to adjourn the meeting at 5:56 p.m. Motion carried with unanimous voice vote of 5-0-0.

Respectfully submitted by Kristen Krause, Utility Clerk. Approved on:

These minutes represent the general subject matter discussed in this meeting but do not reflect a verbatim discussion of the subjects and conversations that took place.