



**VILLAGE OF WESTON, MARATHON COUNTY, WISCONSIN  
SPECIAL MEETING AGENDA OF THE BOARD OF TRUSTEES**

Weston Municipal Center Board Room  
4747 Camp Phillips Road, Weston, WI 54476

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**Tuesday, April 15, 2025, at 6:00 p.m.**

A quorum of members from other Village governmental bodies (boards, commissions, and committees) may attend the above-noticed meeting to gather information. If a quorum of other government bodies are present this would constitute a meeting pursuant to "State of Wisconsin ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553,494 N.W.2d 408 (1993)". Therefore, no official actions other than those of the BOARD OF TRUSTEES shall take place.

Any interested persons may attend the meeting via the Zoom link listed below.

**Join Zoom Meeting:**

<https://zoom.us/j/5445915099>

**Join Zoom Meeting by Phone:**

+1 312 626 6799 US (Chicago)

**Meeting ID: 544 591 5099**

**AGENDA ITEMS**

1. Special Board of Trustees Meeting called to order by President Maloney
2. Pledge Allegiance to the Flag
3. Roll Call by Clerk for Board of Trustees
  - a. Maloney{p}, Cronin, Ermeling, Jordan, Pinsonneault, Weiland, Vacant

**PUBLIC COMMENTS**

**MINUTES FROM PREVIOUS MEETINGS**

4. [Acknowledge March 24, 2025, Park and Recreation Committee Meeting Minutes](#)

**UNFINISHED BUSINESS**

**NEW BUSINESS**

5. Discussion and/or action on the Appointment of a Candidate to Fill the Trustee Vacancy for the Two-Year Term of April 15, 2025, Through April 19, 2027
6. Discussion and/or action on President's Appointments to Committees and/or Commissions
7. [Discussion and/or action on Attorney Referral Request Regarding March 17, 2025, Board determination to Release of a Portion of TIF Development Incentive for the Property Located at 2302 Schofield Avenue \(Project # 20240110\)](#)
8. [Discussion and/or action on Attorney Referral Request Regarding Development Agreements](#)
9. [Discussion and/or action on Approval of Proclamation 2025-001 Arbor Day Observance](#)
10. [Discussion and/or action on acceptance of a Knowles-Nelson Stewardship Program – Outdoor Recreation Aids Grant contract for Improvements at Yellowbanks Park](#)
11. [Discussion and/or action on proceeding with Architectural and Structural Services for Kennedy Park](#)

**VILLAGE OF WESTON, WISCONSIN**  
**OFFICIAL MEETING AGENDA OF THE BOARD OF TRUSTEES**

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12. Discussion and/or action on a Contract with Go Full Nelson Marketing for the Kennedy Park Renovation Project
13. Discussion and/or action on Recommendation from Park and Recreation Committee Regarding Kennedy Park Renovation Naming Rights Request for Field #4 to be the "Karen and Gary Rajek Memorial Field"
14. Discussion and/or action on Recommendation from Park and Recreation Committee Regarding Kennedy Park Renovation Naming Rights Request for the First Light Pole on Field #5 to be Named in Honor of Bradyn Bohn
15. Discussion and/or action on 2025 Crack Sealing Bid Award
16. Discussion and/or action on 2025 Gilsonite Sealing Bid Award
17. Discussion and/or action on 2025 Asphalt Overlay Bid Award
18. Discussion and/or action on Shorey Ave (CR-X to Heeren St) Repaving Bid Award
19. Discussion and/or action on E Jelinek Ave Change Order #3
20. Discussion and/or action on Weston Ave (West Phase) Change Order #2

**ATTORNEY REFERRALS**

**ADMINISTRATOR REFERRALS**

**REMARKS FROM TRUSTEES**

**REMARKS FROM THE PRESIDENT**

**FUTURE ITEMS**

Next meeting date(s):

- Monday, April 21, 2025, at 6:00 p.m.

**ADJOURN**

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the Village will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the Village Clerk at 715-359-6114 or [clerks@westonwi.gov](mailto:clerks@westonwi.gov) to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the Village will make a good faith effort to accommodate your request.

This Notice was posted at the Village Municipal Center, on [www.westonwi.gov](http://www.westonwi.gov) and transmitted to media partners on April 9, 2025.

**Village of Weston, Wisconsin**  
**MEETING MINUTES OF THE PARK & RECREATION COMMITTEE MEETING**  
**Monday, March 24, 2025, 5:00 pm**

**AGENDA ITEMS**

- 1.) Meeting called to order by Chair Weiland @ 5:00 P.M.
- 2.) Pledge Allegiance to the Flag
- 3.) Roll Call by Recording Secretary: Jessica Falkowski

<u>Member</u>	<u>Present</u>
Clark, Katrina	YES, Via Zoom
Corvino, Dino	YES
Ermeling, Barb	YES
Esker, Roger	YES
Weiland, Jamie	YES

Village Staff and other officials in attendance: Falkowski (Clerk), Administrator Gebert, and Osterbrink.

- 4.) Approval of minutes from previous meeting: February 24, 2025.

\*M/S/P Esker/Corvino: to approve February 24, 2025, minutes.

**Yes Votes: 5   No Votes: 0   Abstain: 0   Not Voting: 0   Result: Pass**

<u>Member</u>	<u>Vote</u>
Clark, Katrina	YES
Corvino, Dino	YES
Ermeling, Barb	YES
Esker, Roger	YES
Weiland, Jamie	YES

- 5.) Public Comments.

None.

**EDUCATIONAL PRESENTATIONS & REPORTS.**

- 6.) Update on the Kennedy Park Renovation and Capital Campaign.

Osterbrink stated that an RFC for architectural and structural services at Kennedy Park is in the packet and will be discussed later. An update on funds spent to date was given on the following items: construction plans, 3D renderings and videos, soil borings and geotechnical report, groundbreaking sign, and marketing. Osterbrink also gave an update on the grants that were applied for and responses. Friends of Kennedy Park (FoKP) are currently applying for grants through the Wausau & Marathon County Parks & Recreation Foundation and Sports Authority for \$10,000 from each entity. FoKP was not awarded funding from the Davis Family Foundation or the Community Foundation at this time. Both grant amounts were large and nonspecific asks that neither foundation accepted. FoKP was advised to apply for smaller dollar amounts and be more specific in their requests. For example, apply for field lighting and provide an estimated cost.

Osterbrink stated that FoKP is working on securing a \$500,000 donation from the Karen & Gary Rajek family to go towards field #4. The family is requesting naming rights for field #4.

FoKP has also requested the first light pole placed on field #5 be dedicated in honor of Bradyn Bohn.

Trustee Weiland, Sarah Olafson, and Administrator Gebert met with Marcus Nelson who owns Go Full Nelson, a consulting and marketing firm. Marcus participated in the small group strategic planning session and has been assisting with some marketing support for the Kennedy Park Renovation. Go Full Nelson, prepared an agreement for the Committee to consider. The agreement entails the following projects that Marcus will assist FoKP and Village staff to complete. Finalizing the Strategic Plan, drafting a Letter of Support to community organizations and businesses, working with FoKP and Community Foundation, website development, supporting fundraising efforts, etc.

Weiland stated that Marcus suggested using a 3D printer to print a replica of one of the ball fields and add an additional donation button to the Kennedy Park Renovation page. The page would then have a donation button at the top and bottom of the page.

The next **Dine for Cause** will be April 7 at Texas Roadhouse from 3PM to 10PM. Sarah Olafson updated the Committee that Red Robin raised \$760 at the March **Dine for Cause** event.

Administrator Gebert stated that she, Trustee Weiland, and Director Wodalski met with State Representative Patrick Snyder. The Village sent a 7-million-dollar request letter to Snyder asking for funding support for the Kennedy Park Renovation project. Representative Snyder supports the project and will push for funding opportunities through the biennial state budget. The state's fiscal year starts July 1<sup>st</sup>.

Ermeling asked if the large dollar amounts requested, and broad ask is why the FoKP did not receive funds from the Impact Grant or the Davis Family Foundation. Sarah Olafson responded that because the group asked for the full \$14.5 million from each foundation that the ask was too big and not specific enough. Both the Community Foundation and the Davis Family Foundation are interested in supporting the project. The "asks" should be more specific and between \$10,000 - \$500,000. For example, lighting for a ball field.

Weiland updated the Committee that Sarah will be meeting with Tim White from Wausau CVB to create a testimonial video.

## **7.) Update on Pickleball Courts**

Osterbrink stated there is no update at this time.

## **8.) Update on Improvements at Yellowbanks Launch**

Osterbrink explained the Village was awarded four different grants for the project: 50/50 matching grant for \$48,000 with a total project cost of \$96,000 from WDNR, \$2,500 from the Wausau Noon Kiwanis Club, \$5,000 from Wausau/Marathon County Parks Foundation, and \$15,000 Impact Grant from the Community Foundation.

Staff met with Dan Higginbotham on March 12<sup>th</sup> to review and discuss the plans. Higginbotham revised the plan from the suggestions made by Wodalski and Dolan. Falkowski has been working with the WDNR on required permits. Staff still have not received the grant contract from the WDNR to sign. The Village can not accrue and apply any costs for the project until the contract is signed.

Corvino asked what percentage of the total project cost will be covered by grant funds received. Osterbrink replied the Village needs to spend \$48,000 because of the 50/50 matching grant which, \$22,500 of awarded grant funds will offset some of the expense and the rest will be covered through force labor/equipment and volunteer labor/equipment. PGA is volunteering 16 hours for an operator and equipment to help strip/prepare the site. Dan Higginbotham has donated his surveying services of \$9,500.

Weiland commented that Tim White from CVB is asking for “creative ideas” to showcase. Weiland would like Osterbrink to contact White and provide him with information on the launch. Osterbrink responded that he has been in contact with White because the launch is officially part of the Great Pinery Heritage Waterway.

## **9.) Update on Disc Golf Improvements.**

Osterbrink stated that staff have been working with TC Energies. Staff marked the potential access points on the aerial map provided by TC Energies. TC Energies will then go on site and collect pipeline depths and instruct the Village on what is needed to build the berms.

Staff exchanged out 3-disc golf baskets, from holes 9,10, and 11, that need to be refurbished. Staff took pictures of the baskets and sent them to Crystal Finishing to get a quote for sand blasting and to paint or powder coat 14 baskets. The Village received a quote for \$125 per basket. The plan would be to send in three baskets at a time and rotate out until all 14 baskets have been redone. Staff have not assembled a cost estimate to replace the chain and to add a protective clear sticker around the pole for protection where the disc would hit. Depending on the total cost to refurbish the current baskets it may be cheaper to purchase new baskets. Staff found comparable baskets for \$375 each. Also, the Wisconsin Lions Camp in Rosholt may be interested

in purchasing our current baskets.

**POLICY ISSUES – DISCUSSIONS/RECOMMENDATIONS.**

**10.) Discussion and/or action on Proclamation 2025-001 Arbor Day Observance.**

**\*M/S/P Ermeling/Corvino: motion to recommend approval of Proclamation P-25-001 designating May 23, 2025, as Arbor Day in the Village of Weston.**

**Yes Votes: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass**

<u>Member</u>	<u>Vote</u>
Clark, Katrina	YES
Corvino, Dino	YES
Ermeling, Barb	YES
Esker, Roger	YES
Weiland, Jamie	YES

**11.) Discussion and/or action on acknowledging the Village is moving forward with Architectural and Structural Services for Kennedy Park.**

Staff met with Samuels Group to discuss the architectural designs for the Multi-purpose Park Building, Concessions/Restrooms Building, Restroom/Shelter on the east side of the park. Staff have also been working with REI and their sub-consultant on the structural services for the dugouts for all ball fields and the retaining walls on field #5.

Corvino stated that the Village should consider a theme for when we are designing the buildings and structures so they all have similar colors and materials used. So, that in the future even at other parks, building additions or upgrades will align with what is being built at Kennedy. Osterbrink stated that it was part of the discussion to make sure all buildings match.

Weiland asked if there is a timeline for the completion of the restroom facilities. Osterbrink responded that there is money in the CIP for 2026.

**\*M/S/P Corvino/Esker: move to acknowledge that the Village is moving forward with the Architectural and Structural Services for the Kennedy Park Project.**

**Yes Votes: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass**

<u>Member</u>	<u>Vote</u>
Clark, Katrina	YES
Corvino, Dino	YES
Ermeling, Barb	YES
Esker, Roger	YES
Weiland, Jamie	YES

**12.) Discussion and/or action on contract with Go Full Nelson Marketing.**

Osterbrink stated that a proposal from Go Full Nelson for \$3,000 is presented in the packet. Nelson outlined six projects that were discussed at the small group strategic planning meeting that he would undertake.

Corvino stated that the contracting body should be with the FoKP and not the Village of Weston because the strategic plan directly affects the marketing and fundraising for FoKP. The only item that is directly tied to the Village is the support letter to Pat Snyder. Corvino commented that the Village can reimburse FoKP the \$3,000 that is proposed in the contract. Administrator Gebert commented that it could be stated as FoKP in care of the Village of Weston for the parties involved. Ermeling stated that it should stay with the FoKP but, the Village budgeted the money. Sarah Olafson stated the FoKP should sign the contract and be the owner of Go Full Nelson's Services. Sarah explained that FoKP has an MOU with the Community Foundation and the Village of Weston and members of Village Board and staff are part of the small group for strategic planning so the Village will be informed. Corvino asked if the Village should formalize the strategic planning group into a formal committee. Administrator Gebert suggested the Village assign a liaison person to report back to the Park Committee. Clark agrees that a Village representative or Committee member should be assigned as a point person for FoKP to contact and inform/update the status of the project. The information then can be added to the monthly reports. Committee discussed that the support letter needs to be presented to the Committee and the Board of Trustees and the other pieces go to the FoKP.

**\*M/S/P Corvino/Esker: motion to recommend the approval of the Go Full Nelson Kennedy Park Projects Proposal Agreement to the Board of Trustees with the amendment that the signing contracted body is Friends of Kennedy Park.**

**Yes Votes: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass**

<u>Member</u>	<u>Vote</u>
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Clark, Katrina	YES
Corvino, Dino	YES
Ermeling, Barb	YES
Esker, Roger	YES
Weiland, Jamie	YES

**13.) Discussion and/or action on Kennedy Park Renovation Naming Right request for the first light pole on Field 5 to be named in honor of Bradyn Bohn.**

Corvino stated that the request for the first light pole on field 5 be named in honor of Bradyn Bohn will help bring public notice and keep the discussions going on a topic that is affecting many families everywhere.

Committee and baseball discussed adding a plaque and solar light to the pole in honor of Bradyn Bohn. The request would be in order under the approved Village Owned Park/Facility Naming Policy.

The community wants to help the family, and the family suggested donating to educational programs on Sextortion and donating to the DCE Youth Baseball program for lights on the fields. Weiland suggested having a QR code on the plaque for education and one for donating to the Community Foundation.

**\*M/S/P Corvino/Esker: motion to recommend approval of the first light placed on Field #5 of the Kennedy Park Renovation to be named in honor of Bradyn Bohn to the Board of Trustees.**

**Yes Votes: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass**

<u>Member</u>	<u>Vote</u>
Clark, Katrina	YES
Corvino, Dino	YES
Ermeling, Barb	YES
Esker, Roger	YES
Weiland, Jamie	YES

**14.) Discussion and/or action on Kennedy Park Renovation Naming Rights request for Field 4 to be the “Karen and Gary Rajek Memorial Field.”**

Osterbrink stated that RFC was drafted for the Committee to consider Field #4 to be “The Karen and Gary Rajek Memorial Field.” The Rajek family plans on donating \$500,000 through the Community Foundation for the construction of field 4. The family was very involved in softball. The donation includes everything but the lights.

Staff met with REI to go over engineering plans and signage for the field. REI will provide 3 options for signage to the Village by April 1<sup>st</sup>.

Corvino asked Jimmy Olafson for ideas for signage placement. Jimmy responded since the field will be turf, the name could be written out in centerfield or along the sides or be presented on custom wind screens. Corvino asked Jimmy to send example pictures to Shawn.

The committee suggested the following ideas for signage placement: on the turf, back of dugouts, and on the scoreboard if the family wants to purchase that also.

**\*M/S/P Corvino/Esker: motion to recommend approval of “The Karen and Gary Rajek Memorial Field” naming rights for Field #4 of the Kennedy Park Renovation project to the Board of Trustees.**

**Yes Votes: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass**

<u>Member</u>	<u>Vote</u>
Clark, Katrina	YES
Corvino, Dino	YES
Ermeling, Barb	YES
Esker, Roger	YES
Weiland, Jamie	YES

## **FUTURE ITEMS**

**15.) Possible next meeting date: April 28, 2025, at 5:00 PM**

**16.) Topics for future meetings:**

**17.) Remarks from Staff.**

Osterbrink stated his monthly report is in the packet and the only update that the Board requested is to have a current breakdown of costs for Kennedy Park Renovation and marketing.

**18.) Remarks from Committee Members**

**19.) Announcements**

**20.) Adjournment.**

**\*M/S/P Esker/Corvino: motion to adjourn the meeting at 6:10p.m.**

**Yes Votes: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass**

<b><u>Member</u></b>	<b><u>Vote</u></b>
Clark, Katrina	YES
Corvino, Dino	YES
Ermeling, Barb	YES
Esker, Roger	YES
Weiland, Jamie	YES

Jessica Falkowski, Recording Secretary

DRAFT

# REQUEST FOR CONSIDERATION

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**Public Mtg/Date:** Board of Trustees, April 15, 2025

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**Description:** Discussion and/or action on Attorney Referral Request Regarding March 17, 2025, Board determination to Release of a Portion of TIF Development Incentive for the Property Located at 2302 Schofield Avenue (Project # 20240110)

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**From:** Jami Gebert, Administrator

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**Question:** Would the Board like to approve the Attorney Referral request regarding release of a portion of TIF Development Incentive?

## Background

In accordance with the *Handbook for Elected and Appointed Village Officials*, Sec. 1.11 Attorney Referrals Procedure, please find attached Trustee Pinsonneault's written request for an Attorney Referral regarding the Board's determination to release of a portion of TIF Development Incentive for the property located at 2302 Schofield Avenue.

Per the policy, the request is being placed on an agenda for discussion and/or action by the Board of Trustees prior to being sent to the Village Attorney for legal opinion.

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**Attached Docs:** Email correspondence of March 23, 2025, from Trustee Pinsonneault RE Attorney Referral

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**Committee Action:** None.

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**FISCAL IMPACT:** TBD.

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**Recommendation:** None.

## Recommended Language for Official Action

**I move to approve the Attorney Referral and ask staff to direct the request regarding the Board's determination to release of a portion of TIF Development Incentive for the property located at 2302 Schofield Avenue (Project # 20240110) to the Village Attorney.**

**Or something else . . .**

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## Jami Gebert

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**From:** Jim Pinsonneault  
**Sent:** Sunday, March 23, 2025 12:23 PM  
**To:** Jami Gebert  
**Subject:** Attorney Referral

Jami,

I would like to make a formal request to have the Village Attorney review the action taken by the board of trustees on Monday March 17, 2025 in regards to disbursement of TIF grant funds to a developer who has not met the criteria agreed upon by both parties to satisfy payment as outlined in the development agreement.

The property at 2302 Schofield Avenue has not met the requirements as laid out in the development agreement, specifically:

1. Substantial completion has not been achieved. Substantial completion is clearly defined on page 3, paragraph (1.o):
  - a. A certificate of occupancy had been issued,
  - b. However, as asked and answered in the board meeting, the project architect has not issued a certificate stating the new building has been substantially completed in accordance with the plans. I am unsure if this is because the construction is not yet complete, or because due diligence has not been taken by the developer or staff to ensure this requirement has been met.
2. As asked and answered at the board meeting on March 17, 2025, the village assessor has not been contacted and confirmed a minimum assessed valuation of \$2,000,000.
3. As per paragraph 4 (b.2), the developer has not provided the Village with written evidence of the Developer's expenditures with respect to site preparation costs and any other such documentation as the Village may reasonably require.
  - a. If this information has been obtained, why was it not provided and distributed for the Board of Trustees?
  - b. If it does indeed exist, can you please provide a copy of that information along with the dates it was received and by whom?

The request for attorney services is to have him review the action taken by the Board of Trustees, and see that, even though it was haphazardly decided to make a decision which does not protect the interests of all of the Village of Weston, that we are even legally allowed to disburse funds and break the contract agreement. Is there any liability to the Village for breach of the contract? Could RLSS LLC sue for damages, or other cause for the Village not following the mutually agreed upon terms?

Furthermore, I am asking for a legal opinion from the Village attorney as to his team's recommendation on revising the Development Agreement, and or withholding disbursement of any funds until the terms have been met. If the agreement is not revised, what is to protect the interests of the Village if the project valuation is not achieved, and the project is never completed.

This TIF award was well above the dollar amount of any similar project was awarded in TIF 2. The TIF is at the very end of its lifecycle. If the developer fails to achieve the mandated valuation, what is the repercussion? How will we protect the interests of 16,000 residents? I am not stating that RLSS LLC intends to defraud the Village, but the whole reason for a development agreement in the first place is to protect the interests of the Village, and the developer.

Thank You,  
Jim Pinsonneault

# REQUEST FOR CONSIDERATION

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<b>Public Mtg/Date:</b>	<b>Board of Trustees, April 15, 2025</b>
<b>Description:</b>	<b>Discussion and/or action on Attorney Referral Request Regarding Development Agreements</b>
<b>From:</b>	<b>Jami Gebert, Administrator</b>
<b>Question:</b>	<b>Would the Board like to approve the Attorney Referral request regarding Village Development Agreements?</b>

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## Background

In accordance with the *Handbook for Elected and Appointed Village Officials*, Sec. 1.11 Attorney Referrals Procedure, please find attached Trustee Pinsonneault's written request for an Attorney Referral regarding the possible revision of the Village's Development Agreement(s) in consideration to disbursement of any funds.

Per the policy, the request is being placed on an agenda for discussion and/or action by the Board of Trustees prior to being sent to the Village Attorney for legal opinion.

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<b>Attached Docs:</b>	<b>Email correspondence of March 23, 2025, from Trustee Pinsonneault RE Attorney Referral</b>
<b>Committee Action:</b>	<b>None.</b>
<b>FISCAL IMPACT:</b>	<b>TBD.</b>
<b>Recommendation:</b>	<b>None.</b>

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## Recommended Language for Official Action

**I move to approve the Attorney Referral and ask staff to direct the request regarding the Village's Development Agreements to the Village Attorney.**

**Or something else . . .**

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## Jami Gebert

---

**From:** Jim Pinsonneault  
**Sent:** Sunday, March 23, 2025 12:23 PM  
**To:** Jami Gebert  
**Subject:** Attorney Referral

Jami,

I would like to make a formal request to have the Village Attorney review the action taken by the board of trustees on Monday March 17, 2025 in regards to disbursement of TIF grant funds to a developer who has not met the criteria agreed upon by both parties to satisfy payment as outlined in the development agreement.

The property at 2302 Schofield Avenue has not met the requirements as laid out in the development agreement, specifically:

1. Substantial completion has not been achieved. Substantial completion is clearly defined on page 3, paragraph (1.o):
  - a. A certificate of occupancy had been issued,
  - b. However, as asked and answered in the board meeting, the project architect has not issued a certificate stating the new building has been substantially completed in accordance with the plans. I am unsure if this is because the construction is not yet complete, or because due diligence has not been taken by the developer or staff to ensure this requirement has been met.
2. As asked and answered at the board meeting on March 17, 2025, the village assessor has not been contacted and confirmed a minimum assessed valuation of \$2,000,000.
3. As per paragraph 4 (b.2), the developer has not provided the Village with written evidence of the Developer's expenditures with respect to site preparation costs and any other such documentation as the Village may reasonably require.
  - a. If this information has been obtained, why was it not provided and distributed for the Board of Trustees?
  - b. If it does indeed exist, can you please provide a copy of that information along with the dates it was received and by whom?

The request for attorney services is to have him review the action taken by the Board of Trustees, and see that, even though it was haphazardly decided to make a decision which does not protect the interests of all of the Village of Weston, that we are even legally allowed to disburse funds and break the contract agreement. Is there any liability to the Village for breach of the contract? Could RLSS LLC sue for damages, or other cause for the Village not following the mutually agreed upon terms?

Furthermore, I am asking for a legal opinion from the Village attorney as to his team's recommendation on revising the Development Agreement, and or withholding disbursement of any funds until the terms have been met. If the agreement is not revised, what is to protect the interests of the Village if the project valuation is not achieved, and the project is never completed.

This TIF award was well above the dollar amount of any similar project was awarded in TIF 2. The TIF is at the very end of its lifecycle. If the developer fails to achieve the mandated valuation, what is the repercussion? How will we protect the interests of 16,000 residents? I am not stating that RLSS LLC intends to defraud the Village, but the whole reason for a development agreement in the first place is to protect the interests of the Village, and the developer.

Thank You,  
Jim Pinsonneault

REQUEST FOR CONSIDERATION

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Public Mtg/Date:	Park & Recreation Committee – 3/24/2025 Board of Trustees – 4/15/2025
Description:	Arbor Day Proclamation (P-25-001)
From:	Shawn Osterbrink, Director of Parks, Recreation & Forestry
Question:	Should the Board of Trustees approve Proclamation P-25-001 designating May 23 <sup>rd</sup> , 2025, as Arbor Day in the Village of Weston?

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**Background**

The Village has celebrated Arbor Day for the past fourteen years by holding an observance and planting trees. Besides the benefits of planting trees, the Arbor Day observance and proclamation are two of the requirements that the Village must complete to be designated as a Tree City. National Arbor Day in 2025 is April 25<sup>th</sup> but the observance can take place anytime. We have chosen to dedicate Friday, May 23<sup>rd</sup>, 2025, as Arbor Day in the Village.

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Attached Docs:	Proclamation P-25-001
Committee Action:	Yes Votes: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass
Fiscal Impact:	N/A
Recommendation:	Staff recommends approval.

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**Recommended Language for Official Action**

**I move to approve Proclamation P-25-001 designating May 23, 2025, as Arbor Day in the Village of Weston.**

**Or**

**I move to not approve Proclamation P-25-001.**

**Or**

**Something else.**

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Additional action:

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## **Arbor Day Proclamation (P-25-001)**

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, I \_\_\_\_\_ President of the Village of Weston, do hereby proclaim Friday, May 23, 2025 as Arbor Day in the Village of Weston, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and Woodlands, and

Further, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Dated this 21<sup>st</sup> day of April in the year of 2025.

President \_\_\_\_\_

Attest \_\_\_\_\_

**REQUEST FOR CONSIDERATION**

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<b>Public Mtg/Date:</b>	<b>Board of Trustees, April 15, 2025</b>
<b>Description:</b>	<b>Discussion and/or action on acceptance of a Knowles-Nelson Stewardship Program – Outdoor Recreation Aids Grant contract for Improvements at Yellowbanks Park</b>
<b>From:</b>	<b>Jessica Falkowski, Village Arborist &amp; Parks Crew Leader Jami Gebert, Village Administrator</b>
<b>Question:</b>	<b>Would the Board like to approve the grant contract for improvements at Yellowbanks Park?</b>

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**Background**

Authorizing Resolution 2024-008 approved April 15, 2024, gave Village Arborist Jessica Falkowski authorization to submit a Knowles-Nelson Stewardship Program – Outdoor Recreation Aids Grant. The Village received notice September 10, 2024, awarding the 50/50 matching grant up to \$48,000 in expenses.

The Village was made aware after receipt of the 50/50 matching grant that the kayak dock and launch installed at Yellowbank must be ADA compliant to the maximum extent practicable. With help from Dan Higginbotham, who has been an advocate for the project from the beginning, Arborist Falkowski completed and was awarded the below additional grants to assist with cost and help towards the 50% expense match.

- Wausau Noon Kiwanis Club – \$2,500 grant award
- Wausau/Marathon County Parks Foundation – \$5,000 grant award
- Impact Grant through the Community Foundation of North Central Wisconsin – \$15,000 grant award

The Parks & Recreation Committee discussed the additions to the project in January and recommended proceeding with grant/project. Total project cost is estimated between \$98,500 to \$107,700.50. After some delay in mailing from the WiDNR, the attached grant contract was received. The agenda item is before the BOT to accept the grant contract & award and proceed with bidding the project this spring/summer.

Additional note, the site plan for the project will be on the April 14, 2025, Plan Commission agenda for discussion and/or action and staff can share the Plan Commission’s determination at the meeting on Tuesday.

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<b>Attached Docs:</b>	<b>Knowles-Nelson Stewardship Program – Outdoor Recreation Aids Grant contact.</b>
	<b>Site Plan.</b>

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**Committee Action:** **1/27/205 – Corvino/Ermeling: to recommend of moving forward with the improvements at Yellowbanks Park**

**Yes Votes: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass**

**REQUEST FOR CONSIDERATION**

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**Fiscal Impact:** TBD, approximately \$28,000, but will have better costs once bidding completed, however, 50% cost match can be off set with additional grant funds received + staff labor and materials the Village inputs to the project.

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**Recommendation:** Approval.

**Recommended Language for Official Action**

**I move acceptance of a Knowles-Nelson Stewardship Program – Outdoor Recreation Aids Grant contract and award for improvements at Yellowbanks Park.**

**Or something else . . .**



February 18, 2025

► **REQUIRES IMMEDIATE ACTION** ◀  
**Urban Rivers**  
**Grant# URGP625196**  
**Grant Amount: \$48,000.00**

Jessica L. Falkowski,  
Village of Weston  
4747 Camp Phillips Rd.  
Weston, WI 54476

Dear Ms. Falkowski:

Congratulations! On behalf of the Governor, the Department of Natural Resources is pleased offer you a grant contract for financial assistance for the following project: ***Village of Weston Yellowbanks Park Improvements.***

Please review the contract. Both copies should be **signed by an authorized official and notarized**. Please return one original signed contract **within 30 days of this letter's date** to Grace Mikelsons at the Wisconsin Department of Natural Resources, Community Financial Assistance, 1300 W Clairemont Ave, Eau Claire, WI 54701. Funds will be obligated to the project when the signed contract is returned. **The second signed and notarized original of the contract should be kept in a safe place for future reference, until the completion of the project scope as described on page one of the contract.**

Please read the items checked below. They apply to your project and grant award.

**Grant Award Time Period: February 1, 2025 through June 30, 2027.** All project activities must occur within this time period to be eligible costs for reimbursement.

**Advance or Reimbursement Check:** Your advance or reimbursement will be a mailed check to Jessica Falkowski at **Village of Weston 5500 Schofield Ave. Weston, WI 54476**. This is the payment recipient that appears in our records. If the contact for this grant changes, please contact your regional project manager.

**Changes to the approved project scope, project time period, and/or project financial assistance (budget)** may not be made without prior approval from the Department.

**For Development projects, you are entitled to a project advance of: \$24,000.00**

This advance payment is made available to you to cover costs you may incur in the initial stages of your project. The advance payment is equal to 50% of the state cost sharing assistance. *If you wish to request the advance payment, please check the box provided on the last page of the contract.*

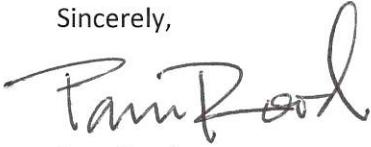
Please check your local procedures to insure you comply with all applicable state laws regarding competitive bidding and awarding. DNR guidance on this topic can be found by going to:  
<http://dnr.wi.gov/Aid/documents/ProcurementGuide.pdf>

**IMPORTANT: Once the project is complete, the enclosed grant contract must be recorded (with County Register of Deeds) against the property's title (location of project site) in order to process your final reimbursement request. Please check with your regional project manager (Grace) near completion of the project to determine if the project reflects the scope of work as completed before recording with the County Register of Deeds.**

Reimbursement claim forms and/or financial administration information can be found by going to:  
<https://dnr.wi.gov/files/PDF/forms/8700/8700-001.pdf>. Please submit reimbursement claim forms for your project to Grace.

Please contact Grace at 715-492-6091, if you have any questions about your grant award or the reimbursement procedures. The Department is pleased to have the opportunity to participate with you on this project.

Sincerely,

A handwritten signature in black ink that reads "Pam Rood". The signature is written in a cursive, flowing style.

Pam Rood  
Grant Manager  
Bureau of Facilities and Lands

Enclosure(s)

C: Grace Mikelsons – WCR

This document drafted by:  
 State of Wisconsin  
 Department of Natural Resources  
 P.O. Box 7921  
 Madison WI 53707-7921

**OUTDOOR RECREATION AIDS  
 GRANT CONTRACT**  
 Form 8700-065c (8/12)

**Notice**

Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

<b>Sponsor:</b> Village of Weston	<b>Project Number:</b> URGP625196
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**Project Title:**  
Village of Weston Yellowbanks Park Improvements

**Program Name:**  
Knowles-Nelson Stewardship Program  
Urban Rivers

**Payment Period:** *(Period during which grant funds will be encumbered and available for payment to the Sponsor under this Outdoor Recreation Aids Grant Contract, hereinafter referred to as the "Contract".)*  
February 1, 2025 through June 30, 2027

**Project Scope:**  
The Village of Weston will utilize Urban Rivers funding for the development of a new parking lot and kayak launch in Yellowbanks Park. The scope of work includes engineering/surveying, site prep, and installation of the following: base course, pavement, Geo-Grid Pavers, and an ADA compliant kayak launch and ramp.

**Legal Description (hereinafter referred to as Property):**

Name and Return Address
Parcel Identification Number (PIN)

Lot one (1) of Certified Survey Map No. 8419 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, on December 27, 1994, in Volume 32 of Certified Survey Maps on page 187, as Document No. 1041873; being a part of the Northeast quarter (NE ¼) of the Northeast quarter (NE1/4) of Section eight (8), Township twenty-eight (28) North, Range eight (8) East, in the Town (now Village) of Weston, Marathon County, Wisconsin.

PIN No: 37.192.4.2808.081.0997

**All obligations, terms, conditions and restrictions imposed by this Contract shall be deemed to be covenants and restrictions running with the Property, shall be limited to the use and development of the Property from the date of this Contract, and shall bind the parties hereto and their respective personal representative, successors, and assigns, throughout the 20-year grant obligation. The rights herein conveyed are subject to the interests of the State of Wisconsin and the Department of Natural Resources Stewardship Program under Chapter 23, Wisconsin Statutes and Chapter NR 51 of the Wisconsin Administrative Code.**

**By acceptance of this Contract the Sponsor, for itself, its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign, mortgage or otherwise encumber the Property or convert it to uses or purposes inconsistent with the Stewardship Program and this Contract without the prior written approval of the Wisconsin Department of Natural Resources.**

<b>Project Financial Assistance Summary</b>	The following documents are hereby incorporated into and made part of this Contract:												
<table border="0"> <tr> <td style="width: 30%;">Total Project Cost</td> <td style="width: 20%; text-align: right;">\$107,700.50</td> <td style="width: 50%;"></td> </tr> <tr> <td>Cost-Share Percentage</td> <td style="text-align: right;">Up to 50%</td> <td></td> </tr> <tr> <td>State Aid Amount</td> <td style="text-align: right;">\$48,000.00</td> <td></td> </tr> <tr> <td>Project Sponsor Share</td> <td style="text-align: right;">\$59,700.50</td> <td></td> </tr> </table>	Total Project Cost	\$107,700.50		Cost-Share Percentage	Up to 50%		State Aid Amount	\$48,000.00		Project Sponsor Share	\$59,700.50		<ol style="list-style-type: none"> <li>1. Chapter 23, Wis. Stats.</li> <li>2. Chapter NR 51, Wisconsin Administrative Code</li> <li>3. Chapter NR 52, Wisconsin Administrative Code</li> <li>4. Grant Application, attachments, and addendums</li> </ol>
Total Project Cost	\$107,700.50												
Cost-Share Percentage	Up to 50%												
State Aid Amount	\$48,000.00												
Project Sponsor Share	\$59,700.50												

## A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this Contract in accordance with the Urban Rivers Subprogram and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this Contract.
2. This Contract, together with any referenced parts and attachments, shall constitute the entire Contract and previous communications, understandings, representations or contracts pertaining to the subject matter of this Contract are superseded. Any revisions, including cost adjustments, shall be made by a written amendment to this Contract, signed by both parties prior to the termination date of the Contract. Time extensions and scope changes to the Contract may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Sponsor's failure to comply with the terms of this agreement may, at the Department's discretion, result in the suspension of all obligations of the State. The Department shall provide written notice of the suspension to the Sponsor, which shall be effective immediately unless otherwise noted. If suspended, the Department may still provide assistance to Sponsor under this agreement to settle at minimum cost any irrevocable obligations properly incurred.

### The Project Sponsor:

4. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Contract, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historic preservation, and human burial sites preservation. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 51, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The Sponsor should consult its legal counsel with questions concerning Contracts and bidding.
5. If human remains or objects related to human burials are encountered during project activities, work in the vicinity must be halted immediately (s.157.70, Wis. Stats. and Chapter HS 2, Wis. Adm. Code). Contact law enforcement and the Wisconsin Historical Society State Historic Preservation Office for guidance (800-342-7834 or 608-264-6507), but do not remove the remains, if possible. Disturbance to a human burial site must be reported to the State Historic Preservation Officer (s.157.70(3)a, Wis. Stats.) and work may not resume until the discovery can be investigated by a Qualified Archaeologist (as defined under s.157.70 (1)(i), Wis. Stats. and HS 2.04(6), Wis. Adm. Code).
6. May decline the offer of financial assistance provided through this Contract, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this Contract may be rescinded, modified, or amended only by mutual written agreement of the parties.
7. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, from and against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this Contract or omissions of Sponsor's employees, agents or representatives.
8. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this Contract or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this Contract. In addition, should the Sponsor fail to comply with the conditions of this Contract, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this Contract may be terminated, including further project cost payment.
9. Agrees, in connection with the performance of work under this Contract, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of the nondiscrimination clause.
10. Agrees not to discriminate against any person in the use and enjoyment of the property on the basis of age, race, creed, color, handicap, marital status, conviction record, arrest record, sex, national origin, ancestry, sexual orientation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this state.
11. Agrees that reasonable entrance, service or user's fees may be charged and retained by the Sponsor to defray operation and maintenance costs subject to Department review and approval. If such fees do not exceed the fees charged for daily entrance to state parks, Department fee approval is not required.
12. Agrees that income accruing to the Property shall be used to further the objectives of the project as stated in this Contract or to further the objectives of another Stewardship project. However, if the Property is entered into the County Forest Law Program, income derived from that program shall be distributed according to s. 28.11 Wis. Stats.
13. Shall maintain financial and accounting records for the grant in accordance with generally accepted accounting principles and practices. These records may be reviewed by state officials.

13. Shall display a sign at the property acknowledging funding through the Knowles-Nelson Stewardship Program and Wisconsin Department of Natural Resources.
14. Shall agree to have an annual audit performed in accordance with 2 CFR Part 200 Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also known as "Uniform Guidance") and WI State Single Audit Guidelines found at <http://www.doa.state.wi.us/Divisions/Budget-and-Finance/Financial-Reporting/state-controllers-office/state-single-audit-guidelines> issued by Wisconsin Department of Administration, State Controller's Office, if Grantee expends federal grant funds totaling \$750,000 or more during the fiscal year and the those funds were received from a State or Federal agency.

**The Department:**

15. Promises, in consideration of the covenants and Contracts made by the Sponsor, to obligate for the Sponsor the amount shown as "State Aid Amount" on page 1, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
16. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

**B. Special Conditions:**

- a. Property acquired or developed with assistance from this program shall not be converted to uses inconsistent with public outdoor recreation without the prior written approval of this Department throughout the 20-year grant obligation.
- b. Total cost sharing provided through any combination of state and federal funds shall not exceed 100% of all eligible costs.
- c. All applicable permits, licenses and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction and the life of the project.
- d. Erosion control will be accomplished using the guidelines in the Wisconsin Construction Site Best Management Practice Handbook. Construction sites associated with land disturbing activities over one acre within 500 feet of a surface water body require an erosion control plan prepared by the Sponsor, to be submitted to the Department of Natural Resources for approval. Surface bodies include permanent flowing streams, ponds and lakes. Construction sites disturbing more than five acres of land require a permit for stormwater discharges from construction sites to be issued by the Department of Natural Resources.
- e. All existing overhead utility services if feasible shall be buried and any new utility services provided through this project must be installed underground.
- f. Stormwater permits are required if grading >1 acre, and filling or grading in wetlands requires a Corps of Engineers and Department permits.
- g. Development plans must be submitted to the Department for approval prior to any construction.
- h. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
- i. If the project involves construction or renovation of parking facilities, the sponsor shall provide accessible parking that meets or exceeds requirements of the 2010 Americans with Disabilities Act Standards for Accessible Design, state requirements, or local requirements, whichever is most stringent. A minimum of one stall must be van accessible.
- j. Final structure construction plans must be approved and stamped for structural adequacy by a licensed professional engineer before construction begins. (if a structure)
- k. The Department of Safety and Professional Services (formerly Department of Commerce) must approve all sanitary facility plans before construction begins. (if restroom)
- l. Structural approval for all restroom or shelter buildings less than 25,000 cubic feet must be obtained from a licensed professional engineer before construction begins. Structural approval for all restroom or shelter buildings exceeding 25,000 cubic feet must be obtained from the Department of Safety and Professional Services (formerly Department of Commerce) before construction begins. (if shelter or restroom)
- m. Conditions related to invasive species movement. The applicant and operator agree to the following methods required under s. NR 109.05(2), Wis. Adm. Code for controlling, transporting and disposing of aquatic plants and animals, and moving water:

- Aquatic plants and animals shall be removed and water drained from all equipment as required by s. 30.07, Wis. Stats., and ss. NR 19.055 and 40.07, Wis. Adm. Code. when moving equipment between surface water or wetlands.
- Operator shall comply with the most recent Department-approved 'Boat, Gear, and Equipment Decontamination and Disinfection Protocol', Manual Code # 9183.1, available at <http://dnr.wi.gov/topic/invasives/disinfection.html>

n. Suitable habitat for the Black Redhorse may be present within the Eau Claire River. Therefore, when working within the waterway, one of the following options shall be implemented to avoid take of the species:

- Assume that the Black Redhorse is present and avoid impacts to the species by conducting work outside of the Black Redhorse spawning season, which is late May through early June.
- Do not assume the Black Redhorse is present. A habitat assessment for spawning habitat will need to be conducted to determine if the species is present. If the suitable spawning habitat for the Black Redhorse is not found on site, there will not be any restrictions related to this species for this project. If a habitat assessment is conducted and the suitable spawning habitat for the Black Redhorse is present, then work must be conducted outside of the spawning period (see option 1). Habitat assessment results should be submitted to the Endangered Resources Review Program.

If neither of these are possible or if any drawdowns or dewatering is taking place, please contact me to discuss further options.

Additionally, due to the proximity to the Eau Claire River in general, erosion and runoff prevention measures must be implemented during the course of the project to avoid take of the Black Redhorse.

o. Since suitable habitat for the Wood Turtle is present within the project site, the following measures are required:

- No instream work and/or drawdowns can occur during the maximum overwintering period of October 1 – April 30. In stream work includes, but is not limited to, streambank/rip rap installation, ford installations, open cut trenching, and dredging.
- No ground disturbance, heavy equipment operation or supply/equipment storage can occur within nesting habitat (exposed sand or gravel areas) within 200 ft of a suitable waterway during the nesting season (May 20 – September 18) unless exclusion fencing following WDNR's Amphibian and Reptile Exclusion Fencing Protocol has been installed outside of these dates. Work can then be conducted within the fenced area at any time of year as long as the fencing is maintained.
- Uplands within 0-75 meters of suitable stream edge – avoid ground disturbing activities within 0-75 m (0-246 ft) of a suitable stream edge from March 15 - October 31 unless exclusion fencing following WDNR's Amphibian and Reptile Exclusion Fencing Protocol has been installed outside of these dates. Work can then be conducted within the fenced area at any time of year as long as the fencing is maintained.
- Uplands within 75-300 meters of suitable stream edge – avoid ground disturbing activities within 75-300 m (246-984 ft) of a suitable stream edge from May 15 - September 15 unless exclusion fencing following WDNR's Amphibian and Reptile Exclusion Fencing Protocol has been installed outside of these dates. Work can then be conducted within the fenced area at any time of year as long as the fencing is maintained.

If suitable habitat cannot be avoided, please contact the Incidental Take Coordinator (Rori.Paloski@wi.gov) to discuss possible project-specific avoidance measures. If take cannot be avoided, an Incidental Take Permit will be necessary.

Please note, active dates are updated frequently in the spring and fall, and can be checked here:  
<https://dnr.wi.gov/topic/Wildlifehabitat/HerpRegulations.html>

**Check here if you request advance payment totaling \$24,000.00**

The person(s) signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this Contract and bind his or her principal, either by a duly adopted resolution or otherwise.

VILLAGE OF WESTON

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY \_\_\_\_\_  
Signature of Sponsor Representative

\_\_\_\_\_  
Typed Name of Sponsor Representative

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named \_\_\_\_\_  
to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public  
Notary Public, State of Wisconsin

My Commission expires \_\_\_\_\_  
State of Wisconsin, \_\_\_\_\_ County

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

Signed this 4<sup>th</sup> day of March, 2025.

BY Terry Bay  
Terry Bay, Director  
Bureau of Facilities and Lands

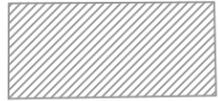
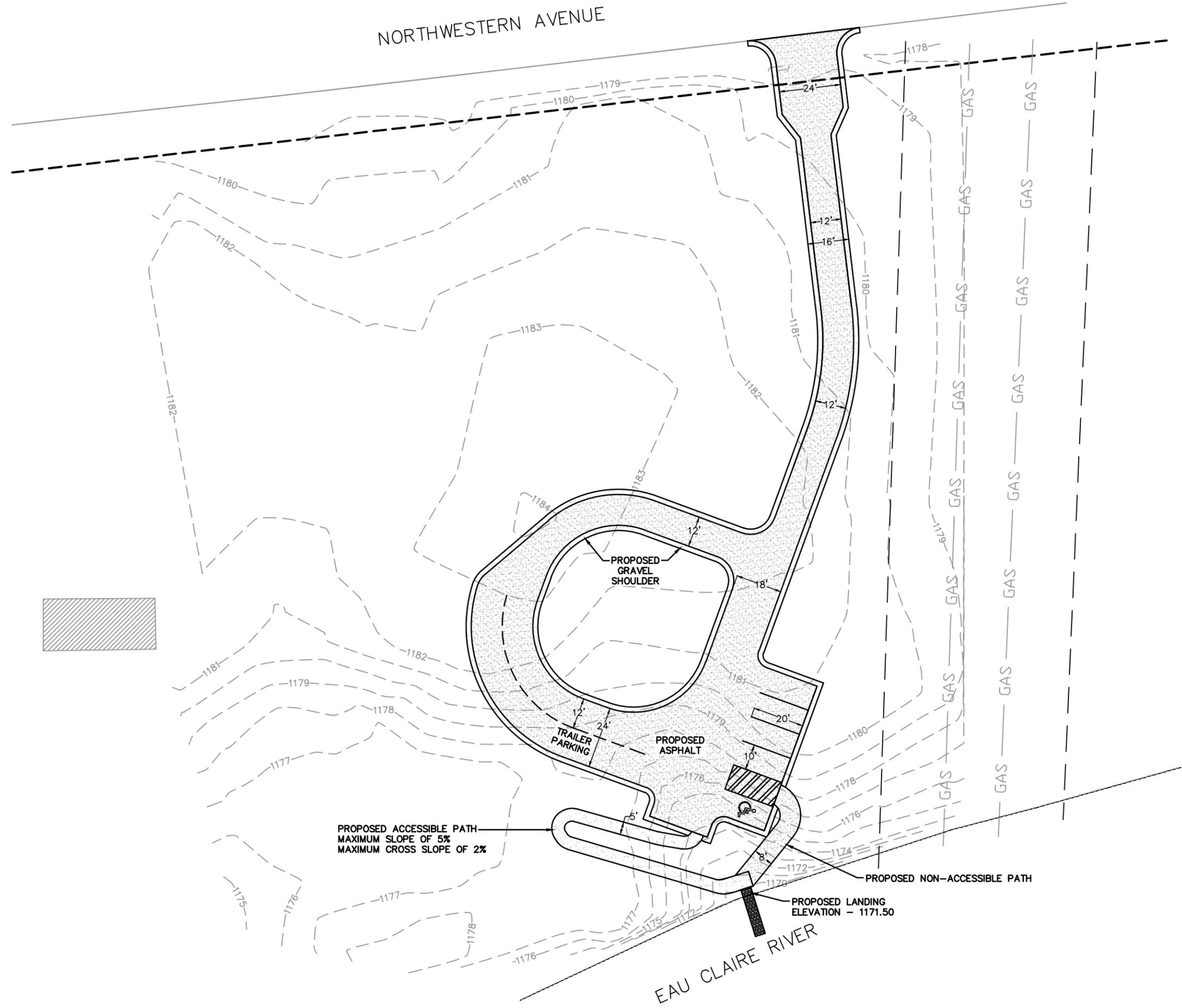
Personally came before me this 4<sup>th</sup> day of March 2025 the above named Terry Bay  
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Katherine Shubak  
Signature of Notary Public

Katherine Shubak  
Typed or Printed Name of Notary Public  
Notary Public, State of Wisconsin

My commission expires 3/27/2028  
State of Wisconsin, Dane County





PROPOSED ACCESSIBLE PATH  
 MAXIMUM SLOPE OF 5%  
 MAXIMUM CROSS SLOPE OF 2%

PROPOSED LANDING  
 ELEVATION - 1171.50

**MARATHON TECHNICAL SERVICES LLC**  
 CONSULTING ENGINEERS  
 1699 SCHOFIELD AVE, SUITE 115  
 SCHOFIELD, WI 54476  
 PHONE - (715)843-7292

REVISION DATE  
 03/14/2025  
 04/04/2025

SURVEYED: PRLCO  
 DESIGNED: MTS  
 DRAWN BY: NSB  
 APPROVED:

**PROPOSED SITE PLAN**

KAYAK LAUNCH  
 YELLOW BANKS PARK

SCALE  
 1" = 40'

SHEET NO.  
 1

**REQUEST FOR CONSIDERATION**

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<b>Public Mtg/Date:</b>	<b>Board of Trustees, April 15, 2025</b>
<b>Description:</b>	<b>Discussion and/or action on proceeding with Architectural and Structural Services for Kennedy Park</b>
<b>From:</b>	<b>Michael Wodalski, Director of Public Works Shawn Osterbrink, Director of Parks, Recreation &amp; Forestry</b>
<b>Question:</b>	<b>Should the Board proceed with the Architectural and Structural agreements for services at Kennedy Park?</b>

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**Background**

As part of the Kennedy Park project, additional engineering items need to be completed as we go through the design and construction phases. We were aware that REI/Village would need to involve additional sub-consultants for these aspects of the project. The first item is the architectural services for the designs of the Multi-purpose Park Building, Concessions/Restrooms Building, and the Restroom/Shelter on the east side of the park. A proposal has been provided by the Samuels Group and reviewed by staff for this service.

The second item is the structural services for the dugouts for all the fields and the retaining walls on field #5. Services would be added to the existing REI agreement.

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<b>Attached Docs:</b>	<b>Samuels Group Inc. Professional Services Agreement</b>
<b>Committee Action:</b>	<b>Corvino/Esler: move to acknowledge that the Village is moving forward with the Architectural and Structural Services for the Kennedy Park Project.</b>
	<b>Yes Votes: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass</b>
<b>Fiscal Impact:</b>	<b>\$4,200 Structural Services and \$5,000 Architectural Services, \$9,200.00 total for both services</b>
<b>Recommendation:</b>	<b>Recommend proceeding with both services.</b>

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**Recommended Language for Official Action**

**I move to proceed with the Architectural and Structural Services agreements for the Kennedy Park Project.**

**Or something else . . . .**

**The Samuels Group Inc.  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (this "Agreement") is made and entered into as of the 4th day of March, 2025 (the "Effective Date"), by and between The Samuels Group Inc. (the "Service Provider") and The Village of Weston, located at 4747 Camp Phillips Rd, Weston, WI 54476 (the "Owner").

**WHEREAS**, the Owner wishes to obtain the professional services of the Service Provider; and,

**WHEREAS**, the Service Provider has the knowledge, skill and capability to perform such services for the Owner.

**THEREFORE**, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

1. **Services.** The Service Provider is hereby retained by the Owner, and Service Provider agrees to provide the services set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Services"). Services shall be performed in accordance with the timeline set forth in Exhibit A, or any supplemental schedule prepared by the Service Provider and agreed to in writing by an authorized representative of the Owner.

The Service Provider is identified as:

**The Samuels Group, Inc.  
Sid Samuels, President/Owner  
311 Financial Way, Suite 300  
Wausau, WI**

The Owner is identified as:

Michael Wodalski – Director of Public Works  
4747 Camp Phillips Rd  
Weston, WI 54476  
715-241-2636  
mwodalski@westonwi.gov

2. **Service Requirements.** The Services delivered hereunder shall conform in all material respects to (i) the specifications set forth in Exhibit A, and (ii) any other requirements agreed upon by the parties in writing. Service Provider agrees to use sound and professional principles and practices in accordance with normally accepted industry standards in rendering Services hereunder, and Service Provider further agrees that performance shall reflect the best professional knowledge, skill and judgment of Service Provider. Service Provider shall furnish competent personnel for fulfillment of its obligations.

### 3. Nature of Services.

- a. **Work Product.** Any and all reports, documentation, and media produced and shared by the Service Provider with the Owner as part of the Final Presentation as described in the Scope of Services in connection with the Services rendered hereunder shall be deemed "Work Product". Software, files, and other materials created internally to produce the Work Product by the Service Provider shall not be deemed "Work Product."
- b. **Work Made for Hire.** The Work Product shall constitute work-made-for-hire belonging exclusively to the Owner. To the extent that any Work Product does not constitute a work-made-for-hire owned by the Owner, Service Provider shall retain all its right, title and interest in such deliverables.
- c. **Modifications to Work Product.** The Service Provider retains the right to modify the Work Product or to merge the Work Product into other documents or other materials owned or utilized by the Service Provider.
- d. **Service Provider Proprietary Material.** Owner does not under this Agreement acquire any Service Providership rights in and/or to any software, documentation, tools, techniques, methodologies or other material which has not or is not created as part of the Services to be rendered hereunder which is proprietary to Service Provider("Service Provider Proprietary Material"). However, if Service Provider incorporates any Service Provider Proprietary Material into any Work Product, or any of the Work Product requires Service Provider Proprietary Material in order to operate or otherwise be useable by the Owner, Service Provider hereby grants the Owner a nonexclusive, royalty free, fully paid, perpetual, irrevocable license to use the Service Provider Proprietary Material as part of the Work Product.
- e. **Third Party Proprietary Material.** The Owner does not under this Agreement acquire any Service Providership rights in and/or to any software, documentation, tools, techniques, methodologies or other material which is proprietary to any third party ("Third Party Proprietary Material"). The Owner shall be responsible for obtaining any necessary licenses for Third Party Proprietary Material. Service Provider may not incorporate any Third Party Proprietary Material into the Work Product without the prior written consent of the Owner.

4. **Payment.** The Owner agrees to pay Service Provider \$5,000 (Five Thousand Dollars and Zero Cents) for Services completed in accordance with the terms of this Agreement. The fee shall be due and payable as specified in Exhibit A. The fee shall be payable within thirty (30) days after receipt and approval by the Owner of Service Provider's invoice. Except as otherwise specified in Exhibit A, Service Provider shall not incur or charge the Owner any other fees or expenses without the prior written authorization of

the Owner. Performance beyond the limitations set forth in this Agreement (either financial or time period) shall be at the sole risk and responsibility of the Service Provider, and the Owner shall not be obligated to pay for Services exceeding the funding or contract period of this Agreement.

5. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until July 31, 2025, unless this Agreement is otherwise extended or terminated in accordance with the terms specified herein.

6. **Entire Agreement.** This Agreement, including the exhibits hereto, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services to be rendered hereunder. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this Agreement and the terms of any Exhibits, attachments or schedules hereto or any purchase order or other documents issued by the Owner or Service Provider in connection herewith, the terms set forth in the body of this Agreement shall prevail.

7. **Severability.** The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

8. **Remedies.** Pursuit by either party of any remedies described herein, or otherwise available at law or in equity, shall not preclude pursuit by that party of any other remedy or remedies provided herein or otherwise available at law or in equity. All remedies, rights, undertakings, obligations and agreements shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

**IN WITNESS WHEREOF**, this Professional Services Agreement has been duly executed by the authorized representatives of the parties hereto as of the date first set forth above.

Dated: March 4, 2025

Dated: \_\_\_\_\_, 20\_\_

The Samuels Group, Inc.

Village of Weston

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: Jennifer Schommer

Name: \_\_\_\_\_

Title: Design Manager

Title: \_\_\_\_\_

## EXHIBIT A — SERVICES

### 1. Statement of Purpose

The Samuels Group is to provide Architect's Basic Services for conceptual design for three (3) separate structures for the Kennedy Park Athletic Complex Renovations at 5815 Alta Verde Street, Weston, Wisconsin. Statement of Purpose is further described by the following:

### 2. Scope of Services

The Samuels Group (SG) will provide the following basic Architectural services for the Kennedy Park Athletic Complex Renovations project based on the REI drawings dated 12-16-2024.

#### Services to include:

- Test fit conceptual floor plans for three (3) separate structures located throughout the Kennedy Park Athletic Complex with the basic understanding of each structure includes:
  - "Park Building" in Phase 1-H
    - Roughly 80' x 66' footprint to work with.
    - Located at the northwest corner near the ice skating rinks
    - Storage for field tarps, fertilizer, mowers, tools, and more
    - Restrooms
    - Warming House for ice skating with vending machines and seating
    - Well pump house and internal generator
      - 6' double door with large roof hatch
  - "Restroom" in Phase 2
    - Roughly 40'x86' footprint to work with.
    - Located near the southeast skate park and playground
    - Two outdoor seating areas, ideally have space for 70+ people
    - Restrooms, indoor serving area with counters, sink, refrigerator/freezer, minimal space conditioning similar to George St and River St Parks
    - No storage required
  - "Conc / Rest" in Phase 3
    - Roughly 40'x40' footprint to work with, possibly more with outdoor spaces factored in
    - Storage
    - Concessions with counters, refrigerators, freezers, chips, crock pots for warming food, and an outdoor grill area
    - Stairs up to a second level press box to overlook the 4 baseball diamonds
  - General
    - All facilities need to be able to be winterized
    - Open to precast or masonry structures
    - Exterior elevations, 3D renderings and construction estimate **not** included in this scope but can be provided as Additional Services.

#### Supplemental and Additional Services:

- Supplemental and Additional Services available upon request.

Services are limited to the work described above. Work not expressly stated above is available as an additional service.

# REQUEST FOR CONSIDERATION

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<b>Public Mtg/Date:</b>	<b>Board of Trustees, April 15, 2025</b>
<b>Description:</b>	<b>Discussion and/or action on a contract with Go Full Nelson Marketing for the Kennedy Park Renovation project</b>
<b>From:</b>	<b>Jami Gebert, Village Administrator</b>
<b>Question:</b>	<b>Would the Board like to approve funds to assist with marketing and fundraising projects proposed in the Go Full Nelson agreement?</b>

---

## Background

Trustee Weiland, Sarah Olafson, and Administrator Gebert met with Marcus Nelson on March 17, 2025. Marcus Nelson has the consulting and marketing firm Go Full Nelson. Nelson participated in the small group strategic planning session and has been assisting with some marketing supports. The agenda item is a request to enter into a projects proposal agreement with Go Full Nelson for six immediate projects the capital campaign could use some assistance with. Further detail is outlined in the agreement and the excerpt from the Parks & Recreation Committee minutes below.

Excerpt from the March 24, 2025, Parks and Recreation Committee Meeting:

*Osterbrink stated that a proposal from Go Full Nelson for \$3,000 is presented in the packet. Nelson outlined six projects that were discussed at the small group strategic planning meeting that he would undertake. Corvino stated that the contracting body should be with the FoKP and not the Village of Weston because the strategic plan directly affects the marketing and fundraising for FoKP. The only item that is directly tied to the Village is the support letter to Rep. Snyder. Corvino commented that the Village can reimburse FoKP the \$3,000 that is proposed in the contract. Administrator Gebert commented that it could be stated as FoKP in care of the Village of Weston for the parties involved. Ermeling stated that it should stay with the FoKP but, the Village budgeted the money. Sarah Olafson stated the FoKP should sign the contract and be the owner of Go Full Nelson's Services. Sarah explained that FoKP has an MOU with the Community Foundation, and the Village of Weston and members of Village Board and staff are part of the small group for strategic planning so the Village will be informed. Corvino asked if the Village should formalize the strategic planning group into a formal committee. Administrator Gebert suggested the Village assign a liaison person to report back to the Park Committee. Clark agrees that a Village representative or Committee member should be assigned as a point person for FoKP to contact and inform/update the status of the project. The information then can be added to the monthly reports. Committee discussed that the support letter needs to be presented to the Committee and the Board of Trustees and the other pieces go to the FoKP.*

---

**Attached Docs:** ***Updated Go Full Nelson Kennedy Park Projects Proposal with Parks & Recreation Committee's recommendations.***

***Original Go Full Nelson Kennedy Park Projects Proposal.***

---

## REQUEST FOR CONSIDERATION

**Committee Action:** Corvino/Esker: motion to recommend the approval of the Go Full Nelson Kennedy Park Projects Proposal Agreement to the Board of Trustees with the amendment that the signing contracted body is Friends of Kennedy Park.

**Yes Votes: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass**

---

**Fiscal Impact:** \$3,000 for the six projects and there are some marketing funds still available through the prior ARPA allocation to the renovation project.

---

**Recommendation:** Approval.

### Recommended Language for Official Action

**I motion approval of the Go Full Nelson Kennedy Park Projects Proposal agreement with the recommendations made by the Parks & Recreation Committee.**



# Kennedy Park Projects Proposal

## Updated Proposal following Parks and Recreation Committee's recommendations.

**Date:** April 6, 2025

---

### Parties Involved

**Client:**

The Friends of Kennedy Park  
c/o The Village of Weston  
4747 Camp Phillips Rd  
Weston, WI 54476

**Consultant:**

Marcus Nelson, dba Full Nelson Marketing  
4411 W. Raybelle Dr  
Weston, WI 54476

---

### Purpose

This proposal outlines the scope of work, deliverables, and estimated timelines for the Kennedy Park Projects, as the Friends of Kennedy Park and Village of Weston requested at the Kennedy Park Meeting on March 17, 2025. The goal is to support the development and promotion of Kennedy Park through strategic planning, communications, and web design.

---

### Scope of Work

The Consultant will provide the following services:

#### 1. Support Letter to State to Accompany Pat Snyder Ask

- Draft a formal support letter to the state, highlighting the importance of Pat Snyder's request and its alignment with the Kennedy Park Project.
- Estimated Time: 2-3 hours

#### 2. Strategic Plan for Kennedy Park Project

- Develop a comprehensive strategic plan, including vision, goals, timeline, and the Rajek Field donation details.
- Estimated Time: 6-8 hours

#### 3. Press Release for Rajek Family Donation

- Write a press release announcing the Rajek family's donation, including key details about the new fields and their impact on the community.
- Estimated Time: 3-4 hours

#### 4. CVB Blog Post

- Draft a short blog post for the Convention and Visitors Bureau (CVB) to announce the donation and tie it to the recently produced Kennedy Park video.
- Estimated Time: 2-3 hours



# Kennedy Park Projects Proposal

## 5. Donation Page Blurb for Community Foundation Website

- Write a concise, persuasive blurb for the Community Foundation's donation page, highlighting the Rajek donation and encouraging contributions.
- Estimated Time: 1-2 hours

## 6. One-Page Website for TheKennedyParkProject.com

- Design and develop a one-page website featuring the Kennedy Park video, links to relevant sites, and a donation button.
  - Estimated Time: 4-6 hours
- 

## Deliverables

The Consultant will provide the following deliverable to the Village of Weston:

1. A polished support letter to the state.

The Consultant will provide the following deliverables for The Friends of Kennedy Park:

2. A completed strategic plan document.
  3. A finalized press release.
  4. A short CVB blog post.
  5. A blurb for the Community Foundation donation page.
  6. A fully functional one-page website for TheKennedyParkProject.com.
- 

## Timeline

The estimated timeline for completion of all projects is 5-7 business days from the approval date, assuming timely feedback and approvals from the Client.

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## Fees

The Consultant proposes a flat fee of \$3,000 to complete all projects outlined above. This fee includes research, drafting, necessary revisions, and finalization of all deliverables.

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# Kennedy Park Projects Proposal

## Payment Terms

1. **Deposit:** A **50% deposit of \$1,500** is due upon approval of this proposal.
2. **Remaining Balance:** The **remaining 50% (\$1,500)** is due upon completion and delivery of all deliverables.
3. **Payment Methods:** Payments can be made via check, bank transfer, or Venmo: @marcusnelson

## Terms and Conditions

1. **Payment Terms:** Payment is due upon completion of all deliverables.
2. **Revisions:** The Client is entitled to necessary revisions per the ‘Fees’ agreement.
3. **Approvals:** The Client agrees to provide timely feedback and approvals to ensure the project stays on schedule.
4. **Ownership:** All deliverables will become the Client’s property upon full payment.

## Acceptance

By signing below, the Client agrees to the terms and conditions outlined in this proposal.

Client  
Signature: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Consultant  
Signature: 

Name MARCUS NELSON

Title Owner, Full Nelson Marketing

Date March 18, 2025



# Kennedy Park Projects Proposal

## Original Proposal

Date: March 18, 2025

---

### Parties Involved

**Client:**

The Village of Weston  
4747 Camp Phillips Rd  
Weston, WI 54476

**Consultant:**

Marcus Nelson, dba Full Nelson Marketing  
4411 W. Raybelle Dr  
Weston, WI 54476

---

### Purpose

This proposal outlines the scope of work, deliverables, and estimated timelines for the Kennedy Park Projects, as the Village of Weston requested at the Kennedy Park Meeting on March 17, 2025. The goal is to support the development and promotion of Kennedy Park through strategic planning, communications, and web design.

---

### Scope of Work

The Consultant will provide the following services:

1. Support Letter to State to Accompany Pat Snyder Ask

- Draft a formal support letter to the state, highlighting the importance of Pat Snyder's request and its alignment with the Kennedy Park Project.
- Estimated Time: 2–3 hours

2. Strategic Plan for Kennedy Park Project

- Develop a comprehensive strategic plan, including vision, goals, timeline, and the Rajek Field donation details.
- Estimated Time: 6–8 hours

3. Press Release for Rajek Family Donation

- Write a press release announcing the Rajek family's donation, including key details about the new fields and their impact on the community.
- Estimated Time: 3–4 hours

4. CVB Blog Post

- Draft a short blog post for the Convention and Visitors Bureau (CVB) to announce the donation and tie it to the recently produced Kennedy Park video.
- Estimated Time: 2–3 hours



# Kennedy Park Projects Proposal

## 5. Donation Page Blurb for Community Foundation Website

- Write a concise, persuasive blurb for the Community Foundation's donation page, highlighting the Rajek donation and encouraging contributions.
- Estimated Time: 1–2 hours

## 6. One-Page Website for TheKennedyParkProject.com

- Design and develop a one-page website featuring the Kennedy Park video, links to relevant sites, and a donation button.
  - Estimated Time: 4–6 hours
- 

## Deliverables

The Consultant will provide the following deliverables:

1. A polished support letter to the state.
  2. A completed strategic plan document.
  3. A finalized press release.
  4. A short CVB blog post.
  5. A blurb for the Community Foundation donation page.
  6. A fully functional one-page website for TheKennedyParkProject.com.
- 

## Timeline

The estimated timeline for completion of all projects is 5–7 business days from the approval date, assuming timely feedback and approvals from the Client.

---

## Fees

The Consultant proposes a flat fee of \$3,000 to complete all projects outlined above. This fee includes research, drafting, necessary revisions, and finalization of all deliverables.

---

## Payment Terms

1. Deposit: A 50% deposit of \$1,500 is due upon approval of this proposal.
2. Remaining Balance: The remaining 50% (\$1,500) is due upon completion and delivery of all deliverables.
3. Payment Methods: Payments can be made via check, bank transfer, or Venmo: @marcusnelson



# Kennedy Park Projects Proposal

## Terms and Conditions

1. Payment Terms: Payment is due upon completion of all deliverables.
2. Revisions: The Client is entitled to necessary revisions per the 'Fees' agreement.
3. Approvals: The Client agrees to provide timely feedback and approvals to ensure the project stays on schedule.
4. Ownership: All deliverables will become the Client's property upon full payment.

## Acceptance

By signing below, the Client agrees to the terms and conditions outlined in this proposal.

Client  
Signature: \_\_\_\_\_

Consultant  
Signature: 

Name \_\_\_\_\_

Name MARCUS NELSON

Title \_\_\_\_\_

Title Owner, Full Nelson Marketing

Date \_\_\_\_\_

Date March 18, 2025

# REQUEST FOR CONSIDERATION

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<b>Public Mtg/Date:</b>	<b>Board of Trustees, April 15, 2025</b>
<b>Description:</b>	<b>Discussion and/or action on recommendation from Park and Recreation Committee regarding Kennedy Park Renovation Naming Rights request for Field #4 to be the “Karen and Gary Rajek Memorial Field”</b>
<b>From:</b>	<b>Jami Gebert, Village Administrator and Friends of Kennedy Park</b>
<b>Question:</b>	<b>Would the Board like to approve the naming of Field #4 to be “The Karen and Gary Rajek Memorial Field?”</b>

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## Background

The Friends of Kennedy Park have a \$500,000 commitment towards Field #4 in honor of Karen and Gary Rajek. The family has requested the naming rights of “The Karen and Gary Rajek Memorial Field” and it would be known as "Rajek Field." A plaque/monument would be placed at the field with the full name. Village staff are working with REI on a mock-up of the signage. Director Wodalski is working with REI to finalize engineering for Field #4, so it can be bid with Field #5 and constructed this summer. The donation should cover the field construction. Field lighting would still need to be added, but there is potential for other donor supports for the lighting. The request would be in order under the approved Village Owned Park/Facility Naming Policy. If approved, a press release will be shared with the community and media now and once construction was imminent, we would likely complete an event at Kennedy Park too. The family has a strong connection to softball, and we are so excited they decided to share this wonderful memorial to Karen & Gary with the entire community! Thank you!

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<b>Attached Docs:</b>	<b>For ease of reference, the approved Village Owned Park/Facility Naming Policy.</b>
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<b>Committee Action:</b>	<b>Corvino/Esler: motion to recommend approval of “The Karen and Gary Rajek Memorial Field” naming rights for Field #4 of the Kennedy Park Renovation project to the Board of Trustees.</b>
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**Yes Votes: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass**

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<b>Fiscal Impact:</b>	<b>The \$500,000 donation would be provided to The Friends of Kennedy Park through the Community Foundation of North Central Wisconsin.</b>
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<b>Recommendation:</b>	<b>Approval.</b>
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## Recommended Language for Official Action

**I move approval of “The Karen and Gary Rajek Memorial Field” or “Rajek Field” naming rights for Field #4 of the Kennedy Park Renovation project.**

Village of Weston POLICY		
Issue Date 12-16-2024	Policy Title:	Policy No.
Revision Date	<b><i>Village Owned Park/Facility Naming Policy</i></b>	

- (1) **PURPOSE** – to establish a consistent and formal policy and process for naming/renaming of any public parklands, parks, recreational areas/amenities, and/or Village owned facilities (“Park/Facility”) which the community may accept and readily identify with.
- (2) **SCOPE** – named Parks/Facilities may identify significant geological, historical, and ecological areas located within the community. Additionally, named Parks/Facilities can give suitable recognition to individuals who make a sizeable monetary contribution or have contributed to the growth and development of the Village.
- (3) **RESPONSIBILITY** – the Board of Trustees shall be responsible for naming or change in name for any Park/Facility. The Parks and Recreation Committee shall be responsible for recommending to the Board of Trustees the naming or change in name for any public parklands, parks, or recreational areas/amenities under the purview of the Weston Parks & Recreation Department. However, notwithstanding this provision, the Board of Trustees shall not be precluded from naming public parklands, parks, or recreational areas/amenities under the purview of the Parks and Recreation Committee.
- (4) **OBJECTIVES AND GOALS:**
  - a. The names should be purposeful, suitable, symbolic, and should fall under one of the classifications provided within this policy.
  - b. Best practice is for names to be adopted before dedication of a Park/Facility or before development begins on a new Park/Facility.
  - c. Names will not be for living persons except when substantial donations are offered towards the project and when the donor stipulates a name as being a part of that donation.
  - d. Names of individuals (living or posthumously) will be considered only if that person was actively involved in giving unselfishly of herself/himself for the betterment of the community. It will be necessary for this individual to have strong community support.
  - e. Names for public officials will not be used without thorough justification and, in most cases, the person should be honored posthumously.
- (5) **PROCEDURE:**
  - a. Requests or proposals for adopting a specified name for a particular Park/Facility shall be submitted to the Village Administrator in written form along with thorough documentation giving the reasons for the selection of the proposed name.
  - b. For an individual (excluding historically significant individuals) a biographical sketch, including monetary and/or volunteer contribution to the Park/Facility and/or community is appreciated.

- c. The Village Administrator will provide the written request or proposal to the Board of Trustees or Parks and Recreation Committee, where applicable, for presentation and action.

(6) **SELECTION CRITERIA:**

Parks/Facilities may be named:

- a. For location, such as the name of an adjacent street or the related plat or subdivision.
- b. For a geologic, geographic, historical, botanical, horticultural or scientific feature inherent to the area.
- c. To honor a person or group(s) who made a significant monetary contribution to the project:
  - i. When a major donation that exceeds 50% of the cost to develop an area has been made and wherein the donor stipulates a name as being a consideration of a donation.
    - 1. The name of these Parks/Facilities will remain in place for a minimum of 30-years or if a structure and/or amenity, the lifetime of the structure and/or amenity, whatever comes first.
    - 2. The name of these Parks/Facilities can be kept longer than the 30-years minimum by special request and approval of the Board of Trustees and Parks and Recreation Committee, where applicable.
  - ii. An organization, business, or group should meet the above criteria in addition to the following:
    - 1. It should not be political or religious in nature unless it has had a unique and important place in the Village's history.
    - 2. It should be a local organization, business, or group, unless if a non-local group has performed some outstanding service for the area.
    - 3. Groups are not allowed to identify Parks/Facilities by using local chapters, numbers, troops, etc.
- d. To show gratitude to an individual or group:
  - i. When it seems appropriate to name a Park/Facility in honor of a person or group, it should be one who has made a major contribution to the community and/or has been instrumental in the project. As noted under **(4) OBJECTIVES AND GOALS**, evidence of strong community support should be provided.
- e. Classifications – these classifications are in order of priority.
  - i. Places and Features
    - 1. Natural phenomenon
    - 2. Recognizable area or neighborhood
    - 3. Descriptive
    - 4. Horticultural, zoological, environmental
    - 5. Assumed name (commonly used name)
  - ii. Historic Events
    - 1. Battles
    - 2. Discoveries
    - 3. Explorations

iii. Community development Organizations

1. Civic
2. Veterans
3. Fraternal
4. Other

iv. Other Person's Name

1. Large donors
2. Historical groups
3. Local hero
4. National hero
5. National official
6. State official
7. Local official
8. Local individual(s)

v. Great Ideas or Causes

1. Ecological
2. Friendship
3. Independence
4. Peace

- f. As noted under (3) **RESPONSIBILITY** if considering parklands, parks, or recreational areas/amenities under the purview of the Weston Parks and Recreation Department, the Parks and Recreation Committee shall review first and recommend to the Board of Trustees to accept or reject the proposed name.

(7) **ADOPTION:**

- a. A group may ask to adopt a Park/Facility for improvement or maintenance purposes, and in return the Park or Facility could be named after that group. A written agreement should be signed specifically detailing the future responsibilities and length of the agreement with the group adopting the Park or Facility and any name change must first be approved by the Board of Trustees and Parks and Recreation Committee, where applicable.

(8) **OTHER NAMING ALTERNATIVES:**

- a. Land that is donated to the Village for Parks/Facilities can be named by deed restriction by the donor. The naming and acceptance of land is subject to approval of the Board of Trustees and the Parks and Recreation Committee, where applicable.
- b. Special names for new amenities within a Park/Facility (i.e. playgrounds, shelters, etc.) will be allowed when:
- i. An individual/group donation results in a substantial contribution to the proposed amenity (donation exceeds 50% of the proposed cost) or to honor an individual/group. All special names are subject to the same naming criteria in ( 6 ) **SELECTION CRITERIA** of this policy.
  - ii. Best practice is for names to be adopted before dedication of the new amenities.
  - iii. Special names need approval by the Board of Trustees, and where applicable the Parks and Recreation Committee.

(9) **FREQUENCY, REPETITION, SEGMENTATION:**

- a. Generally, individuals and/or groups recognized (named) with one Park/Facility cannot be recognized with additional Parks/Facilities owned by the Village. Allowances can be made by the Board of Trustees for exceptional circumstances.

(10) **RENAMING:**

- a. The renaming of Parks/Facilities is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical examination so as not to diminish the original justification for the name or discount the value of the prior contributors.
- b. Only those Parks/Facilities named for geographic location, outstanding feature or subdivision should be considered for renaming. Land for Parks/Facilities named by deed restriction cannot be considered for renaming.
- c. For Parks/Facilities to be considered for renaming the following must occur:
  - i. The recommended name must qualify according to ( 6 ) **SELECTION CRITERIA** of this policy; and
  - ii. A minimum of 30-years has past, or if a structure and/or amenity, the lifetime of the structure and/or amenity has been exhausted; and
  - iii. If renaming is recommended through community support, a petition and/or proposal from the community should accompany the request for renaming.

(11) **USE OF PLAQUES AND MARKERS:**

- a. This means of recognition will be used to honor individuals and organizations for the community or designate the history of a particular property. All plaques, markers, memorials, or monuments placed for naming purposes must have design and placement approved by the Board of Trustees, and Parks and Recreation Committee where applicable.
- b. Plaques, markers, and memorials designs should blend with and complement the existing Village signage.
- c. All plaques, markers, and memorials are subject to the same naming standards in ( 6 ) **SELECTION CRITERIA** of this policy.
- d. Because of their proneness to vandalism and maintenance, plaques, markers, and memorials should be used sparingly.
- e. A written maintenance agreement for each plaque/marker/memorial shall be developed and signed by the Director of Parks and Recreation and donor individual/organization. Plaques, markers, and memorials become the property of the Village.

(12) **CONTESTS**

- a. Contests may be used for naming Parks/Facilities provided they meet the same standards in ( 6 ) **SELECTION CRITERIA** of this policy and receive approval by the Board of Trustees and Parks and Recreation Committee where applicable.

(13) **GRANDFATHER CLAUSE** – All existing Parks/Facilities named prior to adoption of this policy are under a grandfather clause with respect to this policy.

# REQUEST FOR CONSIDERATION

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**Public Mtg/Date:** Board of Trustees, April 15, 2025

---

**Description:** Discussion and/or action on recommendation from Park and Recreation Committee regarding Kennedy Park Renovation Naming Rights request for the first light pole on Field #5 to be named in honor of Bradyn Bohn

---

**From:** Jami Gebert, Village Administrator and Friends of Kennedy Park

---

**Question:** Would the Board like to approve the naming of the first light placed on Field #5 to be in honor of Bradyn Bohn?

## Background

The Friends of Kennedy Park would like to propose the first light pole placed on Field #5 this summer be named in honor of Bradyn Bohn. Bradyn passed away on March 5<sup>th</sup>, his obituary is attached, which shares his love of family, friends, and baseball. The Friends expressed desire to dedicate the first light, on the first field constructed in his honor.

The request would be in order under the approved Village Owned Park/Facility Naming Policy. If approved, a plaque and/or marker would be placed on the light pole in dedication to Badyn Bohn.

---

**Attached Docs:** Bradyn Michael Bohn Obituary.

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**Committee Action:** Corvino/Esler: motion to recommend approval of the first light placed on Field #5 of the Kennedy Park Renovation to be named in honor of Bradyn Bohn to the Board of Trustees.

Yes Votes: 5 No Votes: 0 Abstain: 0 Not Voting: 0 Result: Pass

---

**Fiscal Impact:** None.

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**Recommendation:** Approval.

## Recommended Language for Official Action

**I motion approval of the first light placed on Field #5 of the Kennedy Park Renovation to be named in honor of Bradyn Bohn.**



# Bradyn Michael Bohn

September 22, 2009 — March 5, 2025

Kronenwetter

Bradyn M. Bohn, 15, Kronenwetter, passed away at his home on Wednesday, March 5, 2025.

Bradyn was born on September 22, 2009, in Wausau, WI. The son of Parker Siems and Brittney (Bohn) Bird. He was a student at DCE Junior High School.

Bradyn was loved and gave love to so many in his time on this earth. He was an exceptional student and athlete. Bradyn loved to ski and play baseball. He loved drawing and listening to music and singing along off key with his headphones on, pretending he couldn't hear us begging him to stop. He was a terrible driver and I'm positive I need new brakes since he got his temps.

Bradyn was so funny and kind and had such a big heart. He was the kid who would annoy you on purpose and then make you laugh when you were trying not to. He always wanted people around him to be happy.

Bradyn was the most amazing friend, and he was blessed to have so many wonderful friends who love him. He loves you all too.

Bradyn was a great big brother and cousin to all of the littles in his life. Everyone of them were so proud to hang out with their big cousin Bray.

Bradyn was the best son we could have ever asked for. In his short time here, he changed our lives in so many ways. He made the sun feel a little warmer, the sky a little clearer, and our hearts a lot more full.

We will always have an empty space in our lives without him here, but we know he is cheering us on from above. As he is for all his friends and loved ones.

We want to thank our community for holding us up and supporting us through this. We love you. Bradyn loves you.

Our forever Angel in the Outfield, #22.

LLBB

Bradyn is survived by his parents, Parker (Megan Schneck) Siems, and Brittney (Luke) Bird, as well as a sister, Aurora Bird; grandparents, multiple great grandparents, aunts,

**uncles and cousins.**

**A Celebration of Bradyn's life will take place at 5:00 p.m., on Thursday, March 13, 2025, at the Rothschild Pavillion. Visitation will be from 1:00 p.m., until the time of service, all at the Pavillion. Beste Funeral Home, Mosinee, is assisting the family with arrangements. Online condolences can be directed to the family at [www.bestefh.com](http://www.bestefh.com).**

# REQUEST FOR CONSIDERATION

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<b>Public Mtg/Date:</b>	<b>Public Works – 4/14/2025 Village Board – 4/15/2025</b>
<b>Description:</b>	<b>Recommendation to Award 2025 Crack Sealing Contract</b>
<b>From:</b>	<b>Michael Wodalski, Director of Public Works Forrest Blarek, Street Superintendent</b>
<b>Question:</b>	<b>Should the Village Board award the 2025 Crack Sealing Project to Precision Sealcoating for a total bid price of \$80,000?</b>

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## Background

Crack Sealing is a common practice and the most critical aspect of the Village's street maintenance efforts. Crack sealing seals cracks on asphalt streets which prevents water from getting into the asphalt structure to prevent further deterioration of the pavement. Bids were received and opened on Tuesday April 8<sup>th</sup>. There were 3 total bidders on the project and the low bidder was Precision Sealcoating.

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**Attached Docs:** - Bid Tab

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**Committee Action:** -

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**Fiscal Impact:** Bid result of \$80,000 is \$20,000 under the estimated cost of \$100,000. Overall street maintenance budget is under budget by ~\$42,000.

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**Recommendation:** Staff recommends awarding the project to Precision Sealcoating.

## Recommended Language for Official Action

**I Move to Recommend/Award the 2025 Crack Sealing project to Precision Sealcoating for a total price of \$80,000.**

**Or, Something else**

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Additional action:

**BID TABULATION**  
**2025 CRACK SEALING - PAVEMENT MAINTENANCE PROJECT**  
**VILLAGE OF WESTON**



Priority	Street	From	To	Distance (Miles)	Precision Sealcoating	Fahrner Asphalt	Thunder Road
					Total Cost	Total Cost	Total Cost
1	Schofield Ave	Ryan St	CR-J	1.62	\$ 19,000.00	\$ 22,730.00	\$ 21,078.00
2	Callon	West Termini	CR-J	1.39	\$ 12,000.00	\$ 12,815.00	\$ 16,472.00
3	Hunt St	Schofield Ave	Callon Ave	0.06	\$ 500.00	\$ 836.00	\$ 559.00
4	Ryan St	Weston Ave	Commerce Dr	0.61	\$ 2,200.00	\$ 1,164.00	\$ 742.00
5	Randy Jay	E Jelinek	Douglas	0.18	\$ 500.00	\$ 135.00	\$ 150.00
6	Rodney	E Jelinek	Douglas	0.16	\$ 500.00	\$ 300.00	\$ 150.00
7	Kirk	E Jelinek	E Everest	0.25	\$ 600.00	\$ 335.00	\$ 171.00
8	Douglas	CR-X	Kirk St	0.20	\$ 600.00	\$ 335.00	\$ 257.00
9	Robin	Douglas	E Everest	0.06	\$ 400.00	\$ 84.00	\$ 150.00
10	E Everest	Barbican Ave	Tower Ridge	0.22	\$ 500.00	\$ 325.00	\$ 251.00
11	Tower Ridge	E Everest	E Jelinek	0.34	\$ 1,500.00	\$ 1,366.00	\$ 1,997.00
12	Crest Ridge	Tower Ridge	Von Kanel	0.21	\$ 1,200.00	\$ 438.00	\$ 448.00
13	Ridge Point Cir	Tower Ridge	Cul-de-sac	0.08	\$ 500.00	\$ 576.00	\$ 625.00
14	Barbican Ave	CR-X	Von Kanel	0.68	\$ 4,500.00	\$ 3,364.00	\$ 4,510.00
15	Community Center Dr	Birch St	CR-X	0.54	\$ 4,500.00	\$ 2,845.00	\$ 2,697.00
16	Birch St	Shorey Ave	Cross Pointe	0.86	\$ 1,500.00	\$ 352.00	\$ 330.00
17	Shorey Ave	Alderson St	CR-X	0.62	\$ 1,700.00	\$ 3,881.00	\$ 3,146.00
18	Westview	Stone Ridge Dr	CR-X	0.08	\$ 400.00	\$ 518.00	\$ 368.00

Priority	Street	From	To	Distance (Miles)	Precision Sealcoating	Fahrner Asphalt	Thunder Road
					Total Cost	Total Cost	Total Cost
19	Stone Ridge Dr	Weston Ave	Ministry Pkwy	0.53	\$ 2,500.00	\$ 467.00	\$ 552.00
20	Birch St	Weston Ave	North Cul-de-sac	0.45	\$ 3,500.00	\$ 8,420.00	\$ 8,284.00
21	Cranberry Blvd	Birch St	Ministry Pkwy	0.35	\$ 2,100.00	\$ 7,270.00	\$ 11,293.00
22	Ministry Pkwy	Birch St	Cranberry Blvd	0.48	\$ 2,500.00	\$ 9,760.00	\$ 13,735.00
23	Franciscan Way	Weston Ave	Ministry Pkwy	0.09	\$ 500.00	\$ 1,125.00	\$ 2,495.00
24	Northwestern Ave	Western Limits	CR-X	1.05	\$ 2,500.00	\$ 487.00	\$ 441.00
25	Volkman St	Charles	Priebe	0.41	\$ 1,600.00	\$ 1,511.00	\$ 672.00
26	Alta Verde	Jelinek	Highland	0.48	\$ 2,600.00	\$ 2,921.00	\$ 3,230.00
27	Lawndale	Jelinek	Highland	0.48	\$ 2,700.00	\$ 2,314.00	\$ 3,840.00
28	Normandy	Jelinek	Highland	0.48	\$ 1,900.00	\$ 5,462.00	\$ 10,189.00
29	Foothill	Normandy	Machmueller	0.21	\$ 2,200.00	\$ 1,865.00	\$ 4,596.00
30	Park Ridge	Alderson St	Labrador Rd	0.35	\$ 1,000.00	\$ 1,200.00	\$ 1,292.00
31	Shepherd	Park Ridge	Park Ridge	0.22	\$ 400.00	\$ 508.00	\$ 693.00
32	Labrador	Jelinek Ave	Setter Rd	0.20	\$ 500.00	\$ 1,306.00	\$ 1,329.00
33	Boxer	Setter Rd	Labrador Rd	0.06	\$ 400.00	\$ 517.00	\$ 667.00
34	Setter Rd	Labrador	Boxer Ln	0.19	\$ 500.00	\$ 1,134.00	\$ 1,335.00
<b>Grand Total</b>				<b>14.22</b>	<b>\$ 80,000.00</b>	<b>\$ 98,666.00</b>	<b>\$ 118,744.00</b>

# REQUEST FOR CONSIDERATION

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<b>Public Mtg/Date:</b>	<b>Public Works– 4/14/2025 Village Board – 4/15/2025</b>
<b>Description:</b>	<b>Recommendation to Award 2025 Asphalt Rejuvenator Pavement Sealing Project</b>
<b>From:</b>	<b>Michael Wodalski, Director of Public Works Forrest Blarek, Street Superintendent</b>
<b>Question:</b>	<b>Should the Village Board Award the 2025 Asphalt Rejuvenator Pavement Sealing Project to Fahrner Asphalt for a total bid price of \$112,869.56?</b>

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## Background

A Gilsonite Sealer is a pavement rejuvenating sealer which is applied similarly to a traditional driveway sealer. This sealer infiltrates the asphalt pavement and seals small cracks and provides a refurbished asphalt content to the pavement to help restore flexibility and provide protection against UV rays. Bids were received and opened on Tuesday April 8<sup>th</sup>. There were 3 total bidders on the project and the low bidder was Fahrner Asphalt.

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**Attached Docs:** - Bid Tab, Map of Streets to be Sealed

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**Committee Action:** - N/A

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**Fiscal Impact:** - Total Bid price of \$112,869.56 is \$25,213.24 under the budgeted amount of \$138,082.80. Overall street maintenance bids came in under budget.

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**Recommendation:** Staff recommends awarding the project to Fahrner Asphalt for a total bid price of \$112,869.56.

## Recommended Language for Official Action

**I move to Recommend/Approve the 2025 Gilsonite Pavement Sealing Project to Fahrner Asphalt for a total bid price of \$112,869.56.**

**Or, Something else**

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Additional action:

**BID TABULATION**  
**2025 GSB-88, GILSONITE PRESERVATION SEAL or RAVEL SEAL EMULSIFIED SEALER**  
**PAVEMENT MAINTENANCE PROJECT**  
**VILLAGE OF WESTON**



Item	Description	Units	Est Quant	Fahrner Asphalt Sealers, LLC		Scott Construction Inc.		Gee Asphalt Systems Inc.	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	GSB-88 <sup>1</sup>	S.Y.	120,074	\$ 0.940	\$ 112,869.56	---	---	\$ 1.010	\$ 121,274.74
2	Gilsonite Preservation Seal <sup>1</sup>	S.Y.	120,074	---	---	\$ 0.958	\$ 115,030.89	---	---
3	Ravel Seal Emulsified Sealer/Binder <sup>1</sup>	S.Y.	120,074	---	---	---	---	---	---
4	Traffic Control	L.S.	1	\$ -	\$ -	\$ 1,200.00	\$ 1,200.00	\$ 14,100.00	\$ 14,100.00
<b>Total Base Bid</b>					<b>\$ 112,869.56</b>		<b>\$ 116,230.89</b>		<b>\$ 135,374.74</b>

**Notes:**

1 Contractors are only required to provide a unit price and total cost for one product type.

# REQUEST FOR CONSIDERATION

<b>Public Mtg/Date:</b>	<b>Public Works– 4/14/2025 Village Board – 4/15/2025</b>
<b>Description:</b>	<b>Recommendation to Award 2025 Asphalt Overlay Project</b>
<b>From:</b>	<b>Michael Wodalski, Director of Public Works Forrest Blarek, Street Superintendent</b>
<b>Question:</b>	<b>Should the Village Board Award the 2025 Asphalt Overlay Project to American Asphalt for a price of \$348,638.00?</b>

## Background

Asphalt overlays are used to repair weathered and slightly deformed pavement surfaces. The overlay provides a new smooth asphalt layer which helps to provide better drainage and restores settled and potholed areas. The selected streets are beyond the point where other maintenance efforts would restore the surface back to a good condition. Bids were received and opened on Tuesday April 8<sup>th</sup>. There were 2 bidders on the project.

**Attached Docs:** - Bid Tab and Map of Streets

**Committee Action:** - N/A

**Fiscal Impact:** - The total bid price of \$348,638.00 is ~\$3,500 more than the estimate of \$345,085.83.

**Recommendation:** Staff recommends awarding the project to American Asphalt

## Recommended Language for Official Action

**I move to Recommend/Award the 2025 Asphalt Overlay Project to American Asphalt based on their base bid of \$348,638.00.**

**Or, Something else**

Additional action:

**BID TABULATION  
2025 ASPHALT OVERLAY PROJECT  
VILLAGE OF WESTON**



Item No.	Item Description	Units	Estimated Quantity (Tons)	American Asphalt of Wis.		RC Pavers	
				Unit Price	Total Cost	Unit Price	Total Cost
1	<u>Traffic Control</u>	L.S.	1	\$ 100.00	\$ 100.00	\$ 10,600.00	\$ 10,600.00
2	<u>Sandy Meadows Area (Alex St, Michael St, Cheryl Dr and Jacob St) - Curb &amp; Gutter</u> 1"-Thin Lift (5MT58-28S) Asphalt Overlay with FORTA-FI	TON	1,200	\$ 90.60	\$ 108,720.00	\$ 92.50	\$ 111,000.00
3	<u>Babl Ln, Twin Pines and Morning View - No Curb</u> 1"-Thin Lift (5MT58-28S) Asphalt Overlay with FORTA-FI	TON	460	\$ 90.60	\$ 41,676.00	\$ 92.50	\$ 42,550.00
4	<u>Post Ave (Volkman to BUS 51) - No Curb</u> 1"-Thin Lift (5MT58-28S) Asphalt Overlay with FORTA-FI	TON	130	\$ 90.60	\$ 11,778.00	\$ 92.50	\$ 12,025.00
5	<u>Coronado, Cortez and Lawndale (N of Jelinek) - No Curb</u> 1"-Thin Lift (5MT58-28S) Asphalt Overlay with FORTA-FI	TON	315	\$ 90.60	\$ 28,539.00	\$ 92.50	\$ 29,137.50
6	<u>Terrier and Birchwood Ln (S of Jelinek) - No Curb</u> 1"-Thin Lift (5MT58-28S) Asphalt Overlay with FORTA-FI	TON	190	\$ 90.60	\$ 17,214.00	\$ 92.50	\$ 17,575.00
7	<u>Prarie and Westfair (N of E Jelinek and W of Mesker) - No Curb</u> 1"-Thin Lift (5MT58-28S) Asphalt Overlay with FORTA-FI	TON	295	\$ 90.60	\$ 26,727.00	\$ 92.50	\$ 27,287.50
8	<u>Jean Ellen and Sternberg Ave (Scott to Mesker) - No Curb</u> 1"-Thin Lift (5MT58-28S) Asphalt Overlay with FORTA-FI	TON	340	\$ 90.60	\$ 30,804.00	\$ 92.50	\$ 31,450.00
9a	<u>Saxon, Regent and Meridian</u> - Pulverize existing pavement, Shape, water and compact roadbed	SY	3,950	\$ 0.40	\$ 1,580.00	\$ 0.50	\$ 1,975.00
9b	<u>Saxon, Regent and Meridian</u> - Pave 4" thick compacted (4-MT 58-34S) Asphaltic Mix on Shaped Road Bed - Finished Pavement width of 24-ft	TON	1,000	\$ 81.50	\$ 81,500.00	\$ 78.27	\$ 78,270.00
<b>TOTAL BASE BID</b>				<b>\$</b>	<b>348,638.00</b>	<b>\$</b>	<b>361,870.00</b>

# REQUEST FOR CONSIDERATION

<b>Public Mtg/Date:</b>	<b>Public Works– 4/14/2025 Village Board – 4/15/2025</b>
<b>Description:</b>	<b>Recommendation to Award 2025 Shorey Ave Repaving Project</b>
<b>From:</b>	<b>Michael Wodalski, Director of Public Works Forrest Blarek, Street Superintendent</b>
<b>Question:</b>	<b>Should the Village Board Award the 2025 Shorey Ave Repaving Project to American Asphalt for a price of \$265,785.50.00?</b>

## Background

The repaving of Shorey Ave from CR-X to Heeren St was included in the CIP for 2025. The Village received a Local Road Improvement Program (LRIP) grant for this project in the amount of \$26,207.92 to help offset the cost as well. As staff put the project out for bid, we hit weight limit season and with some home construction starting back up on Anastasia Dr. With some of that traffic it became evident we should do some additional work on Shorey Ave east of Heeren St as well. Staff issued an addendum to see what the cost would be to also repave Shorey Ave east of Heeren St to Anastasia Dr (approximately 1/3 of a mile).

Bids were received and opened on Tuesday April 8<sup>th</sup>. There were 2 bidders on the project, with American Asphalt being the low bidder. Their bid was:

- Base Bid: CR-X to Heeren St = \$203,175.00
- Alt Bid Item: Heeren St to Anastasia Dr = \$62,610.50.
  - o Total (Base + Alt) = \$265,785.50

With the Total Price of the Base Bid plus Alternate Section from Heeren to Anastasia coming in under the original CIP estimate of \$325,000, staff recommends awarding the project to American Asphalt for both the base bid and alternate bid.

**Attached Docs:** - Bid Tab and Map of Streets

**Committee Action:** - N/A

**Fiscal Impact:** - The total bid price of \$265,785.50 is ~\$59,000 less than the estimate of \$325,000.

**Recommendation:** Staff recommends awarding the total (base plus alternate) project to American Asphalt

## Recommended Language for Official Action

**I move to Recommend/Award the 2025 Shorey Ave Repaving Project to American Asphalt based on their total bid of \$265,785.50 for the section of Shorey Ave from CR-X to Anastasia Dr.**

**BID TABULATION**  
**SHOREY AVE PULVERIZE AND ASPHALT PAVING PROJECT**  
**VILLAGE OF WESTON**



<b>SHOREY AVE PULVERIZE AND ASPHALT PAVING - BASE BID</b>				<b>American Asphalt of Wis.</b>		<b>RC Pavers</b>	
<b>Item No.</b>	<b>Item Description</b>	<b>Units</b>	<b>Estimate d</b>	<b>Unit Price</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Cost</b>
1	Mobilization	EA	1	\$ 500.00	\$ 500.00	\$ 6,800.00	\$ 6,800.00
2	Pulverize Existing Pavement, Fine Grade, Water, and Compact Roadway	SY	15,550	\$ 0.30	\$ 4,665.00	\$ 0.70	\$ 10,885.00
3	Sawcut Pavement, Full Depth	LF	450	\$ 1.00	\$ 450.00	\$ 1.50	\$ 675.00
4	Furnish & Install 3 inch Asphaltic Pavement Surface Course (4 MT 58-28S)	TONS	2,800	\$ 68.45	\$ 191,660.00	\$ 68.30	\$ 191,240.00
7	Yellow Marking Line Paint - 4-inch	LF	11,600	\$ 0.25	\$ 2,900.00	\$ 0.30	\$ 3,480.00
8	White Marking Line Paint - 4-inch	LF	11,600	\$ 0.25	\$ 2,900.00	\$ 0.30	\$ 3,480.00
9	Traffic Control	LS	1	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00
<b>TOTAL BASE BID</b>				<b>\$</b>	<b>203,175.00</b>	<b>\$</b>	<b>217,060.00</b>

<b>SHOREY AVE PULVERIZE AND ASPHALT PAVING - ALTERNATE 1 BID</b>				<b>American Asphalt of Wis.</b>		<b>RC Pavers</b>	
<b>Item No.</b>	<b>Item Description</b>	<b>Units</b>	<b>Estimate d</b>	<b>Unit Price</b>	<b>Total Cost</b>	<b>Unit Price</b>	<b>Total Cost</b>
A1.1	Pulverize Existing Pavement, Fine Grade, Water, and Compact Roadway	SY	5,000	\$ 0.30	\$ 1,500.00	\$ 0.70	\$ 3,500.00
A1.2	Sawcut Pavement, Full Depth	LF	90	\$ 1.00	\$ 90.00	\$ 1.50	\$ 135.00
A1.3	Furnish & Install 3 inch Asphaltic Pavement Surface Course (4 MT 58-28S)	TONS	890	\$ 68.45	\$ 60,920.50	\$ 68.30	\$ 60,787.00
A1.4	Traffic Control	LS	1	\$ 100.00	\$ 100.00	\$ 2,000.00	\$ 2,000.00
<b>TOTAL ALTERNATE 1 BID</b>				<b>\$</b>	<b>62,610.50</b>	<b>\$</b>	<b>66,422.00</b>

<b>GRAND TOTAL BID</b>				<b>\$</b>	<b>265,785.50</b>	<b>\$</b>	<b>283,482.00</b>
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### 2025 Street Maintenance Map



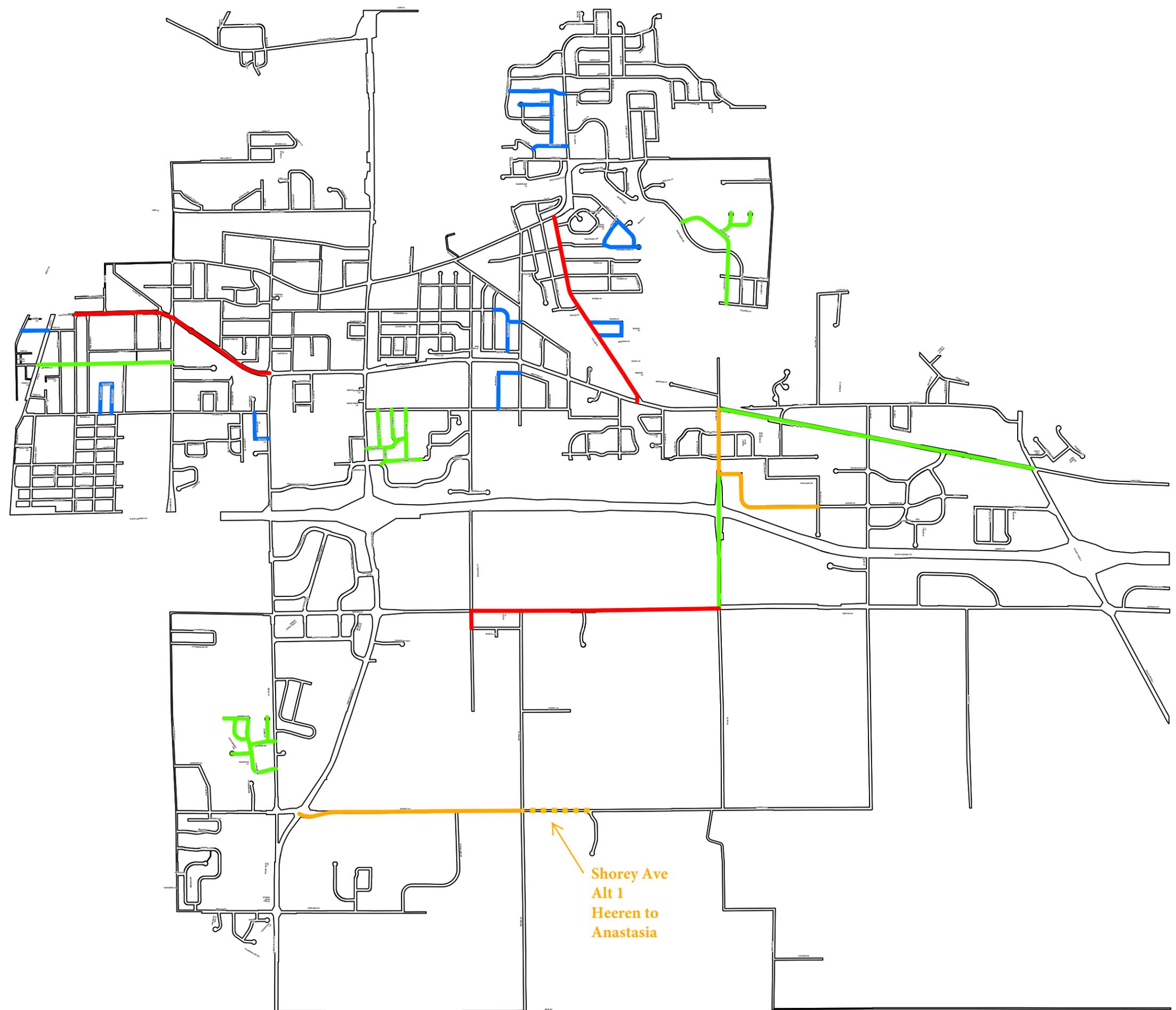
Map Date: 3/5/2025  
Adoption Date (Village): X/XX/20XX  
Created By: Village of Weston GIS Department



### Legend

#### 2025 Maintenance Type

- Asphalt Overlay
- GSB-88
- Reconstruction
- Repaving



Shorey Ave  
Alt 1  
Heeren to  
Anastasia

# REQUEST FOR CONSIDERATION

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<b>Public Mtg/Date:</b>	<b>Public Works – 4/14/2025 Village Board – 4/15/2025</b>
<b>Description:</b>	<b>E Jelinek (CR-X to Mesker) and Von Kanel (Barbican Ave to Schofield Ave) Change Order #3</b>
<b>From:</b>	<b>Michael Wodalski, Director of Public Works</b>
<b>Question:</b>	<b>Should the Village Board approve Change Order #3 for the E Jelinek (CR-X to Mesker) and Von Kanel (Barbican Ave to Schofield Ave) Construction Project for an increase in construction price of \$5,645.53?</b>

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## Background

The E Jelinek (CR-X to Mesker) and Von Kanel (Barbican Ave to Schofield Ave) Construction Project was bid in April 2024 and awarded to Francis Melvin, Inc.

This item was brought to my attention during construction and I lost track of bringing it to the committee and board as we were working to get the project paved before winter.

In short, there was a hydrant valve that was buried underneath the ground and was not detected in our plans for the project. As the contractor was installing the new storm sewer they encountered the hydrant valve and had two options:

- 1) They could either remove the storm sewer they just laid and try to adjust the storm structures to maneuver between the hydrant and the hydrant valve, or
- 2) they could relocate the hydrant so it wasn't in conflict with the storm sewer.

Relocating the hydrant was the least costly option. The additional time and materials to relocate the hydrant is what is being asked for which staff agrees with. For comparison on the Jelinek Ave (Machmueller to Alderson) Project in 2024, Haas had a bid amount of \$6,250 for hydrant relocations so this ask of \$5,645.53 is reasonable.

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**Attached Docs:** - Change Order Document

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**Committee Action:** -

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**Fiscal Impact:** - \$5,645.53 increase in cost

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**Recommendation:** Staff recommends approving Change Order #3

## Recommended Language for Official Action

**I Move to Recommend/Approve Change Order #3 for the E Jelinek (CR-X to Mesker) and Von Kanel (Barbican Ave to Schofield Ave) Construction contract to increase the construction amount by \$5,645.53 to a new price of \$2,327,190.03.**

Date of Issuance: 04/07/25

Effective Date: 04/07/25

Owner: Village of Weston

Owner's Contract No.:

Contractor: Francis Melvin, Inc.

Contractor's Project No.:

Engineer: Clark Dietz, Inc.

Engineer's Project No.: W0770070

Project: E Jelinek & Von Kanel Street Recon 2024

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Francis Melvin, Inc. is requesting a change in contract price for the additional labor and material cost associated with relocation of existing fire hydrant on Von Kanel Street ~STA 307+60 due to 12" storm conflict with 6" gate valve.

Attachments: Cost breakdown letter for hydrant relocation.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>2,317,067.50</u>	Original Contract Times: Substantial Completion: <u>10/25/24</u> Ready for Final Payment: <u>11/15/24</u> days or dates
[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :  \$ <u>4,477.00</u>	[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>  </u> to No. <u>  </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order:  \$ <u>2,321,544.50</u>	Contract Times prior to this Change Order: Substantial Completion: <u>11/15/24</u> Ready for Final Payment: <u>11/15/24</u> days or dates
Increase of this Change Order:  \$ <u>5,645.53</u>	[Increase] [ <del>Decrease</del> ] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>\$2,327,190.03</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>11/15/24</u> Ready for Final Payment: <u>11/15/24</u> days or dates

	RECOMMENDED:		ACCEPTED:		ACCEPTED:
By: <u><i>Anna Wolpke</i></u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: <u>04/07/25</u>	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



**MELVIN  
COMPANIES**

**JAMES MELVIN TRUCKING INC.**

**FRANCIS MELVIN INC.**

MATERIALS & SERVICES 715-223-4191

ACCOUNTING 715-223-6331

1022 East Spruce St. • P.O. Box 646 • Abbotsford, Wisconsin 54405

4/7/25

Below is information requested from Clark Dietz for the relocation of a hydrant.

Item	Hours	Rate	
Cat 305 Excavator	5.5	\$64.50	\$354.75
L120 Loader	5.5	\$105.35	\$579.43
Volvo Compactor	5.5	\$64.50	\$354.75
Foreman	5.5	\$137.60	\$756.80
Operator	11	\$127.93	\$1,407.23
Laborer	16.5	\$108.58	\$1,791.57
Sleeve and Megalugs			\$401.00
Total			\$5,645.53

*Eric Melvin*

Eric Melvin

# REQUEST FOR CONSIDERATION

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<b>Public Mtg/Date:</b>	<b>Public Works Committee – 4/14/2025 Village Board – 4/15/2025</b>
<b>Description:</b>	<b>Weston Avenue (CR-X to Ryan St and Cross-Country Utilities East of Progress Way) Change Order #2</b>
<b>From:</b>	<b>Michael Wodalski, Director of Public Works</b>
<b>Question:</b>	<b>Should the Village Board approve the Weston Ave (CR-X to Ryan St and Cross-Country Utilities East of Progress Way) Change Order #2 to increase the construction contract amount by \$49,783.65 to \$6,168,179.68?</b>

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## Background

The Weston Ave (CR-X to Ryan St and Cross-Country Utilities East of Progress Way), “**West Phase**” Reconstruction Project was awarded to Integrity Grading & Excavating, Inc. with a bid of \$6,419,552.06 in April this year.

Change Order 1 was previously approved in October of 2024 to remove the multi-use path which resulted in a contract decrease of \$301,156.03. This change order is an increase of \$49,783.65 which would bring the new contract amount to \$6,168,179.68. This is still \$251,372.38 below the original contract amount.

This change order is a combination of multiple items with the majority of the items though related to the cross country utility route as the water service and sewer service laterals and connections were missed on the original bid tab. These items amount to just over \$18,000 and would be paid back as special assessments for the water and sewer connections.

The other item related to the cross country route is the creation of a drivable path to access the manholes and hydrants in the future. We proposed utilizing salvaged base course from the project so the cost is primarily due to the over excavation of the existing ground and then the hauling and placing of the salvaged material from Ryan St. This cost is approximately \$23,000.

One other large item is the removal of a structure that will end up within the road right of way. During the ROW negotiations there was an option to either pay the property owner for the structure and have them remove it, or the Village could have the structure removed as part of the project. The owner opted for the option where the Village would have the structure removed. This is an estimated cost just under \$7,500.

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**Attached Docs:** - Change Order Document

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**Committee Action:** - N/A

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## REQUEST FOR CONSIDERATION

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Fiscal Impact: - Increase of construction contract by \$49,783.65

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Recommendation: Staff recommends approving Change Order #2

### Recommended Language for Official Action

**I Move to Recommend/Approve Change Order #2 for the Weston Ave (CR-X to Ryan St and Cross-Country Utility) Construction Project.**

**Or, Something else**

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Additional action:

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Date of Issuance:	March 11, 2025	Effective Date:	March 11, 2025
Owner:	Village of Weston	Owner's Contract No.:	
Contractor:	Integrity Grading & Excavating	Contractor's Project No.:	
Engineer:	AECOM	Engineer's Project No.:	60707530
Project:	Weston Ave Reconstruction	Contract Name:	

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The Contract is modified as follows upon execution of this Change Order:

Description: The Village of Weston is adding the following items to the contract.

1. Drilled dowel bars Item 416.0620 (36) EA at \$18.40 = \$662.40 to be drilled into the existing CTH X pavement.
2. Change Contract Bid Item SPV.0060.126 to read "1 ½" Brass and Saddle Sets"
3. Add 2" Brass and Saddle Sets SPV.0060.127 (6) EACH at \$946.00 = \$5,676.00 to be installed in the cross country portion from Progress Way to the east, according to the contract documents.
4. Add "Water Service 2-Inch (Type K Copper)" SPV.0090.107 (103.9) LF at \$72.00 = \$7,480.80 to be installed in the cross country portion from Progress Way to the east, according to the contract documents.
5. Add 8x6 WYE SPV.0060.128 (5) EA at \$215.00 = \$1,075.00 to be installed in the cross country portion from Progress Way to the east, according to the contract documents.
6. Add Sanitary Sewer Service 6-inch (PVC) SPV.0090.108 (62.6) LF at \$64.00 = \$4,006.40 to be installed in the cross country portion from Progress Way to the east, according to the contract documents.
7. Add Remove Ancillary Structure (165+80 RT) SPV.0105.03 \*(45) Tons at \$166.29/ Ton = \$7,483.05 to be removed from Weston Ave during construction, according to contract documents. \*Estimated quantity; final quantity will be based upon tickets.
8. Add Salvaged BAD Utility Path SPV.0195.01 \*(1300) Tons at \$18.00/ Ton = \$23,400.00 to be loaded and removed from; the existing roadbed of Weston Ave. or loaded from the stockpile in Ryan St. Yard. The area approximately 1425 feet long by 12' wide, by 12" deep will be cut and graded to drain across the surface for 12" deep Salvaged BAD Utility Path. Any excess or common excavation required will be removed and disposed without additional payment to the contractor. A reasonable effort to remove any subgrade reinforcement will be made by contractor. \*Estimated quantity; final quantity will be based upon total number of loads each carrying 22 tons.

Attachments: IGE Price Quotes

<p style="text-align: center;">CHANGE IN CONTRACT PRICE</p> <p>Original Contract Price:</p> <p><u>\$ 6,419,552.06</u></p> <hr/> <p>Increase/Decrease from previously approved Change Orders No. <u>0</u> to No. <u>1</u>:</p> <p><u>\$ -&lt;301,156.03&gt;</u></p> <hr/> <p>Contract Price prior to this Change Order:</p> <p><u>\$ 6,118,396.03</u></p> <hr/> <p><b>Increase</b>/Decrease of this Change Order:</p> <p><u>\$49,783.65</u></p> <hr/> <p>Contract Price incorporating this Change Order:</p> <p><u>\$ 6,168,179.68</u></p>	<p style="text-align: center;">CHANGE IN CONTRACT TIMES</p> <p style="text-align: center;"><i>[note changes in Milestones if applicable]</i></p> <p>Original Contract Times:</p> <p>Substantial Completion: <u>October 15, 2025</u></p> <p>Interim Substantial Completion &amp; Utility: <u>November 15, 2024</u></p> <p>Ready for Final Payment: <u>November 1, 2025</u></p> <hr/> <p>Increase from previously approved Change Orders No. <u>0</u> to No. <u>0</u>:</p> <p>Substantial Completion: <u>0 days</u></p> <p>Ready for Final Payment: <u>0 days</u></p> <hr/> <p>Contract Times prior to this Change Order:</p> <p>Substantial Completion: <u>October 15, 2025</u></p> <p>Interim Substantial Completion Utility: <u>November 15, 2024</u></p> <p>Ready for Final Payment: <u>November 1, 2025</u></p> <hr/> <p>Increase of this Change Order:</p> <p>Substantial Completion: <u>0 Working Days</u></p> <p>Ready for Final Payment: <u>0 Working Days</u></p> <hr/> <p>Contract Times with all approved Change Orders:</p> <p>Substantial Completion Utility: <u>October 15, 2025</u></p> <p>Ready for Final Payment: <u>November 1, 2025</u></p>
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<p style="text-align: center;">RECOMMENDED:</p> <p>By: <u>Bob Buerger</u></p> <p style="padding-left: 40px;">Engineer (if required)</p> <p>Title: <u>Project Leader</u></p> <p>Date: <u>March 11, 2025</u></p> <p>Approved by Funding Agency (if applicable)</p> <p>By: _____</p> <p>Title: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____</p> <p style="padding-left: 40px;">Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____</p> <p style="padding-left: 40px;">Contractor (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>
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