



# AGENDA VILLAGE OF SUSSEX PARKS & RECREATION BOARD 6:30 PM TUESDAY, FEBRUARY 20, 2024 SUSSEX CIVIC CENTER – COMMUNITY ROOM 1<sup>ST</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 November 21, 2023, meeting
- 3. Comments from Citizens Present
- 4. Discussion and Possible Action on Vista Run Park Grading and Path Bids
- 5. <u>Discussion</u> and Possible Action on Vista Run Park <u>Playground</u> Concept/Design
- 6. Discussion and Possible Action on Parks Purchases:
  - a. Utility Vehicle (Gator) Replacement
  - b. Parks Fleet Pick Up Truck Replacement
  - c. Aera-Vator and Over Seeder Replacement
- 7. Discussion and Possible Action on Concession Stand Agreement 2024
- 8. Discussion and Possible Action on 4<sup>th</sup> of July Fireworks Contract
- 9. Discussion and possible action on removal of the digital sign in Village Park
- 10. <u>Discussion</u> on Grogan Park Development
  - a. Neighborhood Open House: Wednesday March 6, Civic Center Craft Room 4:30-6:30pm
  - b. Construction Timeline
- 11. Park & Recreation Director's Report
  - a. Update on Park and Open Space Plan 2024-2028
  - b. Update on Village Park Master Plan Timeline
    - i. Village Park User Groups Public Meeting (Main Shelter Discussion)

March 12, 2024, 6pm – Civic Center Board Room

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Village Clerk at 246-5200.



- a. Recreation Program Policies and Procedures Updates
- b. Grogan Park Playground RFP Designs
- c. Update on 2023 Rental/Revenue Statistics

	Ad			

Robert Fourness		
Chairperson		
 Jeremy Smith	 	

# VILLAGE OF SUSSEX PARK AND RECREATION BOARD 6:30 PM TUESDAY, NOVEMBER 21, 2023 SUSSEX CIVIC CENTER N64W23760 MAIN STREET, SUSSEX, WI 53089

## **MINUTES**

Meeting was called to order at 6:30pm.

## 1. Roll Call

Members Present: Chairman Bob Fourness, Chuck Vojtas, Trustee Ron Wells, Mike Waltz, and Chris Kostka,

Members Excused: Nadine Coenen and Kelly Tetting

Staff Present: Parks and Recreation Director, Halie Dobbeck

# 2. Consideration and action on minutes from the October 17,2023, meeting.

Motion by Waltz, seconded by Kostka to approve the minutes as presented.

Motion Carried 5-0.

# 3. Park and Open Space Plan Review of Chapter 4

Robbie Robinson of SEWRPC presented the draft of Chapter 4 to the board.

# 4. Grogan Park RFP Design Standards

Dobbeck sought the input of the board regarding the design standards to place in the Grogan Park Request for Proposals for playground equipment.

The board decided to request \$90,000 and \$110,000 playground designs. They would like 2–5-year-old stand-alone play components and a 5-12 year old play structure. They agreed to being open to all safety surface materials and will request the equipment be in muted colors. They also decide that the structure must have open sight lines, at minimum, from the road.

## 5. Comments from Citizens Present

No one was present that wished to be heard.

## 6. Parks and Recreation Director Report

- -Thank you to those of you that attended the Park and Open Space public information meeting.
- -11/27 Tree Harvest from Rocky Hollow Pass; 12/1 Tree Lighting at 6pm
- -Veteran's Day luncheon served over 60 veterans and their loved ones at the ADRC Lunch.
- -We are surveying Village Park this year yet to prepare for designs for Village Park Master Plan

# 7. Topics for Future Agenda Items

None.

# 8. Adjournment

Motion by Wells, seconded by Waltz to adjourn at 7:45 p.m.

Motion Carried 5-0.

Respectfully Submitted, Halie Dobbeck Parks and Recreation Director



N64W23760 Main Street Sussex, Wisconsin 53089 (262) 246-5200 info@sussexwi.gov villagesussex.org

Date: February 5, 2024

**To:** Parks Commission

From: Judith A. Neu, Village Engineer

Subject: Vista Run Park: Grading and Path Construction

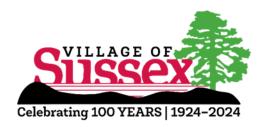
Bids for the Vista Run Park: Grading and Path Construction project were received and opened at 2:00 PM on Thursday February 1, 2024. Six (6) bids were received and are listed below.

Contractor	City, State	Base Bid Total
Musson Bros, Inc.	Waukesha, WI	\$174,762.40
Workman Enterprises, LLC	New Berlin, WI	\$184,241.50
SuperWestern, Inc.	Menomonee Falls, WI	\$246,790.50
Butyn-Peterson Construction Co., Inc.	Sheboygan, WI	\$297,930.00
Poblocki Paving Corporation	Sussex, WI	\$301,780.00
Vinton Construction Company	Two Rivers, WI	\$302,201.00

Staff has reviewed the bids and the qualifications of Musson Bros, Inc., the low bidder. Based on previous work done for the Village of Sussex and other municipalities, and a review of their Bidders Proof of Responsibility, we find that they are capable of performing the work described in the Contract Documents.

This project is part of the larger Vista Run Park development project which will consist of tree and prairie planting, and playground. The budget for the project as a whole is \$450,000. This portion of the project consists of grading the 11.44-acre park, constructing approximately 3,950 lineal feet of 10-footwide crushed limestone path, and installation of an owner supplied drinking fountain, along with the necessary erosion control and traffic control.

Staff recommends that the contract be awarded to Musson Bros, Inc. per their bid of \$174,762.40. We further recommend that a 10% contingency be established for a total project allocation of \$192,238.64.



N64W23760 Main Street Sussex, Wisconsin 53089 (262) 246-5200 info@sussexwi.gov villagesussex.org

**TO:** Parks and Recreation Board

FROM: Halie Dobbeck, Parks and Recreation Director

**RE:** Vista Run Playground Concept

**DATE:** 02/16/2024

At the October 17, 2023 Parks and Recreation Board meeting, the board unanimously voted to approve the concept for the park land located within the Vista Run subdivision. Part of this approval included a dispersed playground with three pods for play with natural components.

Staff have reviewed multiple, natural playground companies and recommend that the board proceed with a contract with GRG Playscapes, LLC, a company based in Milwaukee, WI. Due to the unique nature of a wooden playground, all designs are custom.

Based on previous work that GRG Playscapes, LLC has done for other municipalities and site visits to those locations, we find that they are capable of meeting our expectations with the manufacture of this custom playground.

GRG Playscapes, LLC uses predominantly black locust wood for their playgrounds. The black locust play elements are covered under a 10-year warranty, which is comparable to a traditional steel component warranty of 10-15 years (varies between playground companies).

In the packet you will find concepts with intended play components for each pod.

**Staff recommends** a motion for staff to sign a contract with GRG Playscapes, LLC for the Vista Run subdivision playground.



# POD #2 FEATURES:

-Traditional Swing Set -Unified Safety Surfacing



# POD #3 FEATURES:



N64W23760 Main Street Sussex, Wisconsin 53089 Phone (262) 246-5200 FAX (262) 246-5222 mail: info@villagesussex.org

Email: <a href="mailto:info@villagesussex.org">info@villagesussex.org</a> Website: <a href="mailto:www.villagesussex.org">www.villagesussex.org</a>

# **MEMORANDUM**

To: Parks and Recreation Board From: Thom Berres, Parks Foreman

Date: 02/13/24

Re: UTILITY VEHICLE

The 2010 John Deere 625I utility vehicle is due for replacement. This vehicle has a life cycle of 12 years, and it is 14 years old. This vehicle is predominantly used during the summer for watering flowers and trees and year-round for mulching projects, trail maintenance, hauling stone and dirt, disc golf course maintenance, and general transportation in the parks.

The xuv590m is the base model and direct replacement for the 625l. This model fits on the sidewalk which, for safety, is the best way to water the Main Street flower baskets. This model includes a roof, windshield, and turn signals which have been requested by prior seasonal staff for increased safety.

There were three quotes obtained for the replacement utility vehicle.

DEALER	MODEL	COST
Powersports	Honda Pioneer 700 forester	\$19,087.00
Proven Power	John Deere Gator 615e	\$16,681.18
Proven Power	John Deere Gator xuv590m	\$17,087.79

# Recommendation

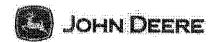
Staff recommends the purchase of the John Deere Gator xuv590m. The John Deer Gator 615e is the low bid, however it is carbureted, has less horsepower, and does not include a hitch for towing. The recommended xuv590m is fuel injected and includes a power lift cargo box and digital instruments for safety.

There is \$16,408.63 in the depreciation fund. The unit being replaced will be purchased by the Wastewater treatment plant for \$5,000.00 resulting in a final investment of \$12,087.79.



Quotes are valid for 30 days from the crexpiration, whichever occurs first.  A Purchase Order (PO) or Letter of Interinformation is required to proceed with returned if information is missing.	it (LOI) including the below
Vendor: Deere & Company ☐ 2000 John Deere Run Cary, NC 27513	For any questions, please contact:  Bob Burmeister
Signature on all LOIs and POs with a signature line	Proven Power, Inc. S65w22065 National Avenue Waukesha, WI 53189
Contract name or number; or JD Quote ID  Sold to street address  Ship to street address (no PO box)  Bill to contact name and phone number  Bill to address	Tel: 262-679-0100 Fax: 262-679-0105 Email: bob.burmeister@provenpower.com
Bill to email address (required to send the in exemption certificate  Membership number if required by the contra	

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 **UEID: FNSWEDARMK53** 

## ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Proven Power, Inc. S65w22065 National Avenue Waukesha, WI 53189 262-679-0100 office@provenpower.com

# **Quote Summary**

Prepared For:

VILLAGE OF SUSSEX N64W23760 MAIN ST SUSSEX, WI 53089 Business: 262-246-5200

**Delivering Dealer:** Proven Power, Inc. **Bob Burmeister** 

S65w22065 National Avenue Waukesha, WI 53189

Phone: 262-679-0100 bob.burmeister@provenpower.com

Quote ID:

30053949

Last Modified On:

Created On: 05 December 2023 15 February 2024

**Expiration Date:** 

05 January 2024

Equipment Summary	Selling Price	Qty		Extended
JOHN DEERE GATOR™HPX615E (Model Year 2024)	\$ 16,176.00 X	1	=	\$ 16,176.00
Contract: WI VA NASPO 505ENT-M20-GROUNDMAI Price Effective Date: December 4, 2023	NT-02 (PG W1 CG 22)			
JOHN DEERE GATOR™ XUV590M Power Steering Winch Ready (Model Year 2024)	\$ 17,087.79 X	1	=	\$ 17,087.79
Contract: WI VA NASPO 505ENT-M20-GROUNDMAI Price Effective Date: December 4, 2023	NT-02 (PG W1 CG 22)			

**Equipment Total** 

\$ 33,263.79

* Includes Fees and Non-contract items	Quote Summary	
	Equipment Total	\$ 33,263.79
	Trade In	
	SubTotal	\$ 33,263.79
	Est. Service Agreement Tax	\$ 0.00
	Total	\$ 33,263.79
	Down Payment	(0.00)
	Rental Applied	(0.00)
	Balance Due	\$ 33,263.79
Salesperson : X	Accepted B	y : X





ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53 ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Proven Power, Inc. \$65w22065 National Avenue Waukesha, WI 53189 262-679-0100 office@provenpower.com

Salesperson : X	Accepted By : X



# **Selling Equipment**

Quote Id: 30053949 Customer Name: VILLAGE OF SUSSEX

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53 ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER: Proven Power, Inc.

S65w22065 National Avenue

Waukesha, WI 53189

262-679-0100

office@provenpower.com

# JOHN DEERE GATOR™HPX615E (Model Year 2024)

Hours:

Stock Number:

Contract: WI VA NASPO 505ENT-M20-GROUNDMAINT-02

Selling Price \*

\$ 16,176.00

Price Effective Date: December 4, 2023

(PG W1 CG 22)

		* Price per item - includes Fees and Non-contract items						
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price	
57GAM	GATOR™HPX615E (Model Year 2024)		\$ 14,899.00	14.00	\$ 2,085.86	\$ 12,813.14		
		Star	reita option	se Per Unit				
0202	United States	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00	
0505	Build To Order	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00	
1013	Turf Tires - Yellow	1	\$ 197.00	14.00	\$ 27.58	\$ 169.42	\$ 169.42	
2007	Standard Bench Seat - Black	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00	
2350	Park Position in Transmission	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00	
3001	Cargo Box with Paint and Rear Reflectors	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00	
3100	Cargo Box Power Lift	1	\$ 1,100.00	14.00	\$ 154.00	\$ 946.00	\$ 946.00	
4000	OPS with Nets	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00	
4030	Black Poly Roof	1	\$ 591.00	14.00	\$ 82.74	\$ 508.26	\$ 508.26	
4249	Less Front Brush Guard	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00	
	Standard Options Total		\$ 1,888.00		\$ 264.32	\$ 1,623.68	\$ 1,623.68	
	Dealer Att	achr	nents/Non-G	ontoarel/@elen	Market			
BUC10210	Occupant Protective Structure (OPS) Glass Windshield with Wiper	1	\$ 1,520.47	14.00	\$ 212.87	\$ 1,307.60	\$ 1,307.60	
BM24460	Occupant Protective Structure (OPS) Rear Screen	1	\$ 404.46	14.00	\$ 56.62	\$ 347.84	\$ 347.84	
BM24089	Occupant Protective Structure (OPS) Switch Bank	1	\$ 97.37	14.00	\$ 13.63	\$ 83.74	\$ 83.74	
	Dealer Attachments Total		\$ 2,022.30		\$ 283.12	\$ 1,739.18	\$ 1,739.18	



# Selling Equipment

Quote ld: 30053949 Customer Name: VILLAGE OF SUSSEX

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

Deere & Company 2000 John Deere Run Carv. NC 27513 FED ID: 36-2382580 **UEID: FNSWEDARMK53**  ALL PURCHASE ORDERS MUST BE SENT

**TO DELIVERING DEALER:** 

Proven Power, Inc. S65w22065 National Avenue Waukesha, WI 53189 262-679-0100

office@provenpower.com

Value Added Services	\$ 0.00	\$ 0.00	\$ 0.00
Total		•	,

Total Selling Price

\$ 18,809.30

\$ 2,633.30 \$ 16,176.00 \$ 16,176.00

JOHN DEERE GATOR™ XUV590M Power Steering Winch Ready (Model Year

**Equipment Notes:** 

Hours:

6349

Stock Number:

Selling Price \*

Contract: WI VA NASPO 505ENT-M20-GROUNDMAINT-02

\$ 17,087.79

(PG W1 CG 22)

Less Winch Package

**Standard Options Total** 

Price Effective Date: December 4, 2023 \* Price per item - includes Fees and Non-contract items Code Description Qtv List Price Discount% Discount Contract Extended Amount Price Contract Price 592HM GATOR™ XUV590M (Model 1 \$ 15,999.00 14.00 \$ 2,239.86 \$ 13,759.14 \$ 13,759.14 Year 2024) Standard Onlight Lizer Unit 0202 **United States** \$ 0.00 1 14.00 \$ 0.00 \$ 0.00 \$ 0.00 0505 **Build to Order** 1 \$ 0.00 14.00 \$ 0.00 \$ 0.00 \$ 0.00 1000 25" Terra Hawk all-terrain 1 \$ 0.00 14.00 \$ 0.00 \$ 0.00 \$ 0.00 tires on 12" Yellow Steel Wheels 2007 Bench Seat - Black 1 \$ 0.00 14.00 \$ 0.00 \$ 0.00 \$ 0.00 2302 Standard Tenneco Twin 1 \$ 0.00 14.00 \$ 0.00 \$ 0.00 \$ 0.00 Tube Shock 2350 Park Position in 1 \$ 0.00 14.00 \$ 0.00 \$ 0.00 \$ 0.00 Transmission 2500 Green & Yellow 1 \$ 0.00 14.00 \$ 0.00 \$ 0.00 \$ 0.00 Cargo Box without Box Rails 3002 \$ 0.00 14.00 \$ 0.00 \$ 0.00 \$ 0.00 3100 Manual Lift 1 \$ 0.00 14.00 \$ 0.00 \$ 0.00 \$ 0.00 4002 OPS with Nets & Brake/ \$ 0.00 1 14.00 \$ 0.00 \$ 0.00 \$ 0.00 **Taillights** 4030 Black Roof 1 \$ 454.00 14.00 \$ 63.56 \$ 390.44 \$ 390.44 4149 Less Packages 1 \$ 0.00 14.00 \$ 0.00 \$ 0.00 \$ 0.00

\$ 0.00

\$ 454.00

14.00

\$ 0.00

\$ 63.56

\$ 0.00

\$ 390.44

\$ 0.00

\$ 390.44

1



# **Selling Equipment**

Quote Id: 30053949 Customer Name: VILLAGE OF SUSSEX

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580

UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Proven Power, Inc. S65w22065 National Avenue Waukesha, WI 53189 262-679-0100

office@provenpower.com

	Translation of the Control of the Co	ltaelii	ngilean angori	ifizaleti/©ipter	Market		
BM23396	Occupant Protective Structure (OPS) Rear Screen	1	\$ 404.46	14.00	\$ 56.62	\$ 347.84	\$ 347.84
BUC10159	OPS Glass Windshield w/ Wiper	1	\$ 1,278.66	14.00	\$ 179.01	\$ 1,099.65	\$ 1,099.65
BM24812	Cargo Box Power Lift	1	\$ 1,048.60	14.00	\$ 146.80	\$ 901.80	\$ 901.80
BUC10790	Turn Signal Kit	1	\$ 409.81	14.00	\$ 57.37	\$ 352.44	\$ 352.44
BUC11245	Turn Signal Light Harness Kit	1	\$ 177.61	14.00	\$ 24.87	\$ 152.74	\$ 152.74
BM24089	Occupant Protective Structure (OPS) Switch Bank	1	\$ 97.37	14.00	\$ 13.63	\$ 83.74	\$ 83.74
	<b>Dealer Attachments Total</b>		\$ 3,416.51		\$ 478.30	\$ 2,938.21	\$ 2,938.21
coccounter es estima fa robb empay () ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( (	Value Added Services Total	THE COLUMN TO SERVICE STATES	\$ 0.00	RIMON BLAND BOOK BELLANDING	CHELINIPALINAMI E CALIFORNIA DI GRANI	\$ 0.00	\$ 0.00
Total Sellin	ig Price		\$ 19,869.51		\$ 2,781.72	\$ 17,087.79	\$ 17.087.79

Oate

1/3/2024

	٠						Salesperson	Alejan	dro Aveiro
	•	:				:			
lame Tho	rn Beires	Toward of the waster waster staying a six sixty	n gramana wali wa ili awan gi piliwi akene eskeni wen	· · · · · · · · · · · · · · · · · · ·	IV Novi	(Metter	Resitat Unit	nin yike	iesi
iddiess :	nga wasan 2000 menengan dan		ا ساستان در این		Tristianaru	anguments.		-As-Notal	71. 3.
Er.	grindensen, springersteten in med te	en a mar de l'amagnée en l'es en construction de l'est d	Pale Market	n ti i i i i i i i i i i i i i i i i i i	Year 3024	Make F	londe?	Stock 1	5657
louety	Sird wile der <b>b</b> destinantischen den	1	ip	and the second s	Model Pioneer 700	d Forest	Body		:
forther	Marcon and the state of the sta	II	in Phone		Color		idn	Year.	The second secon
teli Phone	Graf deligner com ser state other company	mentary and make an all and a shall			was est cook of the test the	National Expression - A more decomposition	· · · · · · · · · · · · · · · · · · ·		The second secon
1.10er -000	កមុន(៧៦៤១៦	All propagation are expressed in the page.	arang na naga ayang nga na nagatan na sa sa		AM THEACOSPA	#46KW70	provings commentenes and the comment of the comment	Miles	7
e-minormoresimore Anded Equipmes		erent o presidente en	ikļukcija utnacim atkļumprum uzvetum tika itigā	or er einste etre se eterminische einsche der	Regularity in the second secon	Bandaya na gajana yeyinin 140,000 nil matalahan inasan sa papun 1944 hakatatatan 1851 nil matalahan alah tabi	e commence de la comm	er i de de la companya de la company	Barana da de la composición del composición de la composición de la composición del composición de la
THE PARTY PROPERTY OF THE PROPERTY OF THE PARTY PROPERTY PROPE	n rediction and research		and the experience of the entire	The section of the se	TRADE	IN (1)	P1	PURC:	iage
	von coteniicon Litatriin seci, Lace, nutus v	and a second section and a second	en e semanta de la composição de la comp	. 20 Carbon Carlos de carrier de la carrier	Year V	akt	Price		\$16,999.00
e Material Material and Association and	tarifficia de la companya de la comp	Mint Militarian e Para Laterna	there is a second of the state of the second state of the second		Model		Added Equi	p.	50 00
CONTRACTOR OF PROPERTY OF STATE OF STAT	and of the state of the same	enderstelle a Long. Society — conse	deren florere bill barrell in bull believel or rese	o and extract distant magazine	Vin		Doc Fee		\$240.00
- An order (April 1984) Action (April 1984)	tation des recommens es es escription	ankara sakus arrusi gradi, menden	riki sejejejernej ni seoriasio kookkaisio kankangaji kansayi makena orga je	ro Floring par-s; yandan panahan kamadan da	Miles		Freight	1	31.834.00
- Marchaeller - Marchaeller - Linna (1986)	ruta.me 4.11-9 \$ . filmendare		Mainin danak		Stock	***************************************	Prep		\$589.0£
	east marrier sir quant	RETAIL PAY	MENTS	p = 4545 - 1 - july - 2 - july -	TRADE	N (2)			
Casii Pa	yment	\$0.00	\$1,000.00	\$2,000.00	Year Ma	ike	SUBTOTAL		S19,087.00
.48 tv	Iontha	\$574 - 534	\$496 506	\$469-479	Model		300,010		
- Sign Stella technicularides services anno manifestation	tontus	5446 456	\$422 - 552	\$399-409	VIN		Sales Tax		\$0.00
ZAM	ionths	\$395 - 405	\$374 - 384	\$253.3.63	Miles				
Retail payment	s are an e	fimate and may	vary among lendi is of your load may	ng (nscitutions:	Stock				
n the actual terral	ns of the I I Not Sales	noancial institut Price is based	ia to your reading lons's acceptance on Didown paymes	and are	Allowence		TOTAL CASH PRICE	1000	919.087.00
•					Rebate	\$0,00	Total	* Private disses	LAN TOTAL
	1				Cash Due	\$0.00	Credits		(\$0.00)
		建筑头				and any property of the second	TRADE-IN	1	
					Deposit	\$0.00	PAYOFF	***************************************	\$9,80
					TOTAL	re-ver mel den mel delle - normal and effected to be source sea to color	PERMA		KIN TOTAL
					CREDITS	\$0,00	BALANCE DUE		\$19,087.00

Prepared by Mille Br

N64W23760 Main Street Sussex, Wisconsin 53089 Phone (262) 246-5200 FAX (262) 246-5222 Fmail: info@villagesussex.org

Email: <u>info@villagesussex.org</u>
Website: www.villagesussex.org

# **MEMORANDUM**

To: Parks and Recreation Board From: Thom Berres, Parks Foreman

Date: 02/13/2024

**Re: PICK UP TRUCK PURCHASE** 

The 2014 Ford F150 xl 2wd regular cab and 8-foot bed pick-up truck is due for replacement. This is a vehicle that is used daily, year-round by park staff. The vehicle quoted is a direct replacement. Quotes were solicited from three manufacturers. The Chevrolet and GMC dealers were unable to provide fleet, governmental pricing for their trucks.

There is \$40,783 available in the depreciation fund.

DEALER	MODEL	COST
Ewald Ford	2024 Ford F150xl	\$35,853
Chevrolet	Unavailable	*Did not provide quote
GMC	Unavailable	*Did not provide quote

# Recommendation

Staff recommends the purchase of the Ford F150 as presented.



Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 8' Box ( ♥ Complete )

# **Quote Worksheet**

	Mere
Base Price	\$36,870.00
Dest Charge	\$1,995.00
Total Options	\$618.00
Subtotal	\$39,483,00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$3,630.00)
Subtotal Discount	(\$3,630.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$35,853.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$35,853.00

# Comments:

2024 Ford F150 Regular C	ab 2wd to your specs as detailed.	Registration fees are not included.	Delivery can not be anticipated due to
current market conditions.	Subject to allocation approval from	n Ford.	,

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.



Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 8' Box ( Complete )

# **Standard Equipment**

Mechanical	
100	Engine: 2.7L V6 EcoBoost -inc: auto start-stop technology (STD)
	Transmission: Electronic 10-Speed Automatic -inc: SelectShift w/progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD)
A TO SECURE AND A	3.55 Axle Ratio (STD)
West of the second seco	50 State Emissions System
And the second section of the	Rear-Wheel Drive
	70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
The state of the s	200 Amp Alternator
1 ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
The second secon	Trailer Wiring Harness
and the anticons of the band of the probabilities and apply the relative to	1895# Maximum Payload
erecke i Manne i maanni ii regeringe er japabbah akan immin masuri (japa-dasan	GVWR: 6,170 lb Payload Package
The state of the s	HD Shock Absorbers
	Front Anti-Roll Bar
та и подражения в подражения в подражения в подражения в подражения в подражения в под достоя в подражения в под	Electric Power-Assist Steering
A CONTRACT OF THE PROPERTY OF	Single Stainless Steel Exhaust
	36 Gal. Fuel Tank
	Double Wishbone Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Exterior	
	Wheels: 17" Silver Steel (STD)
обил титель н. 17 у т. с 1994 г. обиль (Обиль) (Обиль) (Обиль (Обиль Арментура) (Обиль (Обиль))))))))))))))))))))))))))))))))))))	Tires: 245/70R17 BSW A/S (STD)
The second secon	Regular Box Style
	Steel Spare Wheel
- A Commission of the Commissi	Full-Size Spare Tire Stored Underbody w/Crankdown
and the state of t	Clearcoat Paint
in 1997 (1997), his on a single control that the section commenced and experiences	Black Front Bumper w/Black Rub Strip/Fascia Accent
The state of the s	Black Rear Step Bumper

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.



Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 8' Box ( & Complete )

The state of the s
anual Folding
TOTAL STATE OF THE
ower Door Locks
Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime adlarnps w/Delay-Off
npensated Volume Control and Radio Data System
speakers and auxiliary audio input jack
nanual driver/passenger and armrest
idited diverposelige dilu diffiest
าท
Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, er and Trip Computer
nternet Access
r Transmitter, Illuminated Entry and Panic Button
ols

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.



Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 8' Box (♥ Complete)

- The first new modes and the second states of a constitution of the second states of the sec	
interior	
	Manual Air Conditioning
THE RESERVE THE PROPERTY OF TH	Locking Glove Box
THE STATE OF THE S	Interior Trlm -inc: Cabback Insulator and Chrome Interior Accents
The Control of the Co	Full Cloth Headliner
	Urethane Gear Shifter Material
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Mini Overhead Console w/Storage and 1 12V DC Power Outlet
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Pickup Cargo Box Lights
	Smart Device Remote Engine Start
	Connected Navigation Integrated Navigation System w/Voice Activation
	SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation, Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation, Connected service and features depend on compatible AT&T network availability, Evolving technology/celfular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
2.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1	Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver And Passenger Door Bins
TEALATEN AN ANNE ELEVER TOTAL AL BANKAN BANKAN AND AND AND AN AND AND AND AND AND AN	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Power Door Locks w/Autolock Feature
	Redundant Digital Speedometer
	Trip Computer
The second secon	Outside Temp Gauge
	Digital/Analog Appearance
THE RESERVE OF THE PROPERTY OF	Seats w/Carpet Back Material
11 11 11 11 11 11 11 11 11 11 11 11 11	Manual Adjustable Front Head Restraints
A A CANADA TARA TARA TARA TARA TARA TARA TARA T	Perimeter Alarm
OF THE STATE OF TH	

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.



Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 8' Box ( Complete )

Interior	
7 (1994) 1991   1994   1995   1995   1995   1995   1995   1995   1995   1995   1995   1995   1995   1995   1995	Securilock Anti-Theft Ignition (pats) Immobilizer
Management of the second of th	1 12V DC Power Outlet
II TETRITO PRODUCTO POR PRODUCTO PROCESSOR PROPERTY PROCESSOR PROPERTY PROCESSOR PROCE	Air Filtration
Safety-Mechanical	
#### 6 col   1   10   14   12   12   13   14   15   15   15   15   15   15   15	AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
. We shall be some the state of the $\delta$ and $\delta$ are state of the state o	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Reverse Sensing System Rear Parking Sensors
Announces and presente an olderfile Schiller Spillprope As an emiliaritation of the	
ann an t-ann an t-an	BLIS (Blind Spot Information System) Blind Spot
en a 1 eron - en properio de Marcalla de la Mallada en proceso de constituida en la marcalla de la companya del companya de la companya del companya de la companya del la companya de la	Pre-Collision Assist with Automatic Emergency Braking (AEB)
Mr. toologicalingeness, and the state of the	Lane Keeping Alert Lane Keeping Assist
	Lane Keeping Alert Lane Departure Warning
I Albanista o control algori (free Albanishinka (isan meneng open populasi algoristika i	Collision Mitigation-Front
an trade of the section of the secti	Driver Monitoring-Alert
er i til til de kill til til til til til 10 kill til 10 kill til den matter klade omkredenske klad i somhelske	Collision Mitigation-Rear
an i i i i i i i i i i i i i i i i i i i	Tire Specific Low Tire Pressure Warning
ette tekseld oog og etter severræsterræste i tittellige i pjekoverræste te steatræsterræ	Dual Stage Driver And Passenger Front Airbags
	Safety Canopy System Curtain 1st Row Airbags
And the second s	Airbag Occupancy Sensor
The state of the s	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
the time to the state of the st	Ford Co-Pilot360 - Reverse Camera Back-Up Camera
WARRANTY	

Basic Years: 3

Basic Miles/km: 36,000 Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.



Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 8' Box ( ◆ Complete )

Selected Model and Options MODEL CODE MODEL **MSRP** F1K 2024 Ford F-150 XL 2WD Reg Cab 8' Box \$36,870.00 COLORS CODE DESCRIPTION НΧ Antimatter Blue Metallic **ENGINE** CODE DESCRIPTION **MSRP** 99P Engine: 2.7L V6 EcoBoost -inc: auto start-stop technology (STD) \$0.00 TRANSMISSION CODE DESCRIPTION **MSRP** 44G Transmission: Electronic 10-Speed Automatic -inc: SelectShift w/progressive range select and \$0.00 selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD) OPTION PACKAGE DESCRIPTION CODE MSRP 101A Equipment Group 101A Standard \$0.00 **AXLE RATIO** CODE DESCRIPTION MSRP X19 3.55 Axle Ratio (STD) \$0.00 WHEELS CODE **DESCRIPTION MSRP** Wheels: 17" Silver Steel (STD) 64C \$0.00 TIRES CODE DESCRIPTION **MSRP** Tires: 245/70R17 BSW A/S (STD)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST,

\$0.00



Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 8' Box ( Complete )

RIMARY PA	INT	
CODE	DESCRIPTION	MSRP
НХ	Antimatter Blue Metallic	\$0.00
EAT TYPE		
CODE	DESCRIPTION	MSRP
CS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger and armrest	\$0.00
DDITIONAL	EQUIPMENT - EXTERIOR	
CODE	DESCRIPTION	MSRP
96W	Tough Bed Spray-In Bedliner	\$595.00
JSTOM EQU	JIPMENT	
CODE	DESCRIPTION	MSRP
I IDADO E I E LE RIGE DÀ DESCRIPTION DE LA COMPA	Dollyon from Horlfood Food to Suggest	**************************************
Delivery	Delivery from Hartford Ford to Sussex	\$23.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.



Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford F-150 (F1K) XL 2WD Reg Cab 8' Box ( Complete )

# **Price Summary**

PRICE SUMMARY	
	MSRP
Base Price	\$36,870.00
Total Options	\$618.00
Vehicle Subtotal	\$37,488.00
Destination Charge	\$1,995.00
Grand Total	\$39,483.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.



N64W23760 Main Street Sussex, Wisconsin 53089 Phone (262) 246-5200 FAX (262) 246-5222

Email: <u>info@villagesussex.org</u>
Website: www.villagesussex.org

# **MEMORANDUM**

To: Park Board

From: Thom Berres, Parks Foreman

Date: 02/13/2024

Re: Aera-Vator Over Seeder

Our current aera-vator is no longer repairable and has surpassed its service expectancy. This tractor attachment is used multiple times throughout the year on baseball diamonds and soccer fields as well as high visibility, high use areas like The Grove, the Civic Center, and any new turf projects. The quoted aera-vator over seeder is the only one on the market in this style and is a direct replacement. There is \$20,071.00 available in the depreciation fund.

DEALER	MODEL	COST
Burris Equipment	UA60 Aera-Vator with	\$15,271.00
	seed box	

# Recommendation

Staff recommends the purchase of the aerator from Burris Equipment as presented.

# BONDAS.

# Turf Equipment Specialist www.burriseguipment.com

Waukegan:
2216 N. Greenbay Road
Waukegan, IL 60087
(847) 336-1205
(847) 336-2697 - Fax

Date: 6/21/2023

Rev:

Invoice To: C00025064

Ship To: VILLAGE OF SUSSEX

N64W23760 MAIN ST,SUSSEX,53089,WI,US

Lakemoor: 27939 W. Concrete Drive Ingleside, IL 60041 (815) 363-4100 (815) 363-4109 - Fax

Attn:

Ph #\_

Cell # 262-765-6875

Email tberres@villagesussex.org

Joliet:

2001 Cherry Hill Road

Joliet, IL 60433 (815) 464-6650 (815) 464-6951 - Fax

We are pleased to submit this quote for your consideration:

Qty	Code	Description	Sale Price
		2024 BUDGET	<u></u>
1	UA82-021	UA60 AERA-vator Frame w/ Rake & Standard Roller	6,524.0
1	UA82-015	UA60 AERA-vator Shaft Only	3,854.0
1	SB82-001	UA60 SEED BOX Attachment	3,801.0
	******		
	74		
			, , , , , , , , , , , , , , , , , , ,
			- 17 Mil
		Factory Freight & Prep	1,092.00
			15,271.00
		The same of the sa	\$15,271.00
lotes:		Sub-Total: Sales Tax: Grand Total:	15

				Mike Thornton	
Quote Good Thru:				mike.thornton@burrisequipm CELL # (847) 417-2436	
Order Accepted:	□ Maile □ Faxed	☐ Delivered	□ Email	Burris Equipment Co.	
Customer Signature	Date Sales	Service	Rentals	Sales Representatives Signature	Date

### VILLAGE PARK CONCESSION STAND LEASE

This agreement is made between the Village of Sussex, a Wisconsin Municipality ("Lessor) and SBA Operations, LLC, owned by Samantha May ("Lessee") for the lease of the concession stand in Sussex Village Park, N63W24459 Main Street.

## I. RENTAL TERM AND SERVICE FEE

- A. This lease shall be for a 1-year term commencing on the 29 day of April, 2024 and ending on the 11 day of October, 2024.
- B. The rental for the concession building and equipment shall be in the sum of \$20.00 per team registered to play during the season. Each yearly payment is due by the 1 day of May.
- C. All payments shall be made payable to the "Village of Sussex" and delivered to N64W23760 Main Street, Sussex WI 53089.
- D. Failure to pay the rental fee on or before the due date listed in this section shall subject the Lessee to a 1% per month penalty on the unpaid fee due.
- E. A refundable deposit of \$500.00 shall be paid to the Lessor prior to start of operation and shall be refunded within 30 days after the last day of operation in 2024. Deductions from this deposit are to be used only to pay any costs for damages done by the Lessee. An inspection of the entire premises will be made, after the term and any cleaning of the facility that may be required will also be subtracted from the deposit.

## II. PURPOSE

- A. The purpose of this lease is to allow the Lessee to use said premises for the operation of a concession stand to provide food, soda, and if properly licensed, beer to the public patronizing the park.
- B. The concession stand operating hours are from 5:00 P.M. and not later than 11:00 P.M. five days per week for rental term. The Lessee can operate on July 4<sup>th</sup> if there is no interest from a not-for-profit group to operate.
- C. Lessee may open concession stand on other dates with approval from the Parks and Recreation Director, provided such operation does not conflict or interfere with other park functions and/or reservations.
- D. It is expressly understood that the Sussex Lions Club and Junior Chargers Baseball Organization are entitled to operate tournaments during the lease term and are entitled to full use and occupancy of the concession stand and all related equipment during said tournaments. Lessee shall be required to vacate the same during those periods including for Lions Daze that is typically the 2nd weekend of July and the Junior Chargers Tournaments that are the 1st weekend in June (Friday, Saturday and Sunday) and the 3rd weekend in June (Friday, Saturday and Sunday). Exact dates will be provided upon request. The concession stand may be utilized by a community organization on July 4.
- E. The Lessee is specifically entitled to run up to five (5) softball, baseball, and/or volleyball tournaments during the lease term on five (5) different Saturdays and Sundays on dates to be approved by the Park and Recreation Board of the Village of Sussex when no other prior commitment has been made. The Lessee for each tournament must pay the standard reservation fee.

### III. MAINTENANCE AND OPERATION

- A. Lessee shall be solely responsible for maintaining the concession stand equipment and the concession stand's immediate vicinity in good condition during the term of the agreement except as otherwise stated in this Agreement.
- B. Lessee agrees to be liable for all maintenance and repairs to the concession stand and agrees to assume responsibility for all damage occurred by neglect to plumbing, gas, water, steam sewage or other pipes, electrical wiring, any other electrical installations to other portions of the building or grounds or damage to any part of the physical structure of the property.
- C. If the Lessee wishes to make any permanent improvements or, additions to the concession stand, such request shall be made to Staff and is required to be reviewed and approved by the Village Board. The Lessee shall obtain from duly prescribed officials the permits and licenses necessary to operate a concession stand and sell food and beverages and shall operate only in compliance with all local, state and federal laws and all ordinances and other governmental regulations. Lessee agrees to keep on hand, at all times, a sufficient supply of all merchandise to adequately serve the public.
- D. Lessee agrees that they will maintain all premises in a manner consistent with, or demanded by, all health departments and pure food examiners, and also that the premises will at all times be kept open for the proper inspection by duly authorized representatives of the Village of Sussex or any other agency having jurisdiction thereto.
- E. Lessee agrees to employ competent persons to be in attendance on premises, and that at no time will there be less than one person constantly in charge of said premises.
- F. If a beer license is granted, Lessee will comply with all state and local laws and ordinances on liquor and the dispensing thereof.
- G. Lessee agrees that they will not allow trash to accumulate, in any form, on the concession stand premises or in the immediate vicinity of the concession stand for the entire contract period.
- H. Lessee must provide adequate garbage and recycling receptacles in the building and shall also be responsible for dumping of the same into provided dumpsters.
- Lessor shall be responsible for removal of such garbage and recycling materials from the dumpsters.
- Lessee agrees to be responsible for nightly cleaning the entire area around the concession stand premises.
- K. Lessee shall be responsible for any repairs equipment owned by them. The Lessor assumes responsibility for any repair and maintenance of equipment owned by the Lessor.
- L. Lessee agrees to be responsible for cleaning the restrooms contained in the concession stand after each day's events.
- M. Lessee agrees to clean and remove all owned equipment by the end of season. A prior walkthrough by Village Staff may be required. Any damages or lack of cleaning found may result in a loss of the Lessee's deposit as outlined in this agreement. Lessee is required to turn in key to the Village of Sussex.

### IV. DAMAGE OR DESTRUCTION OF PREMISES

- A. If the premises are destroyed by fire, flood, casualty, war or any other natural disasters, then the agreement at the option of either party shall cease and come to an end.
- B. In the case of any partial damage caused by fire, flood, casualty, war or any other natural disaster, the Lessor may restore the premises to the previous condition and adjust a portion of the rent for the period that the concessionaire was not allowed the use of the premises, be refunded or not demanded by Lessor.

### V. INDEMNIFICATION

- A. In consideration of this agreement executed hereunder, and in addition to, and not the exclusion or prejudice of, any provisions of this permit, or documents incorporated and/or reference herein, the Lessee agrees to indemnify and hold harmless the Village of Sussex and its former, present and future elected officials, employees, servants, agents, independent contractors and their respective heirs, successors, personal representatives, and shall defend the same from and against any and all loss, liability, interest, actions, damages, claims, lawsuits, liability and expense, including, without limitation, all legal, accounting, consulting, engineering expenses, to whomever owed and by whomever and whenever brought or maintained which may in any manner result form or arise in the course of, out of, as a result of, or in connection with the use of the Sussex Village Park or other facilities by the Lessee.
- B. In the event of any accident or disaster resulting from the concession stand operation in any form or manner, it shall be the direct responsibility of the Lessee who shall assume all such responsibility and any legal counsel necessitated by this agreement including any legal actions arising therefrom, shall be the responsibility of the Lessee and shall be paid for by the Lessee.
- C. In every case where the judgment is recovered against the Village of Sussex or its representatives referred to above, if notice and opportunity to defend has been given to Lessee of the pendency of the suit within ten (10) days after the Village has been served with the same, the judgment shall be conclusive upon the Lessee not only as to the amount of damages, but also as its liability to the Village.

# VI. INSURANCE

- A. The Village shall not be liable to the Lessee, his agents, employees, servants, customers, visitors, guests or to any person who may be damaged or injured including, through or out of Lessee's right to use and improve the premises as herein provided.
- B. Not by way of limitation, loss of life or damage to property by reason or arising by, the Lessee shall maintain in force at all times during the terms hereof, a policy of public liability insurance insuring itself and the Village of Sussex against injury to property, person or loss of life arising out of the use and occupancy of the premises within the limits of at least \$1,000,000 per occurrence and the Lessee shall furnish to the Village, as may be requested from time to time, a certificate of said insurance.

# VII. COVENANTS OF LESSEE

A. Lessee agrees to and his agents or employees shall at all time comply with all rules and regulations adopted by the Lessor. Lessee agrees that he will, at his own expense, repair all damage or injury to the property of the Village of Sussex if such damage is caused by the Lessee, his agents or employees.

## VIII. ASSISGNMENT OF SUBLETTING

A. Lessee shall not, without written consent of the Lessor sublet the premises of any part thereof, nor assign, hypothecate or mortgage the agreement.

# IX. VILLAGE'S RIGHT OF ENTRY

A. Those persons representing the Lessor or their agent or independent contractor reserve their right, exercisable at any reasonable time during the term hereof, or extension thereof, to enter the premises for the purpose of making repairs which are the Village's responsibility or inspecting the premises.

# X. FIXTURES

Jennifer Moore, Village Clerk

A. Any fixtures installed by Lessee becomes the property of Lessor at the end of the lease term. This agreement shall be effective April 29, 2024, through October 11, 2024. The agreement may be amended, at any time, by mutual agreement of both parties, and that agreement is in writing.

Dated this day of	, 2024.
SBA Operations LLC	
Signature	
Samantha May, Owner	
Village of Sussex	
Anthony LeDonne, Village Presiden	t
Attest:	

# 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 <u>5th</u> day of <u>February</u>, 2024, 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: <u>July 4<sup>th</sup>, 2024</u> at: <u>9:20pm</u> pm. In the event of inclement weather, the display will be rescheduled for the **next night** <u>July 5<sup>th</sup>, 2024</u> 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: \$21,000.00 plus tax (unless exempt). A deposit in the amount of: \$10,500.00 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 \$525.00 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 Sussex WI 53089		
Oma'e worvanspray.com	Phone: 262-246-5200 Office		
	Email: Halie Dobbeck		

hdobbeck@villagesussex.org



N64W23760 Main Street Sussex, Wisconsin 53089 (262) 246-5200 info@sussexwi.gov villagesussex.org

**Date:** February 14, 2024

To: Park & Recreation Board

From: Kelsey McElroy-Anderson, Assistant Village Administrator

**Subject:** Village Park Digital Sign

The Village has been experiencing intermittent issues for the past several years with the Village Park digital sign located along Main Street. The issues mostly result from age and include challenges such as hardware failures and finding replacement parts. We continue to troubleshoot these issues, but they are becoming more frequent and more difficult to resolve.

Since the original installation in 2009, the Village of Sussex has added a more robust electronic sign at the Civic Center. Social media, the Village website, and eblasts have also grown in popularity and have become very effective communication tools for the Village. For these reasons staff does not recommend spending Village funds on the replacement of the digital sign.

The Lions Club originally paid for the digital sign so staff met with representatives from this Club last year to discuss options. The Sussex Lions Club discussed this within their group and voted on November 6, 2023 to give the Village of Sussex permission to remove the electronic sign when it has failed. Both parties agreed that the remaining components of the monument sign, which includes the bricks, the Lions logo, and the Village Park entrance sign, will remain. Our Parks Department can remove the sign so there will be little to no cost to the Village.

Staff recommend removing the Village Park electronic sign when it fails.

