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**AGENDA  
VILLAGE OF SUSSEX  
PARKS & RECREATION BOARD  
6:30 PM TUESDAY, FEBRUARY 21, 2023  
SUSSEX CIVIC CENTER – COMMITTEE ROOM 2<sup>ND</sup> FLOOR  
N64W23760 MAIN STREET**

Pursuant to the requirements of Section 19.84, Wis. Stats., notice is hereby given of a meeting of the Village of Sussex Park & Recreation Board, at which a quorum of the Village Board may attend in order to gather information about a subject which they have decision making responsibility. The meeting will be held at the above noted date, time and location. Notice of Village Board Quorum, (Chairperson to announce the following if a quorum of the Village Board is virtually in attendance at the meeting: Please let the minutes reflect that a quorum of the Village Board is present and that the Village Board members may be making comments under any area where the public may comments or if the rules are suspended to allow them to do so.)

1. Roll call
2. Consideration and possible action on the minutes from the January 17, 2023, meeting
3. Comments from Citizens Present
4. Review and Possible Action on Tree Removal in Tree Preservation Easement for Hidden Hills, Will and Melinda Haass W237N7524 Sedge Haven Ct, Lot 17
5. Discussion and Possible Action on Melinda Weaver Park Bid Proposals
6. Discussion and Possible Action on 2023 4<sup>th</sup> of July Fireworks Proposal
7. Park & Recreation Director's Report
8. Topics for Future Agenda Items
9. Adjournment

Robert Fourness  
Chairperson

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Jeremy Smith  
Village Administrator

**VILLAGE OF SUSSEX  
PARK AND RECREATION BOARD  
6:30 PM TUESDAY, JANUARY 17, 2023  
SUSSEX CIVIC CENTER – COMMUNITY ROOM 1<sup>st</sup> FLOOR  
N64W23760 MAIN STREET**

**MINUTES**

Meeting was called to order by Chairperson Bob Fourness at 6:30 p.m.

**1. Roll Call**

Members Present: Chairman Bob Fourness, Chuck Vojtas, Nadine Coenen, Trustee Ron Wells, Chris Kostka, and Kelly Tetting

Members Excused: Mike Waltz

Others Present: Scott Adkins, Village Board Trustee

Staff Present: Park & Recreation Director, Halie Dobbeck

**2. Consideration and action on minutes from the November 15, 2022, meeting.**

Motion by Tetting, seconded by Vojtas to approve of the November 15, 2022 meeting minutes.  
Motion carried 6-0.

**3. Comments from Citizens Present**

No one present wished to be heard.

**4. 11' Mower Proposals**

Motion by Wells, seconded by Fourness to recommend to Village Board approval of the purchase of the Toro Groundsmaster 4000D mower as presented.  
Motion carried 6-0.

**5. 2022 Rental/Revenue Statistics and 2023 Budget Items**

Dobbeck led discussion on the information presented in the board packet.

**6. Park & Recreation Director's Report**

Dobbeck shared the following information:

- Upcoming Event: Love Your Village Weekend – February 4-5. Flyer will be going out this week with participating businesses.
- Melinda Weaver Park bid will be live 1/25. Bids will be opened 2/9 at 10am.
- Vista Run Subdivision Park Land – will be Village Owned 3/31. Working in-house on design this year with construction in 2024.
- Staff will be headed to the WPRA Conference at the end of January.
- No Summer Farmers Market
- Comprehensive Outdoor Recreation Plan

Working through a 10-month process. Plan to update and involve park board as much as possible. Will be sending out a survey in April in addition to in-person opportunities for residents to share feedback.

**7. Topics for Future Agenda Items**

- Melinda Weaver Park Bid Proposals
- Meeting in 2<sup>nd</sup> Floor Committee Room due to Election.

**8. Adjournment**

Motion by Vojtas, seconded by Kostka to adjourn at 7:10 p.m.

Motion carried 6-0.

Respectfully Submitted,  
Halie Dobbeck  
Park & Recreation Director

DRAFT



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## MEMORANDUM

To: Park and Recreation Board

From: Gabriel Gilbertson, Community Development Director

Re: Tree removal in Tree Preservation Easement for Hidden Hills  
Will and Melinda Haas, W237N7524 Sedge Haven Ct

Date: 2/21/2023

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The Hidden Hills Subdivision was approved with a Tree Preservation Easement on the Plat and in the Deed Restrictions. The restriction reads as follows:

1. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses etc. is prohibited, with the exception that dead, diseased or dying vegetation may be removed, at the discretion of the landowner and with approval from the municipality in which this land is located. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the municipality in which the land is located, shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved residence or accessory building shall be permitted only when the access or service cannot be located outside of the Tree Preservation Easement and with the approval of the municipality in which this land is located.
2. Grading, filling and removal of topsoil or other earthen material are prohibited unless specifically authorized by the municipality in which this is located.
3. The introduction of plant material not indigenous to the existing environment is prohibited unless specifically authorized by the municipality.

Mr. Haas has hired Hoppe Tree Service to identify trees he wishes to remove. There are 8 trees identified as dead or in severe decline on the west tree line that Mr. Haas would like to have removed. Pictures and a map showing the locations of the trees is attached.

In addition to the 8 trees, Mr. Haas would like to remove dead shrubs and small 1-2" caliper trees damaged by development and Buckthorn.

### **Policy Question:**

1. Should the owners be allowed to remove the identified dead, diseased/dying trees, shrubs, and invasive species?
  - a. Staff understands the desire for removal of the dead/dying trees to prevent potential damage to the owner's property, however; Staff believes the intent of the Tree Preservation Area is to have an undisturbed natural area and undergrowth, dead trees, etc. are all part of a natural wooded area. While the applicant's request is understood, it should be balanced with what the intent of the tree preservation area is and if it will set a precedence moving forward with other properties that about the tree preservation.

**Action item:**

1. Act on the request.

**Staff recommends:** Staff recommends approval of the removal of trees identified on the survey in the Tree Preservation Easement area for Will and Melinda Haas, W237N7524 Sedge Haven Ct, submitted by Arborist Frederick Hoppe of Hoppe Tree Service.

### Site Review

West tree preserve line includes the following species:

- Prickly Ash - *Zanthoxylum americanum*
- Green and White Ash - *Fraxinus*
- Buckthorn (invasive) - *Rhamnus cathartica*
- Honeysuckle (invasive) - *Lonicera*
- Black Cherry - *Prunus serenity*
- Hawthorn - *Crataegus*

### General Observations

Many dead plants have had their roots damaged from compaction and grade changes at the west tree line. Multiple Ash trees have been identified with d shaped Emerald Ash Borer exit wounds and heavy woodpecker damage. These trees are dead or in severe decline. Multiple Cherry trees have also been identified with severe decay and dieback. Limited desirable species are located on this west tree line. Desirable species of Basswood, Hickory and Oak become more dominant as you go east in the tree preserve.

### Summary and Recommendation:

There are (8) trees identified as dead or in severe decline on the west tree line. These 8 trees are a liability due to their size and proximity to the residence – potentially causing damage to the home or to be installed landscaping.

Each tree is flagged on site and marked on the attached survey.

In addition, it is recommended to remove the following on the west tree line:

- Dead shrubs & small 1"-2" caliper trees damaged by development that are leaning on live plant material
- Buckthorn to help reduce further invasion throughout the tree preserve where more desirable species of Basswood, Hawthorn, Oak and Hickory are located
- Removal of this plant material will allow the native plant material to thrive and enhance the aesthetics

Detailed Outline of the 8 trees:

Maple1 – Advanced Root rot with limited viable cambium at base of tree – crown not receiving water and nutrients.



Ash1 – Dead due to Emerald Ash Borer infestation



Elm1 – Dead



Cherry 1, 2 and 3 – Dead or severe decline in which failure is imminent.





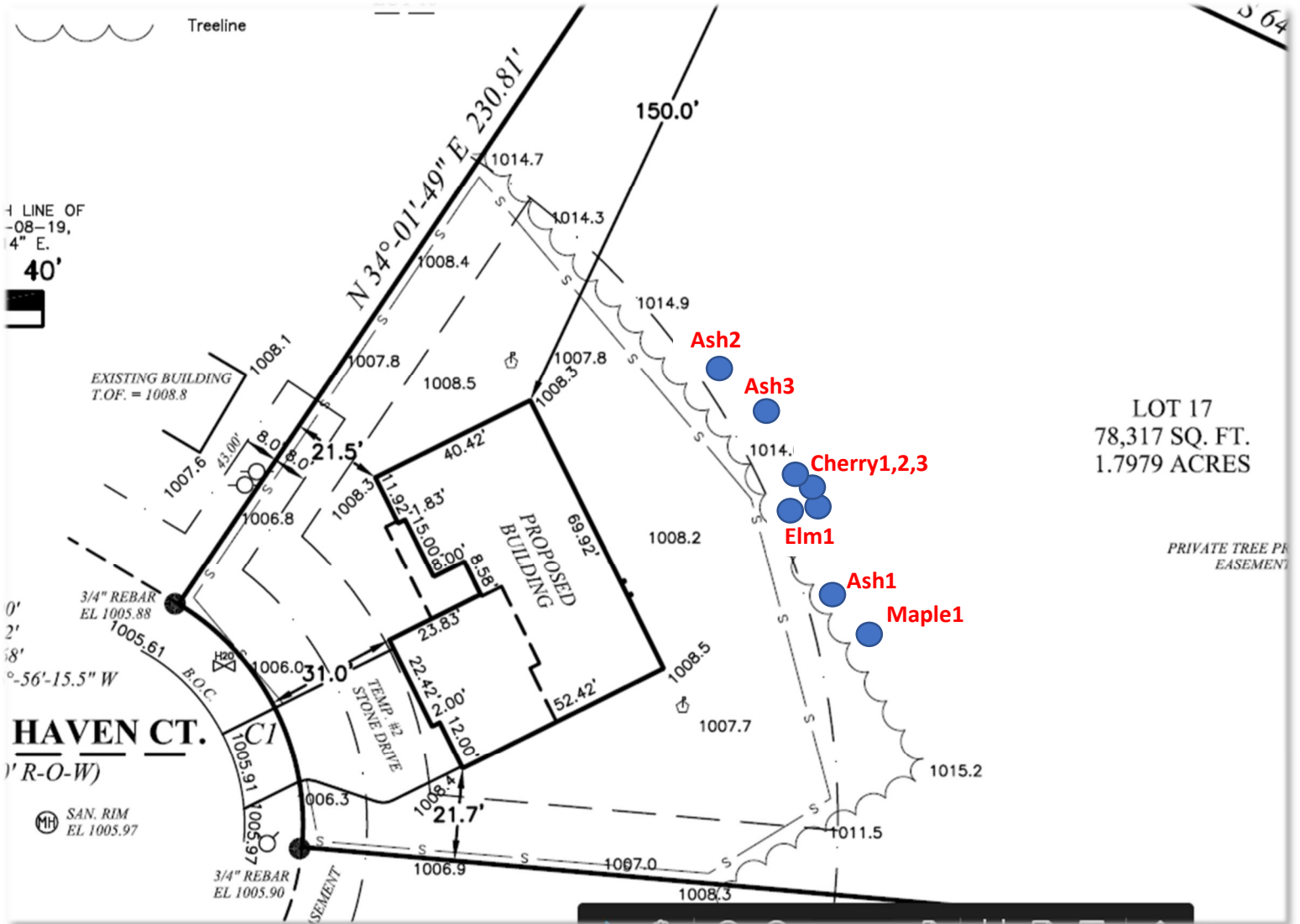
Ash2 – Emerald Ash Borer infestation - death is imminent.



Ash3 – Emerald Ash Borer infestation - death is imminent.



Estimated Location of 8 Trees identified as dead or having severe dieback or decay



Assumptions and Limiting Conditions:

This report and values expressed herein represent the opinion of the consultant, and the consultant's fee is in no way contingent upon the reporting of a specified value, a stipulated result, the occurrence of a subsequent event, nor upon any finding to be reported. Unless expressed otherwise, information contained in this report covers only those items that were examined and reflects those items at the time of inspection.

Certification of Performance:

That I have personally inspected the trees referred to in the report and have stated our findings accurately. The extent of the evaluation is stated in the attached report. That I have no current or prospective interest in the vegetation or the property that is the subject of this report and have no personal interest or bias with respect to the parties involved. That the analysis, opinions, and conclusions stated herein are my own and are based on current scientific procedures and facts. That my analysis, opinions, and conclusions were developed, and this report has been prepared according to commonly accepted arboriculture practices.

I further certify that I am a member in good standing of;

International Society of Arboriculture, Tree Care Industry Association, American Society of Consulting Arborists, and Wisconsin Arborist Association<sup>[1]</sup><sub>SEP</sub>

Frederick Hoppe

*Frederick Hoppe*

BCMA WI-0556b

CTSP 00036

ISA Tree Risk Assessment Qualified



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**M E M O R A N D U M**

To: Village Board  
 From: Halie Dobbeck, Parks and Recreation Director  
 Re: Melinda Weaver Park – Construction Bids  
 Date: February 13, 2023

Bids for the 2023 Melinda Weaver Park build were received and opened at 10:00AM on Thursday February 9, 2023. Six (6) bids were received and are listed below.

Contract	City, State	Total Base Bid Price	Total Alternate No. 1 Bid Price	Project Grand Total Bid Price With Alternate No. 1
Parking Lot Maintenance, Inc.	Pewaukee, WI	\$378,380.77	\$10,289.58	\$388,670.35
C.W. Purpero, Inc.	Oak Creek, WI	\$379,803.00	\$12,628.00	\$392,431.00
Vinton Construction Company	Manitowoc, WI	\$402,162.80	\$11,960.10	\$414,122.90
Buteyn-Peterson Construction Company, Inc.	Sheboygan, WI	\$442,268.57	\$3,616.00	\$445,884.57
Poblocki Paving Corporation	West Allis, WI	\$499,678.00	\$11,602.00	\$511,280.00
Workman Enterprises LLC	New Berlin, WI	\$520,463.00	\$12,465.00	\$532,928.00

This project rehabs the failing court surfaces (2 tennis and 1 Basketball) which were scheduled for replacement in 2023 and repurposes them to provide pickleball courts (4), tennis court (1) with pickleball striping, basketball court, parking lot, concrete patio and walkway from sidewalk, new fencing, and addresses stormwater issues that were impacting the court surfaces. We expect construction to start in mid-June of this year. Parking Lot Maintenance, Inc. (PLM) completed the Pickleball Courts in Oconomowoc in 2022 and has successfully completed this type of work. The contractor will have 90 days after they start to complete the project. Pricing is up due to inflation. The Village anticipated using \$90,000 of General Funds for this project, which amount will be able to stay the same due to available ARPA funds.

**Staff recommends** that the Village award the contract to PLM at the base bid with alternate No. 1 and unit prices specified in the bid proposal for work actually performed, for \$388,670.35.

## WOLVERINE FIREWORKS DISPLAY, INC.

205 W. Seidlers Road  
Kawkawlin, Michigan 48631  
Phone: (989) 662-0121  
Fax: (989) 662-0122

WISCONSIN WAREHOUSE:

Phone: (262) 968-4178

### CONTRACT

This contract entered into this 13th day of February, 2023, by and between WOLVERINE FIREWORKS DISPLAY, INC., hereinafter referred to as “**WOLVERINE**” A Michigan Company, duly licensed by the BATFE, and Village of Sussex, hereinafter referred to as “Sponsor”.

1. Wolverine agrees to furnish Sponsor, in accordance with the terms and conditions set forth herein, One (1) fireworks display as per this signed and accepted contract. This will include trained and qualified Pyrotechnicians to deliver, setup, execute and take down the pyrotechnic display.
2. Wolverine agrees to provide insurance coverage of Ten Million Dollars, Bodily Injury and Property Damage and the statutory limits for Worker’s Compensation Insurance. The Sponsor will be named as additional insured on the certificate. This insurance covers the operations of Wolverine only and does not extend to any other aspect of the event.
3. The date of this display is: **July 4<sup>th</sup>, 2023** at: **9:20pm** pm. In the event of inclement weather, the display will be rescheduled for the **next night July 5<sup>th</sup>, 2023** at no additional cost to the Sponsor (dates around the 4<sup>th</sup> of July are excluded unless approved by Wolverine). In the event the display is rescheduled to a date not the next night, there will be an additional 15% cost added to the contract amount to cover additional expenses involved. In the event the Sponsor does not choose to reschedule another date or cannot agree to a mutually convenient date, the Sponsor shall pay the Contractor an amount equal to 40% to cover Wolverine’s cost, damages, and expenses.
4. The cost of the display is: **\$26,000.00** plus tax (unless exempt). A deposit in the amount of: **\$13,000.00** shall be made upon signing of contract, no later than 90 days prior to display date. If the display is cancelled by sponsor after deposit is paid but prior to 30 days before the display, Sponsor will forfeit 25% of deposit. If display is cancelled by Sponsor 30 days prior to display or after, Sponsor will forfeit 100% of deposit.
5. The balance due shall be paid to Wolverine within 10 days following the display.
6. A 2.5% Hazardous Material Handling fee of **\$663.00** will be added to the invoice (based on the display cost) along with any permit fees paid by Wolverine. There will be a 1.5% late charge added to the invoice on any outstanding amount not paid in full by the agreed upon date.
7. Sponsor, at Sponsor’s expense, agrees to provide Wolverine with a suitable display site that meets the guidelines as set forth in NFPA 1123 and meeting the approval of Wolverine. All permits necessary for the display shall be the responsibility of the Sponsor. All necessary police, fire, and other appropriate protection necessary for proper crowd control, automobile parking, and display site security will be the responsibility of the Sponsor and in accordance with the provisions of NFPA 1123.
8. After the display, Wolverine will conduct a post display search of the area/fallout zone for any unexploded fireworks. Sponsor explicitly acknowledges that an early morning first light search of the Display Site as defined in NFPA 1123 is of utmost importance and the search will be conducted by the Sponsor. If any unexploded shells or devices are found, Wolverine will be contacted immediately to

properly disposed of said material. Wolverine will be responsible for the removal of all equipment provided by Wolverine. Sponsor will be responsible for any remaining cleanup that may be required after the display.

9. Sponsor agrees to defend and hold Wolverine harmless from and against all claims and any penalties, damages, and costs made against and/or incurred by Wolverine in the event (1) the display does not commence on the date and time contemplated by this contract or is otherwise disrupted because of equipment or product malfunction or failure, and/or (2) Sponsor's breach of its obligations under the contract.
10. The laws of the State of Wisconsin shall govern this contract. Nothing in this contract shall be construed as forming a partnership between the Sponsor and Wolverine. Neither party shall be held responsible for any agreements nor obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.
11. If Wolverine, in its sole determination, is unable to supply the size and type of fireworks proposed due to supply chain issues, Wolverine will substitute with fireworks of equal monetary value, in its sole discretion, if possible. If no such supply is available, Wolverine will refund Sponsor any deposit paid, and this agreement will be cancelled without penalty to Wolverine or Sponsor.
12. This contract constitutes the entire agreement between the parties and shall be binding on the parties, their heirs, executors, administrators, successors, and assigns.
13. Any Additional Provisions:

WOLVERINE FIREWORKS DISPLAY, INC.

VILLAGE OF SUSSEX

By: \_\_\_\_\_

By: \_\_\_\_\_

Date Signed: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date signed \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: 205 W. Seidlers Road  
Kawkawlin, MI 48631  
Gina@wolvdisplay.com

Address: N64W23760 Main Street  
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