



**OFFICIAL MEETING PACKET OF THE  
PARKS AND RECREATION COMMITTEE**

**CHAIRPERSON/TRUSTEE JAMIE WEILAND PRESIDING  
DIRECTOR OF PARKS AND RECREATION SHAWN OSTERBRINK; STAFF  
ADVISOR**

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A meeting of the Parks and Recreation Committee, composed of five (5) appointed members, will convene at ***Weston Municipal Center, which is located at 4747 Camp Phillips Road, Weston, on April 28, 2025, at 5:00 p.m.***



**Village of Weston, Wisconsin  
ATTENTION – NOTICE OF PUBLIC MEETING**

Meeting: **PARK AND RECREATION COMMITTEE**

Members: **Clark, Corvino, Ermeling (VC), Esker, Weiland (C)**

Ex-Officio: **Maloney**

Staff: **Osterbrink, Falkowski**

Date/Time: **Monday, April 28, 2025, at 5:00 p.m.**

Location: **Weston Municipal Center, 4747 Camp Phillips Road, Weston, WI 54476**

Agenda: **The Agenda Packet will be sent out at least 3 days prior to the meeting.**

**Attendance:** Parks and Recreation Committee Members please indicate if you will or will not be attending so we may determine in advance if there will be a quorum.

**Questions:** **Shawn Osterbrink**                      **Jessica Falkowski**  
[sosterbrink@westonwi.gov](mailto:sosterbrink@westonwi.gov)                      [jfalkowski@westonwi.gov](mailto:jfalkowski@westonwi.gov)  
**(715) 359-6114**    **(715) 359-6114**

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**PLEASE NOTE THE FOLLOWING INFORMATION:**

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This notice was posted at the Municipal Center, and on the Village's website at [www.westonwi.gov](http://www.westonwi.gov), and was emailed to local media outlets (Print, TV, and Radio) on 4/21/2025 @ 11:30 a.m. Any posted agenda is subject to change up until 24 hours prior to the date and time of the meeting.

A quorum of members from other Village governmental bodies (boards, commissions, and committees) may attend the above-noticed meeting to gather information. Should a quorum be other government bodies are present, this would constitute a meeting pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553,494 N.W.2d 408 (1993). Wisconsin State Statutes require all agendas for Committee, Commission, or Board meetings be posted in final form, 24 hours prior to the meeting.

Any person who has a qualifying disability, as defined by the Americans with Disabilities Act, requiring that meeting or material to be in an accessible location or format, must contact the Weston Municipal Center at 715-359-6114, so any necessary arrangements can be made to accommodate each request.



**VILLAGE OF WESTON, WISCONSIN  
OFFICIAL MEETING AGENDA OF THE PARKS AND RECREATION COMMITTEE**

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**TO THE HONORABLE TRUSTEE WEILAND AND FOUR (4) APPOINTED MEMBERS OF THE COMMITTEE:** The following items were listed on the agenda in the Village Clerk's Office, in accordance with Chapter 2 of the Village's Municipal Code and will be ready for your consideration at the regular meeting of the Parks and Recreation Committee on **Monday, April 28, 2025 @ 5:00 p.m.**, in the Village Board Room at the Weston Municipal Center, 4747 Camp Phillips Road, Weston, WI. 54476.

A quorum of members from other Village governmental bodies (boards, commissions, and committees) may/might attend the above-noticed meeting to gather information. Should a quorum of other government bodies be present, this would constitute a meeting pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553,494 N.W.2d 408 (1993). No official actions other than those of the Parks and Recreation Committee shall take place. Wisconsin State Statutes require all agendas for Committee, Commission, or Board meetings be posted in final form, 24 hours prior to the meeting. Any posted agenda is subject to change up until 24 hours prior to the date and time of the meeting. All items listed on this agenda may be acted upon by the Park Committee.

*If you are not able to attend in person interested persons may also attend via the zoom link or by phone.*

**Join Zoom Meeting by Computer:**

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

**Join Zoom Meeting by Phone:**

+1 312 626 6799 US (Chicago)

**Meeting ID: 5445915099**

**AGENDA ITEMS.**

1. Meeting called to order by Chair Weiland.
2. Pledge of Allegiance to the Flag.
3. Roll Call by Recording Secretary.
  - a. Clark
  - b. Corvino
  - c. Ermeling (VC)
  - d. Esker
  - e. Weiland (C)
4. [Approval of minutes from the previous meeting: March 24, 2025.](#)
5. Public Comments.



**VILLAGE OF WESTON, WISCONSIN  
OFFICIAL MEETING AGENDA OF THE PARKS AND RECREATION COMMITTEE**

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**EDUCATIONAL PRESENTATIONS & REPORTS.**

6. [Update on the Kennedy Park Renovation and Capital Campaign.](#)
7. [Update on Pickleball Courts.](#)
8. [Update on Improvements at Yellowbanks Launch.](#)

**POLICY ISSUES – DISCUSSIONS/RECOMMENDATIONS.**

9. [Discussion and/or action on Disc Golf Improvements.](#)
10. [Discussion and/or action on User Agreements.](#)

**FUTURE ITEMS**

11. Possible next meeting date: May 26, 2025.
12. Topics for future meetings:
13. [Remarks from Staff.](#)
14. Remarks from Committee Members.
15. Announcements.
16. Adjourn.

**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

**Public Mtg/Date:** Parks & Recreation Committee, April 28, 2025

**Description:** Discussion regarding an update on the Kennedy Park Renovation and Capital Campaign

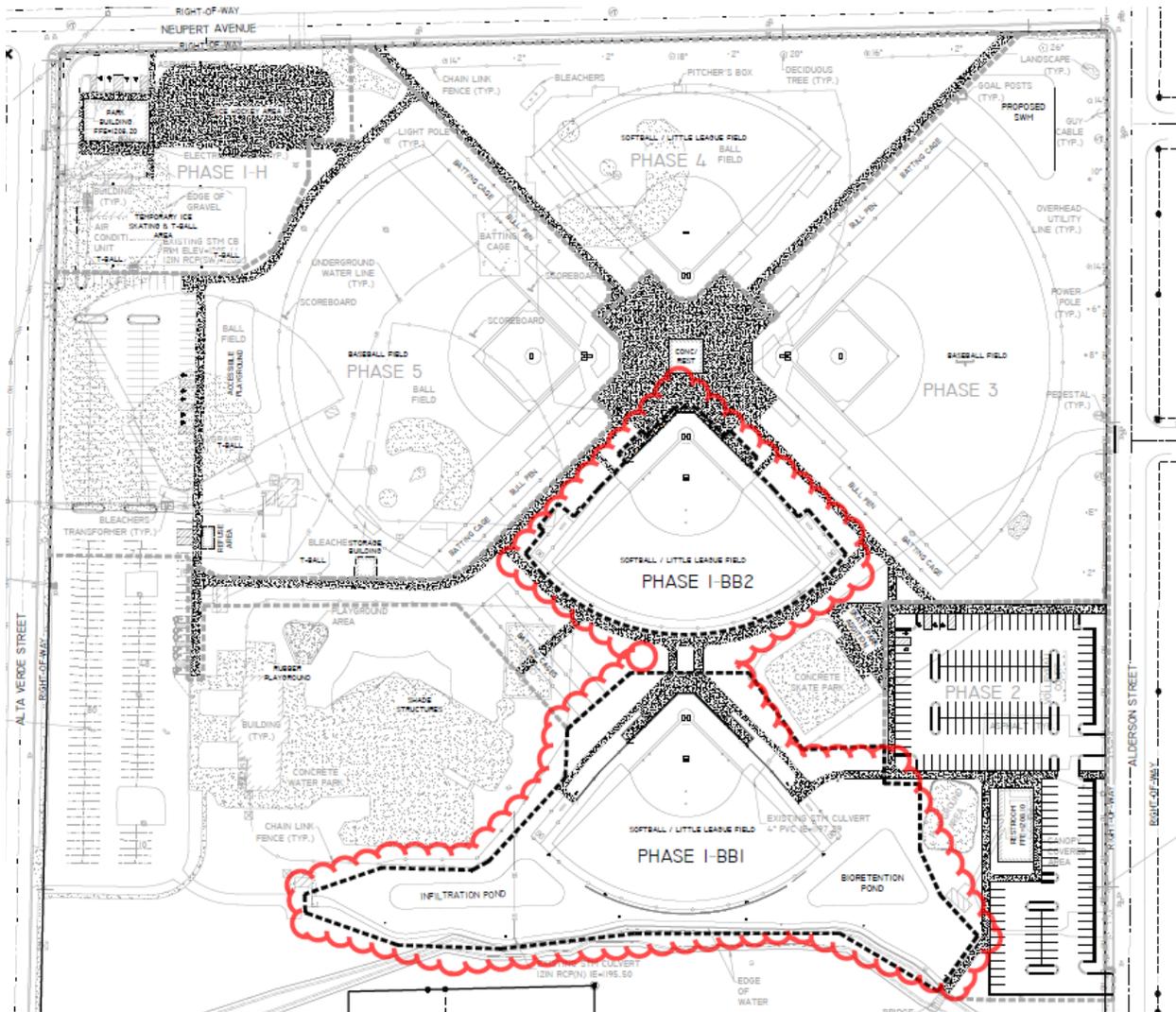
**From:** Jami Gebert, Village Administrator  
Michael Wodalski, Director of Public Works  
Shawn Osterbrink, Director of Parks, Recreation and Forestry

**Question:** Monthly update on the implementation of the master plan for Kennedy Park and capital fundraising campaign.

## Background

### Renovation:

Out for bid currently are two fields represented in the below graphic as Phase 1-BB2 and Phase 1-BB1. These fields can both be built without needing to remove any of the 3 existing fields. The bids for these two fields are due May 7<sup>th</sup>. The southernmost field (BB1) is the field the Village committed funds for and the field just to the north of that (BB2) is the field that a recent donation will be funding.



# REQUEST FOR CONSIDERATION

Staff will also be working with Samuels Group to get started on the restrooms located just east of field BB1 closer to Alderson Street in the southeast corner of the park. Once the two above fields are built, parking and restrooms will need to be expanded to accommodate the additional traffic and usage in this portion of the park.

Overall grading and layout for the remaining phases is mostly complete. Similar to what we did for field BB2, as funds now are raised, we will be able to proceed with future fields and amenities within the project.

## Capital Campaign:

### *Grants Update:*

- The group is working on a grant application to the Wausau & Marathon County Parks & Recreation Foundation requesting \$10,000.
- The Sports Authority denied the Friends grant request of \$10,000, however, expressed strong support for future funding opportunities related to any sporting events at the park.
- The group will be discussing/submitting a Room Tax Grant at the July Tourism Commission meeting. The Tourism Commission did approve committing a fund balance of \$36,796.72 to the Kennedy Park renovation at their April 21, 2025, meeting. These funds were remaining from 2019, when the Village was not under agreement with the Wausau CVB.

### *Donor Update:*

- Naming Rights were approved at the April 15, 2025, Board of Trustees meeting for “The Karen & Gary Rajek Memorial Field” and for the first light pole placed on Field #5 to be dedicated in honor of Bradyn Bohn. Media coverage announcing the naming rights was on Channel 7 & 9 News and in the Wausau Pilot & Review. An article will also be included in the upcoming *The Wire Newsletter*. The Friends will provide a quarterly update on the funds at the Community Foundation.

### *Marketing/Events:*

- The *Kennedy Park Projects Proposal* recommended for approval at the last Parks and Recreation Committee meeting with Go Full Nelson was also approved at the April 15, 2025, Board of Trustees meeting. A small group meeting is scheduled for Friday, April 25, 2025. An update on the marketing projects from Friday’s meeting can be shared on Monday.
- Sarah Olafson will be working with the Wausau CVB regarding a testimonial video. As noted in the prior update, the CVB will work with their videographer for production of the video. Olafson will coordinate with Tim White to get this scheduled.

Please remember to participate in our ***Dine for Cause*** nights! Patron Mexican Restaurant & Bar is the May location, from 11 AM to 9 PM on Wednesday, May 21<sup>st</sup>. These events maintain awareness of the campaign in the community.

### *Other items:*

As previously reported, State Representative Patrick Snyder is supportive of the project and will be bringing forward a \$7 million budget motion request for the project. Village and Friends representatives will be attending the April 29, 2025, Joint Finance Committee Listening Session at NTC to share support for the project. In addition, Olafson attended a Rep. Snyder Listening Session on April 21<sup>st</sup> and shared support for the project.

A financial update of Village funds is attached. Finance Director Trautman will be updating monthly and attaching to her monthly Board of Trustees report, staff will include the report in the Parks & Recreation Committee update.

# REQUEST FOR CONSIDERATION

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**Attached Docs:** Financial update.

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**Committee Action:** None.

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**Fiscal Impact:** None.

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**Recommendation:** None, discussion item.

<b>Recommended Language for Official Action</b>
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None, monthly update item.

**Kennedy Park - Total expenses through**

**3/31/2025**

GL	Vendor	Description	Date	Check	Amount
20-05-55210-290-000	G Morty	marketing	5/1/2024	62212	11,825.00
20-05-55210-290-000	REI Civil	construction documents	8/21/2024	62795	11,880.00
20-05-55210-290-000	Sun Printing	sign	10/28/2024		678.50
20-05-55210-290-000	REI Civil	construction documents	10/31/2024	63264	18,552.59
20-05-55210-290-000	US Bank Corp	cracker jacks for groundbreaking	11/6/2024		124.90
20-05-55210-290-000	REI Civil	construction documents	11/22/2024	63432	17,957.75
20-05-55210-290-000	American Engineering	soil boring	12/27/2024	63586	8,600.00
20-05-55210-290-000	REI Civil	construction documents	12/30/2024	63690	12,925.00
			As of 12/31/2024		<u>82,543.74</u>
41-07-57621-215-000	REI Civil	construction documents	3/27/2025	64,102.00	<u>18,932.50</u>
			TOTAL	3/31/2025	<u>\$ 101,476.24</u>

# TOTAL VILLAGE FUNDS AVAILABLE FOR KENNEDY PARK

AS OF 3/31/2025

ARPA funds that were used for projects that were borrowed for

101,645.00 amount spent on Equipment

476,792.76 Jelinek Alderson - Machmueller

143,212.87 Fuller St

146,826.23 East Jelinek

(18,932.50) 2025 Exp throug 3/31/25

(31,390.21) amount transferred from Capital to cover difference

\$ 818,154.15

\$ 36,796.72 Amount of Room Tax Funds to be transferred upon approval

\$ 381,550.00 Amount of Funds Borrowed for Kennedy park

\$ 1,236,500.87 Total Funds to be used for Kennedy as of 3/31/2025

**REQUEST FOR CONSIDERATION**

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<b>Public Mtg/Date:</b>	<b>Park and Recreation Committee - 4/28/25</b>
<b>Description:</b>	<b>Discussion regarding an update on Pickleball Courts</b>
<b>From:</b>	<b>Shawn Osterbrink, Director of Parks, Recreation &amp; Forestry Jami Gebert, Village Administrator</b>
<b>Question:</b>	<b>Monthly update on pickleball courts.</b>

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**Background**

4/28/25 Update

No progress on this project.

3/24/25 Update

No update.

2/17/25 Update

The new information that we must share is that we were informed that a new indoor pickleball facility will be opening this spring in Menomonee Falls and plans for additional facilities in Madison and Green Bay. Is there an opportunity for a privately owned facility in our area soon?

1/20/25 Update

Administrator Gebert and I met with Lisa Knoll, President and Paula Voss, Vice President of Wausau Area Pickleball on December 4<sup>th</sup> to discuss pickleball. We informed them of the decision to place the courts at Machmueller versus their proposal to place them at Yellowbanks. We also informed them of the cost estimate to complete the courts at Machmueller along with support structures such as the shelter and restrooms. They seemed receptive to the idea, and we asked them to discuss it with their members to see if this project were something they would support.

Village staff also met with Director of Parks for Wausau/Marathon County Parks on January 9<sup>th</sup> to discuss the status of pickleball within their department. They currently have plans to convert two tennis courts into three pickleball courts at Alexander Park in 2025. They currently don't have any other plans to add more courts but the status of the courts at Marathon Park may change. Currently the west side master plan shows no courts in Marathon Park so depending on the outcome of some of the future planning over the next few months they may be building courts at an alternate location. This likely would be quite a few years out though.

**REQUEST FOR CONSIDERATION**

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**Attached Docs:       None.**

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**Committee Action:   None.**

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**Fiscal Impact: N/A**

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**Recommendation:   None.**

**Recommended Language for Official Action**

**None,**

**Or**

**Something else.**

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Additional action:

**REQUEST FOR CONSIDERATION**

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<b>Public Mtg/Date:</b>	<b>Park and Recreation Committee – April 28, 2025</b>
<b>Description:</b>	<b>Update on Improvements at Yellowbanks Launch.</b>
<b>From:</b>	<b>Shawn Osterbrink, Director of Parks, Recreation &amp; Forestry</b>
<b>Question:</b>	<b>Update on Improvements at Yellowbanks Launch.</b>

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**Background**

To date the Village has applied for and received notification that we have been approved for four different grants for this project. The first grant was submitted last year through the WDNR, and we been approved for a \$48,000 50/50 matching grant. The grant agreement was approved and signed and sent back to the WDNR. The second grant we received is a \$2,500 grant from the Wausau Noon Kiwanis Club. The third grant we received is \$5,000 from the Wausau/Marathon County Parks Foundation. The fourth grant we received is a \$15,000 Impact Grant through the Community Foundation of North Central Wisconsin. The Park Committee and Board recommended and approved moving forward with the project. The grant agreement was signed by the Village President and sent in. MTS and Plover River Land have made changes to the design based on the Plan Commission recommendation.

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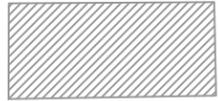
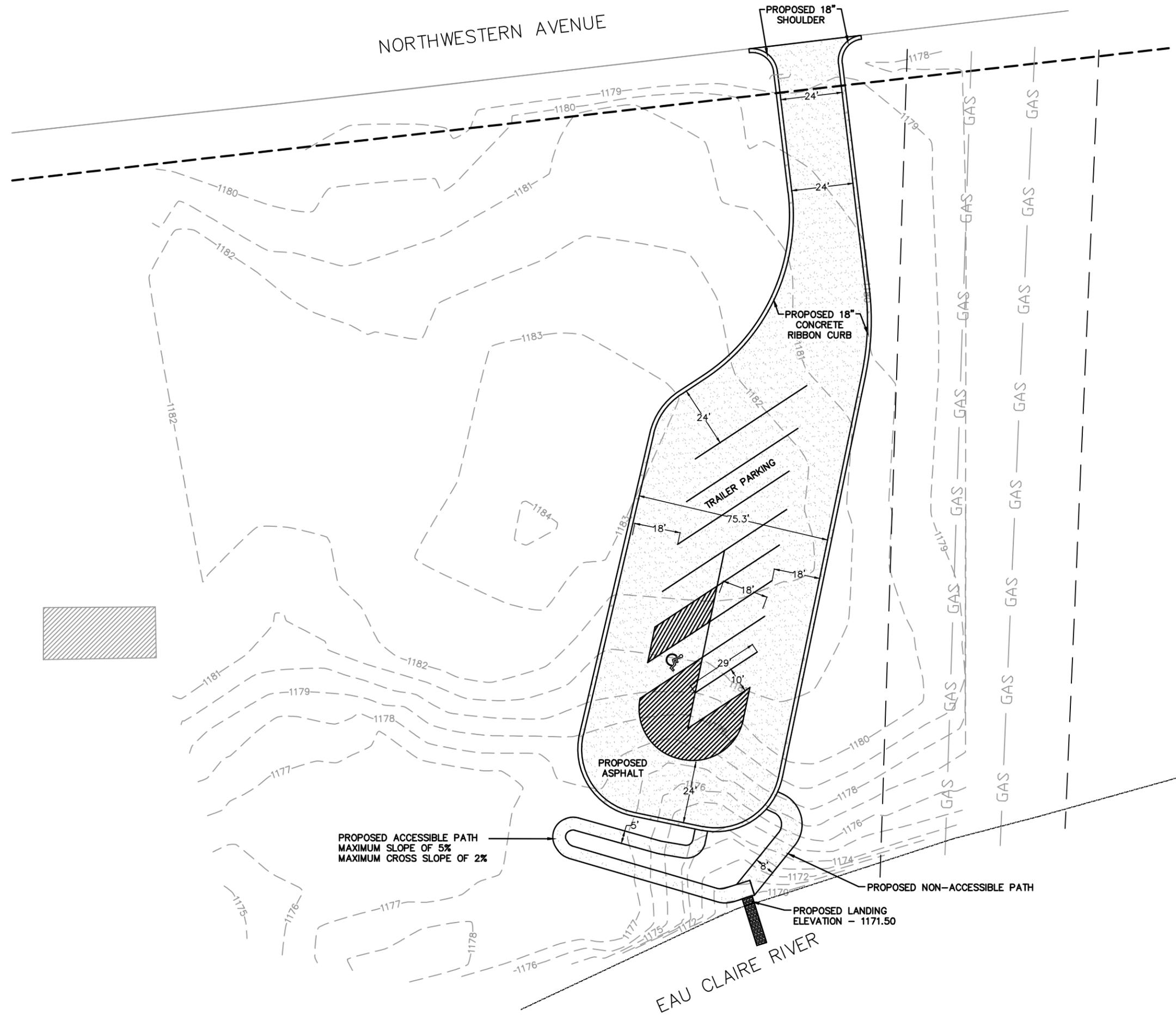
<b>Attached Docs:</b>	<b>Most recent versions of the site and grading plans.</b>
<b>Committee Action:</b>	<b>None.</b>
<b>Fiscal Impact:</b>	<b>N/A</b>
<b>Recommendation:</b>	<b>Strictly an update.</b>

---

**Recommended Language for Official Action**

Additional action:





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  
 04/03/2025  
 04/21/2025

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**

<b>Public Mtg/Date:</b>	<b>Park and Recreation Committee – April 28, 2025</b>
<b>Description:</b>	<b>Discussion and/or action of improvements at Yellowbanks Disc Golf Course.</b>
<b>From:</b>	<b>Shawn Osterbrink, Director of Parks, Recreation &amp; Forestry</b>
<b>Question:</b>	<b>Would the Park and Recreation Committee recommend moving forward with the refurbishing of the disc golf baskets or purchase new at the Yellowbanks Disc Golf Course?</b>

**Background**

Staff met with TC Energy regarding the installation of berms over the high-pressure gas pipelines to allow us access to the various areas throughout the course. They have provided some direction on installing the necessary coverage for the proposed areas crossing the pipeline. Some of them require just a wood mat and some require both the mat and additional fill.

The cost estimate for the baskets to be redone. Chain Estimate: 27 feet of #4 chain and 24 feet of #2 chain per basket. \$46.00 and \$37.87 = \$83.87 of chain per basket plus the sandblasting and powder coat for each basket of \$125.00 per basket. Total = \$208.87 per basket.

New baskets have a range of costs depending on the manufacturer and the type of basket. New ones range from \$335.00 to \$545.00 without shipping if purchased individually. If we purchase 9 of the DGA ones they are just \$375.00 each + shipping. If we purchase the Mach 2 from Innova they would be \$335.00 each + shipping.

<b>Attached Docs:</b>	<b>Cost estimates from Crystal Finishing and Fastenal and information on disc golf baskets. Email from TC Energy regarding the berms.</b>
-----------------------	---

<b>Committee Action:</b>	<b>None.</b>
--------------------------	--------------

<b>Fiscal Impact:</b>	<b>\$2,924.00 to redo the current baskets. \$4,690.00 minimum for new + shipping. Have not received cost estimates for the mats that are required by TC Energy for the berms over the pipeline. No funding has been allocated for this project.</b>
-----------------------	---

<b>Recommendation:</b>	<b>None.</b>
------------------------	--------------

**Recommended Language for Official Action**

**REQUEST FOR CONSIDERATION**

**I recommend/don't recommend moving forward with the proposed improvements on the Disc Golf Course at Yellowbanks Park,**

**Or,**

**Something Else.**

---

Additional action:

**From:** [Jessica Falkowski](#)  
**To:** [Shawn Osterbrink](#)  
**Subject:** Fw: Disc Golf Baskets - Quote  
**Date:** Thursday, March 6, 2025 8:32:21 AM  
**Attachments:** [image001.png](#)

---

Sent from my U.S.Cellular© Smartphone  
Get [Outlook for Android](#)

---

**From:** Jason Maas <Jason.Maas@CrystalFinishing.com>  
**Sent:** Wednesday, March 5, 2025 1:38:44 PM  
**To:** Jessica Falkowski <jfalkowski@westonwi.gov>  
**Subject:** RE: Disc Golf Baskets - Quote

Jessica,

I believe we will come in around \$125.00 per basket for Blast-Powder coat in a Bittersweet orange which I have attached below or there are other oranges we can look at. We should be able to turn the batches of 3 in a week I believe then on to the next batch.



---

**From:** Jessica Falkowski <jfalkowski@westonwi.gov>  
**Sent:** Tuesday, March 4, 2025 9:26 AM  
**To:** Jason Maas <Jason.Maas@CrystalFinishing.com>  
**Subject:** RE: Disc Golf Baskets - Quote

**External Email :** Use Caution with Links and Attachments.

VILLAGE OF WESTON  
4747 Camp Phillips Road  
SCHOFIELD, WI 54476-4333 USA  
Email: jfalkowski@westonwi.gov  
Contract #: 50SENT-M25-FACILITMRO-01/MA758  
ATTN: Jessica Falkowski

The store serving you is:  
Fastenal Company  
5202 Westfair Ave  
WESTON, WI 54476 USA  
Phone: (715)359-7505  
Fax: 715/359-9813  
Email: WISCH@stores.fastenal.com

This Quote and Document are subject to the "Terms of Purchase" posted on [www.fastenal.com](http://www.fastenal.com)

Account #: WAUS0234  
Quote #: 295419

PO #: Quote  
Job #: Chain

Due Date:  
Expiration Date: 05/16/2025

<u>Part #</u>	<u>Customer Part #</u>	<u>Description</u>	<u>Quantity</u>	<u>Price/EA</u>	<u>Extended Price</u>
45054		COIL STRT 2/0	100	\$1.7040	\$170.40
#2/0 520lb-WLL Zinc Plated Low Carbon Straight Link Coil Chain					
45055		COIL ST LINK 4/0	100	\$1.5780	\$157.80
#4/0 670lb-WLL Zinc Plated Low Carbon Straight Link Coil Chain					
<b>TOTAL (USD):</b>					<b>\$328.20</b>

Thank you!



\*Shipping & Handling charges are subject to change.



(https://www.innovadiscs.com/)

Home (https://www.innovadiscs.com/) > Innova Targets (https://www.innovadiscs.com/innova-targets/) > DISCatcher® Pro 28

## DISCATCHER® PRO 28



(http:// (http:// (http:// (http://  
/twitter/www./pinter/www.

### Permanent & Portable

Our DISCatcher® is installed on more disc golf courses Worldwide than any other brand. Designed to lower your scores, the DISCatcher® Pro 28 is equipped with 28 chains. The DISCatcher®'s design has 14 outer chains, 7 intermediate, and 7 inner chains. This chain grid catches fast and slow putts, heavy and light discs like no other target.

DISCatcher® chains are made from hot-rolled, electro-galvanized steel sheets and powder coated with industrial grade anti-corrosion coating. Our catching trays are hot dip galvanized and are over 9" deep to retain discs. Galvanized poles and stainless steel hardware means the DISCatcher®

Pro 28 is in it for the long haul. The DISCatcher® Pro 28 is available in both permanent and portable configurations. The portable configuration has a galvanized metal base with quick release stabilizing screws, allowing you to disassemble and transport the target with ease. The portable is perfect for use at home, as a demonstration target, or for tournament play.

The permanent model utilizes a hot dipped galvanized lockable installation sleeve to allow for relocation to different hole positions and to deter theft. A locking tab is included that will allow you to protect your investment in the finest disc golf target available.

DISCatcher® Pro 28	Price	Savings
1 DC PRO 28	\$499	
9 DC PRO 28S	\$3375	\$1116
10 DC PRO 28S	\$6750	\$2232
ADDITIONAL SLEEVES	\$25	

\*Freight charges not included

### REQUEST A QUOTE

(<https://www.innovadiscs.com/innova-targets/discatcher-pro-28/discatcher-pro-quote/>)



(/wp-content/uploads/2015/02/dc28-putt.jpg)

### DISCatcher® Pro 28 Features

- ✔ Approved for Championship level play by the PDGA
- ✔ 28 chains configured in three tiers for superior catching action
- ✔ Catches fast and slow putts and has a large sweet spot
- ✔ 14 spoke catching tray design with additional ring support adds strength while reducing the possibility of discs squeezing through
- ✔ All-season weather tested long lasting outdoor materials – Galvanized steel, galvanized chains, hot-rolled, electro-galvanized and powder coated chain rack, and stainless steel hardware
- ✔ Includes installation sleeve and locking collar
- ✔ 4" tall chain rack available in a variety of colors, improves visibility in all conditions, and knocks down high putts
- ✔ Deep basket with in line nubs (wire bends) to minimize adverse action for low putts
- ✔ Included 3" vinyl hole numbers are easy to read at distance
- ✔ Available as a permanent or portable version

- Available in custom colors
- Additional installation sleeves available to allow for multiple course configurations

## DISCatcher® Pro 28 Permanent Model Specifications

(/wp-content/uploads/2015/02/dcpro-tech.jpg)

### CHAIN RACK

Hot-rolled, electro-galvanized steel sheets. Powder-coated finish. 22" diameter x 4" outer band. 5/16" steel rod frame. 4" x 1 15/16" I.D. tubing 0.156 wall, drilled and tapped collar. All joints welded. Decals affixed.

### Chain

Hot-dip galvanized finish. 2/0 straight link coil chain. 28 strands. (14 outer, 7 intermediate, 7 inner)

### Catching Tray

Hot-dip galvanized 3/8" steel rod, 5"x15/16" I.D. tubing 0.156 wall, drilled and tapped collar. All joints welded.

### Pole

Hot-dip galvanized finish. 74" x17/8" O.D. galvanized steel pipe, 0.120 wall, drilled.

### Collar

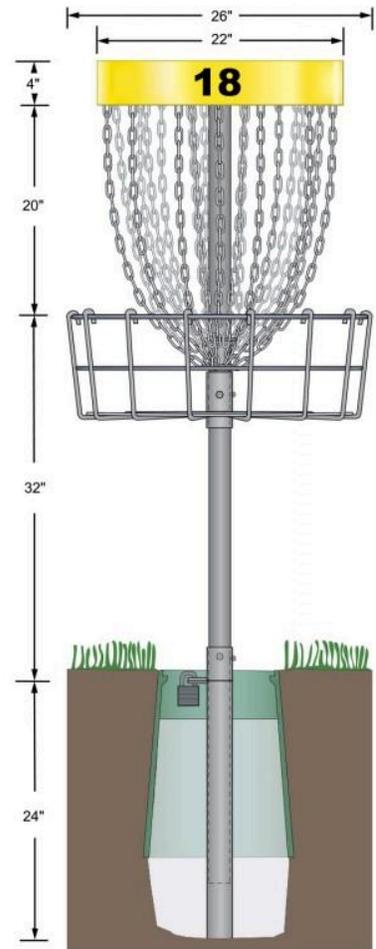
Hot-dip galvanized finish. 3"x115/16" I.D. tubing 0.095 wall, drilled and tapped.

### Installation Tube

Hot-dip galvanized finish. 24"x 1 15/16" I.D. tubing 0.095 wall.

### Notes

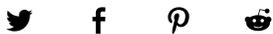
Align the padlock tab back toward the tee to have the hole number decal face the tee area. We recommend 60-80 lb of concrete for installation. Sprinkler Valve Box Covers make nice finishing treatments to sleeves that will have multiple pin placements. A removable cover both protects mowers from hitting the sleeve, and prevents dirt and rocks from going down the sleeve when target is not in this location. **Lock, Sprinkler Valve Box, and concrete not included.**



[DISCatcher® Permanent Install \[PDF | 717KB\]](#) (/wp-content/uploads/pdf/DISCatcher-Permanent\_Install.pdf)

[DISCatcher® Portable Install \[PDF | 648KB\]](#) (/wp-content/uploads/pdf/DISCatcher-Portable\_Assembly.pdf)

MSRP: \$525.00



(http:// (http:// (http:// (http://

<https://www.innovadiscs.com/tag/disc-golf-targets/> DISCatcher (<https://www.innovadiscs.com/tag/discatcher/>)

r.com/ faceb est.co reddit.  
home ook.c m/pin com/s



\$335.00 USD Portable w/In-Ground Conversion Kit

Portable W/In-Ground Cor

Add to cart



[-] [>]  \$335.00 USD [v]

★★★★★ 32 reviews

- 100% Hot-Dipped Galvanized
- 20-Year Warranty
- 18 Strands of Heavy-Duty Chain
- PDGA Standard Level Approved

**Do you need more than 2 baskets, or do you need a full course?**

[Click here to get a basket sales quote for the best prices >>](#)

**\*International Shipping is not available online for this product at this time.**

\$300.00 USD - \$335.00 USD

Shipping calculated at checkout.

Basket Mounting Option: **Portable w/In-Ground Conversion Kit**

- Portable **Portable w/In-Ground Conversion Kit**

\$335.00 USD

Quantity

< [1] [^] [v] [Add to cart]

✓ Pickup available at 73 Hangar Way

Usually ready in 24 hours

[View store information](#)

Share

**Collections:** All DGA Disc Golf Gear, Disc Golf Baskets, Featured Gear, Permanent Baskets, Practice Baskets

 **Complementary products**



**D-Line Sonar Putt & Approach**

\$11.99 USD

170-172 / Purple [v]

[0] [^] [v]



D-Line Steady BL Putt & Approach

\$11.99 USD



\$335.00 USD

Lavender / 173-174 g

0



D-Line Steady Putt and Approach

\$11.99 USD

Green / 170-172 g

0



Total:

\$0.00 USD

Add items to cart

Product description About Basket Mounting Options



The Mach 2 Portable disc golf basket is an excellent entry-level outdoor basket for the backyard, schools, colleges, or any recreational course. This basket comes standard with metal portable base included, and can also be purchased with In-Ground Installation Kit. The Mach 2 is hot-dipped galvanized and comes with a 20-Year Warranty.

**Best Value for the Price.** The Mach 2 disc golf basket is an excellent entry-level outdoor disc golf basket for backyards, schools, colleges or any recreational course. The Mach 2 hot dipped galvanized coating provides a major increase in durability over other baskets that only offer powder coated or zinc plated metal finishes.

- The Mach II is the perfect choice for a backyard putting basket that will give you the quality and durability of the baskets you will play on at the course and with 18 chains, will make you focus on hitting the basket "sweet spot".
- **Want To Make It Permanent?** With the purchase of an optional In-Ground Installation Kit, you can convert the Mach 2 with portable based into a permanently installed basket, suitable for course use. The perfect basket for multiple installation options.
- **Introduce More People To Disc Golf:** With the budget-friendly pricing and versatility of the Mach II you will be able to introduce more disc golf programs and simply do more.
- **Feel Confident In Your Purchase:** Your DGA product will last a lifetime. With our 20-year warranty you will have the peace of mind that your purchasing decision will be the right one. The fact that you will not be replacing broken baskets as often with DGA equipment, you are also doing your part to reduce the environmental footprint you are leaving.
- **The Trust You Deserve With DGA:** DGA has been producing high-quality, dependable disc golf equipment for over 40 years with many of our original baskets still in use today. Having this knowledge will give you the peace of mind that you have made the best decision with your DGA Mach II purchase.



CLICK TO  
 ENLARGE  
 (#0EW-  
 MODAL-  
 2C2240E2)

*The Ultimate Basket For Championship Rated Courses.*

- i 40 Strands Of Interconnected, Heavy-Duty Chain

---

- i Unified Chain Assembly With X-Pattern Inner Chain

---

- i 100% Hot-Dipped Galvanized Construction

---

- i 25 Year Warranty

---

- i PDGA Championship Level Target



<https://discgolf.com/disc-golf-baskets/accessories>

*Upgradeable With Number Plate Conversion Kits  
 (\*Shown: Custom Conversion Kit And Custom Powder Coating)*

[📄 FREE COURSE QUOTE  
 \(HTTPS://WEBFORMS.PIPEDRIVE.COM/F/CZLQGL3HV4ZY4QIT58ZJDHBLB609HB0ZSW1RQLEVZ50GF9LLZHWHZXYAWBPM\)](https://webforms.pipedrive.com/f/czLQGL3HV4ZY4QIT58ZJDHBLB609HB0ZSW1RQLEVZ50GF9LLZHWHZXYAWBPM)

PRICES START AT  
 \$445 EA. / COURSE

# MACH X

## HEAVY-DUTY PERMANENT DISC GOLF BASKET ([HTTPS://DISCGOLF.COM/DISC-GOLF-BASKETS/](https://discgolf.com/disc-golf-baskets/))

**The Game-Changer.** The Mach X disc golf basket is the most advanced and innovative disc golf basket on the market. Designed with the input of top professionals, it has been designed to handle the aggressive and demanding play of the world's best players.

*Feel confident in the equipment you install on your course by trusting in the quality, innovation, and performance that only DGA has pioneered for over 40 years.*

Designed For The Best +

Unified Chain Design +

Built By Pros For Pros +

Feel Confident In Your Purchase +

The Trust You Deserve With DGA +

The DGA Mach X basket comes with DGA's industry pioneering 25 Year Warranty and is PDGA approved at the championship level.

DGA MACH X™ SPEC SHEET ([/WP-CONTENT/UPLOADS/2018/SPECSHEET.PDF](/wp-content/uploads/2018/specsheet.pdf))



(<https://discgolf.com/disc-golf-baskets/>)

[content/uploads/dga-mach-x-spec-sheet-2020r1-sc](https://discgolf.com/wp-content/uploads/dga-mach-x-spec-sheet-2020r1-sc)

DOWNLOAD HERE >> ([HTTPS://DISCGOLF.COM/WP-CONTENT/MACH-X-SPEC-SHEET-2020R1.PDF](https://discgolf.com/wp-content/uploads/dga-mach-x-spec-sheet-2020r1.pdf))

## COURSE

Direct Cement Installation

**\$4,005<sup>00</sup>** / 9 Baskets

- ✓ Available With Course and Tee Signs
- ✓ Available Number Plate Conversion Kits
- ✓ Available Color Powder Coating

No Frills targets cement directly into the ground and are perfect for courses that will not change pin positions. This type of install is also the most secure.

## COURSE

Lockable Anchor & Collar

**\$4,275<sup>00</sup>** / 9 Baskets

- ✓ Available With Course and Tee Signs
- ✓ Available Number Plate Conversion Kits
- ✓ Available Color Powder Coating
- ✓ Available Additional Anchors / Pin Locations

See Accessories and Upgrades ([#accessories-upgrades](#))

The DGA target in a Standard configuration is mounted in an anchor and secured with a collar. The baskets can be moved for more variety (additional anchors required) or removed for seasonal storage.

## COURSE

Free Standing Portable Base

**\$4,275<sup>00</sup>** / 9 Baskets

- ✓ Available With Course and Tee Signs
- ✓ Available Number Plate Conversion Kits
- ✓ Available Color Powder Coating

DGA targets mounted on portable bases offer freedom to move your baskets anywhere. It's the reason too that portable baskets are not recommended for course installs.

### 👉 FREE COURSE QUOTE

([HTTPS://WEBFORMS.PIPEDRIVE.COM/F/CZLQGL3HV4ZY4QIT58ZJDHBLB609HB0ZSW1RQLEVZ50GF9LLZHWHZXYAWBPM1JQLBJ](https://webforms.pipedrive.com/f/czLQGL3HV4ZY4QIT58ZJDHBLB609HB0ZSW1RQLEVZ50GF9LLZHWHZXYAWBPM1JQLBJ))

## ACCESSORIES AND UPGRADES

DISC GOLF TEE SIGNS AND COURSE SIGNS ([/DISC-GOLF-TEE-SIGNS/](/disc-golf-tee-signs/))

THE MAP TO THE HOLE ([/DISC-GOLF-TEE-SIGNS/](/disc-golf-tee-signs/))

DISC GOLF EQUIPMENT ACCESSORIES ([/ACCESSORIES/](/accessories/))

POPULAR BASKET ADD-ONS AND UPGRADES ([/ACCESSORIES/](/accessories/))

LEARN MORE HERE ([/ACCESSORIES/](/accessories/))

DGA POWDER COATED COLOR BASKETS ([/DISC-GOLF-BASKETS/POWDER-COATED-BASKETS/](/disc-golf-baskets/powder-coated-baskets/))

GREAT LOOKING COLORS OVER HOT-DIPPED GALVANIZED ([/DISC-GOLF-BASKETS/POWDER-COATED-BASKETS/](/disc-golf-baskets/powder-coated-baskets/))

LEARN MORE HERE ([/DISC-GOLF-BASKETS/POWDER-COATED-BASKETS/](/disc-golf-baskets/powder-coated-baskets/))

# ANR Pipeline Depth of Cover



Northwestern Ave

Northwestern Ave

Eau Claire River

Eau Claire River

Handwritten annotations showing pipeline depth of cover measurements:  
47" 44" 35" 44" 33" 39" 35" 39"

Image © 2025 Airbus

Camp Ph



44°55'44.47" N 89°34'

**From:** [Jessica Falkowski](#)  
**To:** [Shawn Osterbrink](#)  
**Subject:** Fw: [EXTERNAL] RE: ANR Pipeline Depth of Cover Yellow Banks Park DHL Ticket 20251201772  
**Date:** Wednesday, April 23, 2025 8:56:04 AM  
**Attachments:** [image001.png](#)

---

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Get [Outlook for Android](#)

---

**From:** Joseph Carolfi <joseph\_carolfi@tcenergy.com>  
**Sent:** Tuesday, April 22, 2025 10:40:15 AM  
**To:** Jessica Falkowski <jfalkowski@westonwi.gov>  
**Subject:** RE: [EXTERNAL] RE: ANR Pipeline Depth of Cover Yellow Banks Park DHL Ticket 20251201772

Good Morning,

For the southern most crossing point we will need one foot of fill with timber mats on top of the fill. The other Three crossing points will just need timber mats.

Thanks,

**Joe Carolfi**  
**Pipeline Technician**  
Badger Area/Heartland Region

[Joseph\\_carolfi@tcenergy.com](mailto:Joseph_carolfi@tcenergy.com)

mobile: 715-591-1934

 **TC Energy**  
Steven Point Field Office  
2375 N 2<sup>nd</sup> Drive  
Stevens Point, WI 54482

[TCEnergy.com](http://TCEnergy.com)

---

**From:** Jessica Falkowski <jfalkowski@westonwi.gov>  
**Sent:** Tuesday, April 22, 2025 9:20 AM  
**To:** Donald Collins <donald\_collins@tcenergy.com>  
**Cc:** Joseph Carolfi <joseph\_carolfi@tcenergy.com>  
**Subject:** [EXTERNAL] RE: ANR Pipeline Depth of Cover Yellow Banks Park DHL Ticket 20251201772

**EXTERNAL EMAIL: PROCEED WITH CAUTION.**

This e-mail has originated from outside of the organization. Do not respond, click on links or

**REQUEST FOR CONSIDERATION**

---

<b>Public Mtg/Date:</b>	<b>Park &amp; Recreation Committee – 4/28/2024</b>
<b>Description:</b>	<b>Park User Group Agreements</b>
<b>From:</b>	<b>Shawn Osterbrink, Director of Parks, Recreation &amp; Forestry</b>
<b>Question:</b>	<b>Should the Park Committee recommend User Agreements for groups using Village Parks?</b>

---

**Background**

At the July 2024 meeting of the Parks and Recreation Committee the committee discussed drafting MOU's with the Friends of Kennedy Park and also the other user groups. The Committee and Board approved an MOU with the Friends group but never moved forward with the agreements with the user groups. The staff has included a draft agreement that youth baseball prepared along with some other examples. Two from Marathon County, the approved MOU, and one other example. Does the committee have any recommendations regarding the drafting of user agreements?

---

<b>Attached Docs:</b>	<b>Approved MOU, and other example agreements.</b>
<b>Committee Action:</b>	<b>None</b>
<b>Fiscal Impact:</b>	<b>None</b>
<b>Recommendation:</b>	<b>None</b>

---

**Recommended Language for Official Action**

**Committee - I move to recommend/not recommend,**

**Or**

**Something else.**

---

Additional action:

**FRIENDS OF KENNEDY PARK  
FUNDRAISING MEMORANDUM OF UNDERSTANDING**

**THIS FUNDRAISING MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into by and between the VILLAGE OF WESTON (“Village”), a Wisconsin municipal corporation, and the FRIENDS OF KENNEDY PARK (“Friends”), a collaboration between the Community Foundation of North Central Wisconsin, Inc. (“Foundation”), and the D.C. Everest Area Little League, Inc. (Everest Area Little League).

**WHEREAS**, the Village owns and operates Kennedy Park (“Park”), 6002 Alderson Street, Weston, as a public park and recreation amenity for the community; and

**WHEREAS**, the Friends desire to raise funds to help renovate the Park utilizing the Kennedy Park Master Plan as shown in Exhibit A, adopted by the Board of Trustees on December 18, 2023 (“Project”); and

**WHEREAS**, the additional organizations of D.C. Everest Youth Hockey Association, Inc., Everest Fastpitch Inc., Everest Hockey Helpers Inc., and Friends of Everest Baseball, Inc. may assist the Friends with the Project; and

**NOW THEREFORE BE IT MUTUALLY AGREED AS FOLLOWS:**

**1. VILLAGE RESPONSIBILITIES.**

- a. The Village agrees the Project can occur on Village owned and operated Park property.
- b. The Village agrees to provide other funding for the Project if available.
- c. The Village agrees to commit all funds raised by the Friends to the Project.
- d. The Village will provide ongoing maintenance in the same manner and degree as it does for other Village parks.
- e. The Village agrees to bid the Project and manage construction.
- f. The Village agrees to consider naming amenities donated to the Project at or more than \$12,000 with approval of the Parks & Recreation Committee and Board of Trustees. Naming rights for donated items will last thirty-years or the life of the donated items, whichever comes first.

**2. FRIENDS RESPONSIBILITIES.**

- a. The Friends agree to conduct a fundraising campaign to raise funds to build the Project.
- b. The Friends, by means of Everest Area Little League will work cooperatively with the Foundation. The Foundation will serve as the Fiscal Sponsorship Fund, see agreement between Everest Little League, as an established 501c3, and the Foundation as Exhibit B.
- c. The Friends agree to hold any funds in excess of goal at the Foundation for the sole purpose of long-term Project maintenance.

- d. The Friends will organize and track all donations. Donations at or above \$500 will be recognized on signage designed and installed by the Friends as part of the fundraising campaign.

3. **NOTICE.** For the purposes of notice, the addresses of the parties shall be as follows:

If to the Village, to:  
Village of Weston  
4747 Camp Phillips Road  
Weston, WI 54476  
Attention: Administrator

If to Friends, to:  
D.C. Everest Area Little League, Inc.  
5503 Winding Creek Drive  
Weston, WI 54476  
Attention: Jim & Sarah Olafson

The parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other party.

- 4. **PROJECT TERMINATED.** If the Village determines that for any reason the Project cannot be completed as planned, the Village will advise the Friends in writing and will make recommendations for action. If the Friends determine that for any reason they can no longer conduct a fundraising campaign, the Friends will advise the Village in writing and will make recommendations for action. Any funds raised up to termination date will be kept at the Foundation until expended on Park improvements.
- 5. **REPORTING PROCEDURES.** The Village and the Friends shall act cooperatively in establishing reporting and consultation procedures with respect to receipt of funds for the Project. At a minimum a quarterly report should be provided from the Friends to the Village Administrator.
- 6. **VILLAGE'S DISCRETION AND LEGAL NATURE OF THIS INSTRUMENT.** For certainty, nothing herein fetters, limits, or restricts the Village's legislative discretion regarding any approval of the Project or further expenditure of public funds.
  - a. The Friends understand that this MOU is not intended to form a binding legal agreement to proceed with the Project. It is intended to set out the intentions of the parties regarding fundraising to help generate sufficient funds so that the Project may proceed.
  - b. Nothing herein is intended to authorize the Friends to act as the agent or representative of the Village and it shall not attempt to bind the Village in any way or represent that it has authority to bind the Village.
  - c. Nothing herein is intended to authorize the Village to act as an agent or representative of the Friends and it shall not attempt to bind the Friends in any way or represent that it has authority to bind the Friends.

7. **TERM OF MOU.** This MOU shall be in force and effect until substantial completion of the construction of the Project or until sooner terminated. Fundraising efforts are anticipated to occur over ten-years.
8. **INDEMNIFICATION.** The Friends shall indemnify, save and hold harmless the Village, Parks and Recreation Committee, and their officers, agents, and employees from any and all claims, demands, actions, or causes of action of whatever nature and character arising out, or by reason of, the execution or performance of work or services provided for the purpose of fundraising for the Project and engaging in volunteer services, except upon the sole negligence or willful misconduct of the Village or its Commission, and further agrees to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim(s) of whatever character arising hereunder.
9. **MODIFICATION.** This MOU shall not be modified without an express written agreement executed by the parties.
10. **SEVERABILITY.** If any provision of this MOU or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this MOU and the remaining portions of this MOU shall remain in effect.
11. **GOVERNING LAW.** This MOU has been drawn and executed and shall be performed in the State of Wisconsin and shall be governed by the laws of the State of Wisconsin.
12. **WAIVER.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this MOU shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this MOU.
13. **ENFORCEMENT.** Enforcement of this MOU may be proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this MOU, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this MOU, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.
14. **ENTIRE AGREEMENT.** This MOU sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements, and understandings relating to the subject matter hereof. There are no representations, arrangements, understandings, or agreements, either oral or written, not contained herein.
15. **AUTHORITY.** In signing this MOU, the parties represent and warrant that the terms herein have been approved by their respective governing bodies, and that appropriate authority rests in the signatories on behalf of the parties.

**IN WITNESS WHEREOF**, the parties have executed this MOU.

**VILLAGE OF WESTON**

By: \_\_\_\_\_  
Mark Maloney, Village President

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
Pamela Brehm, Clerk

Dated: \_\_\_\_\_

**FRIENDS OF KENNEDY PARK  
D.C. Everest Area Little League, Inc.**

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

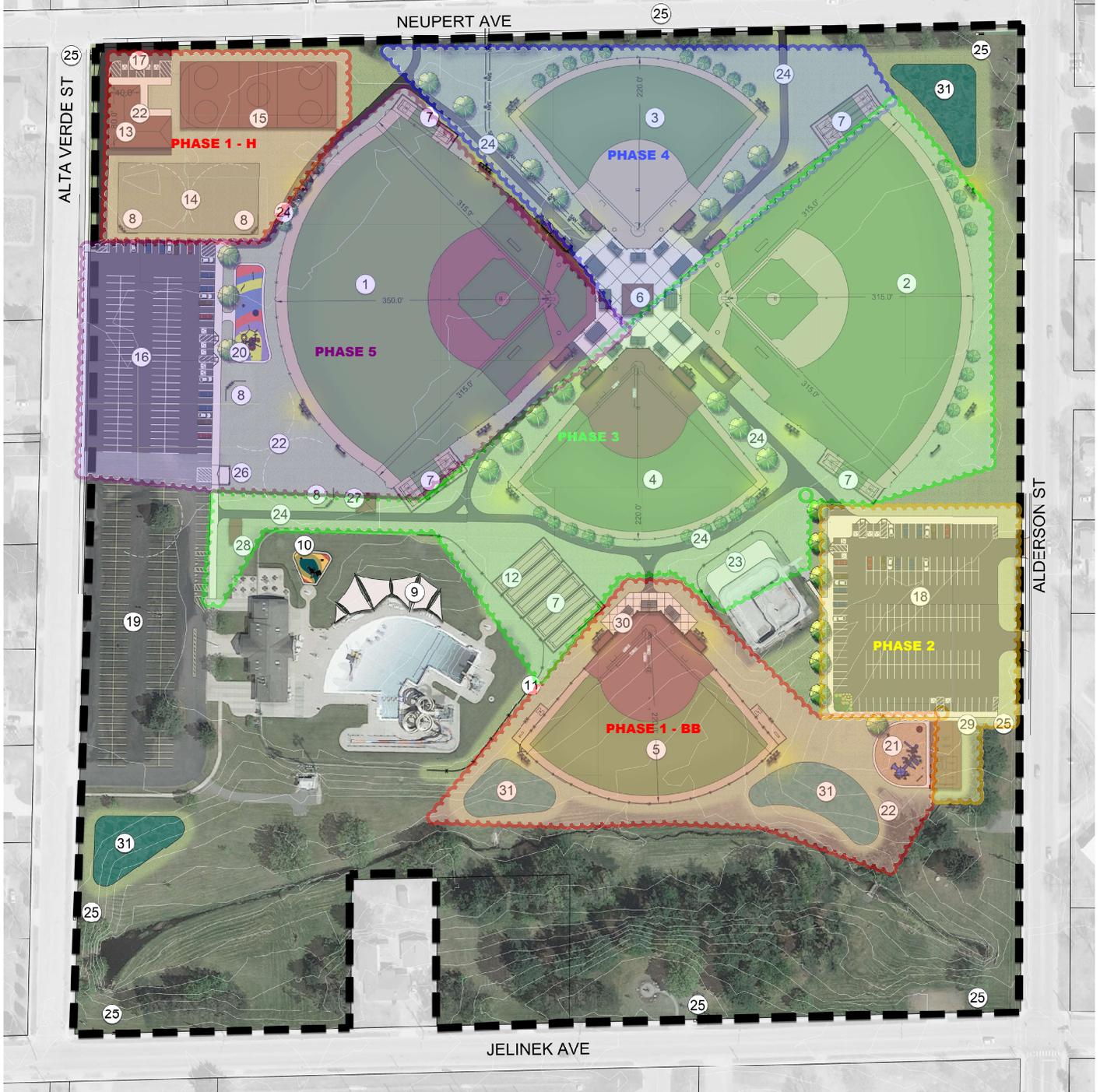
Dated: \_\_\_\_\_

**COMMUNITY FOUNDATION OF NORTH CENTRAL WISCONSIN, INC.**

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

Dated: \_\_\_\_\_

# Exhibit A

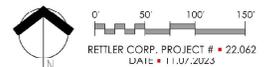


### KEYNOTES

- |   |  |    |  |    |  |    |  |    |                            |
|---|--|----|--|----|--|----|--|----|----------------------------|
| 1 | 315'/350'/315' BASEBALL FIELD WITH SYNTHETIC TURF, INFIELD, DUGOUTS, UNDERDRAIN, SCOREBOARD, LIGHTING, AND BLEACHERS                                       | 6  | CONCESSION/RESTROOM/PRESSBOX (1,600 SF GROUND FLOOR) | 13 | MULTIPURPOSE PARK BUILDING (4,800 SF)    | 20 | ACCESSIBLE PLAYGROUND                        | 27 | STORAGE BUILDING (25'x25') |
| 2 | 315'/315'/315' NATURAL TURF BASEBALL FIELD WITH DUGOUTS, UNDERDRAIN, SCOREBOARD, LIGHTING, AND BLEACHERS   | 7  | (6) BATTING CAGES                                    | 14 | ICE SKATING AREA (90'x180')              | 21 | UPGRADE EXISTING PLAYGROUND                  | 28 | UPGRADE EXISTING RESTROOMS |
| 3 | 200' SOFTBALL/LITTLE LEAGUE FIELD WITH DUGOUTS, UNDERDRAIN, SCOREBOARD AND LIGHTING, AND BLEACHERS   | 8  | TEE BALL BACKSTOPS                                   | 15 | ICE HOCKEY AREA                          | 22 | REMOVE EXISTING BUILDING/S                   | 29 | RESTROOM/SHELTER BUILDING  |
| 4 | 200' SOFTBALL/LITTLE LEAGUE FIELD WITH MULTIPLE BASE PATHS (50/70), SYNTHETIC TURF INFIELD, DUGOUTS, UNDERDRAIN, SCOREBOARD AND LIGHTING, AND BLEACHERS    | 9  | POOL AMENITIES: SHADE STRUCTURES                     | 16 | PARKING LOT EXPANSION (143 SPACES)       | 23 | SKATE PARK BEGINNER AREA ADDITION            | 30 | RETAINING WALL             |
| 5 | 200' SOFTBALL/LITTLE LEAGUE FIELD WITH MULTIPLE BASE PATHS (48/50/70), SYNTHETIC TURF INFIELD, DUGOUTS, UNDERDRAIN, SCOREBOARD AND LIGHTING, AND BLEACHERS | 10 | POOL AMENITIES: RUBBERIZED SURFACE PLAYGROUND        | 17 | PARKING LOT REDEVELOPMENT (4 ADA SPACES) | 24 | CONNECTING WALKS                             | 31 | STORMWATER MANAGEMENT AREA |
|   |  | 11 | POOL AMENITIES: RELOCATED FENCING                    | 18 | PARKING LOT REDEVELOPMENT (180 SPACES)   | 25 | BENCHES WITH COMPANION AREA ON CONCRETE SLAB |    |                            |
|   |  | 12 | POOL AMENITIES: REMOVE EXISTING VOLLEYBALL           | 19 | EXISTING PARKING (approx. 167 SPACES)    | 26 | DUMPSTER AREA (15'x25')                      |    |                            |



## VILLAGE OF WESTON KENNEDY PARK ■ PREFERRED MASTER PLAN



**RETTLER**  
corporation

3317 BUSINESS PARK DRIVE  
STEVENS POINT, WI 54482

## **Exhibit B**

# **DCE Youth Baseball Park Project Fund Community Improvement Fiscal Sponsorship Fund Agreement**

On May 23, 2024 the Board of Directors of the Community Foundation of North Central Wisconsin, Inc. (“Foundation”) approved the fiscal sponsorship and the establishment of a Community Improvement Fiscal Sponsorship Fund for the DCE Youth Baseball Park (“Project”). The Foundation has created a restricted component fund designated for the DCE Youth Baseball Park Project Fund (“Fund”), and agrees to grant to the Project all amounts that it deposits to the Fund, less any administrative charges as set forth below, subject to the following terms and conditions:

### **1. Use of Funds**

The Project shall use the granted funds solely for the Project as described in the Fiscal Sponsorship Application. The Project shall return to the Foundation any portion of the amount granted which is not used for the Project. Any changes in the purposes for which grant funds are spent must be approved in writing by the Foundation before implementation. If the Project breaches this Agreement, or if the Project's conduct jeopardizes the Foundation's legal or tax status, the Foundation may withhold, withdraw, or demand immediate return of grant funds. The Foundation may also dissolve any Fund at any time as allowed by law. Any tangible or intangible property, including copyrights, obtained, or created by the Project as part of the Project shall remain the property of the Project.

### **2. Fundraising**

The Project may solicit gifts, contributions, and grants to the Foundation, earmarked for the Foundation's restricted fund for the Project. All fundraising must strictly adhere to the Foundation's Fundraising Policy, a copy of which is attached hereto and incorporated herein by reference. Failure to comply with the Foundation's Fundraising Policy may result in the dissolution of the Fund. The cost of any reports or other compliance measures required by such funding sources shall be borne by Project.

### **3. Fees**

For its services, the Foundation shall assess a 5% charitable support fee on all gifts and retain all interest earnings from the Fund. The Foundation may also assess the Fund to cover any unusual expenses incurred in connection with the administration of the Fund. All donations receive a charitable tax credit so therefore, are irrevocable, and the Foundation has exclusive legal control over all gifts contributed to the Fund.

### **4. Term of Fund**

The term of the Fund shall expire three years from the date of this agreement. If the Project's fundraising has not been completed by that date, the Project may request for an extension from the Foundation Board of Directors. The request must include fundraising details and a proposed timeline for completion. If the Project fails to submit a request for an extension, or if the

Foundation Board of Directors denies the request, the Board shall use variance power to redirect the Fund balance to a like project.

#### **5. No Agency**

Nothing in this Agreement shall constitute the naming of the Project as an agent or legal representative of the Foundation for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and the Project shall make no such representation to anyone.

#### **6. No Lobbying or Campaigning**

The Fund shall not be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between the Foundation and the Project. Further, the Project shall not use any portion of the Fund granted to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).

#### **7. Notice of Change**

The Project shall notify the Foundation immediately of any change in (a) the Project's legal or tax status, and/or (b) the Project's executive or key staff responsible for achieving the Project goals.

#### **8. Obligation to Ensure Charitable Use of Fund**

The Fund created to support the Project is a component fund of the Foundation, and its assets are assets of the Foundation. Thus, the Fund is subject to the Foundation's governing instruments, including the Foundation's power to modify any restriction or condition on the distribution of funds for any specified charitable purposes, or to specified charitable purposes, or to specified organizations if, in the sole judgment of the Foundation Board of Directors (without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.

#### **9. Approval of the Project's Publicity**

The Project shall allow the Foundation to review and approve the content of any and all proposed publicity concerning the Project prior to its release and shall recognize the Foundation in all publicity materials related to the Project.

#### **10. Approval for the Foundation's Publicity**

The Project shall allow the Foundation to include information about this grant in the Foundation's periodic public reports, newsletter, news releases, social media postings, and website. This includes the amount and purpose of financial support provided to the Project, any photographs provided to the Foundation, any logo or trademark belonging to the Project of the Project, and other information and materials about the Project.

**11. Indemnification**

The Project hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Foundation, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the Project, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, trustees, employees, or agents.

**12. Choice of Law**

This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin applicable to agreements made and to be performed entirely within such State.

**13. Prior Agreements**

This agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Community Project Fiscal Sponsorship Fund Agreement effective on the 23 day of May, 2024

DocuSigned by: <i>Jim Olafson</i>	6/8/2024
5172A4068C1E4EC... Jim Olafson Friends Of Kennedy Park Project	Date

Accepted on behalf of the Community Foundation of North Central Wisconsin, Inc.

DocuSigned by: <i>Tim Parker</i>	5/28/2024
ADB88B9E5D3D258... Timothy S. Parker President/CEO	Date

**MEMORANDUM OF UNDERSTANDING**  
**Between DC**  
**Everest Youth**  
**Baseball**  
**And**  
**VILLAGE OF WESTON**  
**2024 - 2025**

The Village of Weston partners with multiple community organizations whose activities are recreation in nature and utilize Village facilities. When considering organizations for partnership, priority is given to those organizations based in the Village and/or within the D. C Everest School District communities. This will be especially true in situations where the Department receives applications from several groups of like discipline.

The Department desires community recreation opportunities and has entered into a relationship with DC Everest Youth Baseball for that purpose.

Itemized below are specific requirements to the memorandum of understanding, in regards to use of public facilities, between the **Village of Weston (Village) and D.C. Everest Youth Baseball (Partner)**.

**Responsibilities and Duties**

**A. RESPONSIBILITIES OF THE DEPARTMENT**

1. Groups shall receive second priority behind the Village for use of parks and recreation facilities. Field and facility assignments for all groups will be based on availability and group size. Facilities will not be reserved for practices or games until all required information is submitted along with a written schedule from the league coordinator or school district representative.
2. Within budget limitations and in accordance with Village procedures and policies, Parks & Recreation will provide, free of charge, concession stand/building usage for regular season play. When two or more organizations request use of the same concession facility, a schedule will be created by the Village to fairly allocate the space.
3. Free promotion on Village web site including contact information and registration dates, as space allows.
4. Shall work with the affiliated groups toward facility improvements within budget limitations.
5. Will provide use of Village equipment to include goals, benches, scoreboards, etc. as available at no charge. Lost or damaged items will be replaced at the group's expense.

**B. RESPONSIBILITIES OF PARTNER**

1. Groups shall not restrict participation on the basis of race, color, religion, creed, national origin, sex or disability.
2. Groups must either have a registration policy that is open to all regardless of past participation or an open try-out to fill slots.
3. Requests for expansion of existing programs to include the length of the season will only

be considered during the annual renewal process.

4. Groups who provide opportunities for youth under the age of 18 will be required to complete criminal history and sexual offender checks on all adults who have regular contact with children initially and every two years thereafter. All checks must be complete prior to any contact with children. Failure to comply will result in immediate termination of affiliate status. Individuals found guilty of the following will not be allowed to volunteer with youth: any sex offense regardless of the amount of time since the offense, any violent felony regardless of time since offense, any felony other than violent or sexual within the past 10 years, any violent misdemeanor in the past seven (7) years, any drug and alcohol offense in the past five (5) years or multiple offenses in the past 10 years, and any other misdemeanor within five (5) years considered a potential danger to children.

5. Shall designate one point of contact for all communication and correspondence with the Village.

6. Submit volunteer hours by June 1 each year to the Parks Administrator.

7. An appropriate representative from each group will attend one annual meeting to discuss shared facility and/or program issues.

8. Report all maintenance issues and damage within 24 hours to the department.

9. Control vehicles of participants and confine them to designated roadways and parking areas.

10. Leave facilities in as good as or better state of cleanliness as upon arrival.

11. Return all issued keys within one week of the close of each season.

12. Request annual reservation dates, in writing, to the Department during the annual renewal process for facilities to house activities, as well as submit in writing any changes to the original request within designated timeframes. Failure to do so may result in immediate suspension of facility use.

13. Adhere to all facility request procedures and park rules and regulations including allowing community use of any equipment left on Village property. The Village is not responsible for any damage to equipment or structures placed on Village property and must be approved in advance.

14. Groups wishing to host tournaments shall cover costs for additional work/materials above and beyond normal day-to-day operations and maintenance.

15. Groups need to seek approval from the Village prior to completing any alteration or enhancements to buildings, fields or other park areas.

### **Insurance and Fees**

A. Partner will provide liability insurance coverage of \$1 million naming the **VILLAGE OF WESTON** as additionally insured and submit copy to the Department.

B. Partner shall hold the Village of Weston harmless for any injury to its members arising from the use, enjoyment, installation or maintenance of the Village facilities.

C. Participants of groups that use Village of Weston fields and facilities will be charged a facility usage fee to recover a portion of the operating costs of Village facilities. Resident individuals will be charged \$15 per season per sport or activity, and nonresidents will be charged \$25 per season per sport or activity. Groups are responsible for submitting their roster and the appropriate check to the Village at the beginning of each season. If additional participants are added during the season, the organization is responsible for sending a check to the Village for the appropriate fee.

**Terms of Agreement**

- A. This Agreement will be in effect through August 31, 2025 and will be renewed automatically for successive one year terms after required paperwork is submitted unless either party gives the other 60 days’ notice that they do not wish to renew.
- B. This Agreement replaces any previous agreements between the two parties.
- C. The responsibilities may subsequently be changed only by a written agreement between all parties, as an addendum to this document.

**Disputes**

- A. Any concerns or grievances should be brought up immediately to seek resolution.
- B. Both parties will appoint representatives to an oversight team who will initiate this process. This shall include the Parks Administrator and the president of the organization.

**Termination of Agreement**

- A. Either party may terminate the agreement with 30 days’ notice if necessitated by either philosophical differences or changing goals, or for failure to adhere to the responsibilities outlined above.

**Programs Covered by Partnership Agreement:**

**Payment Seasons:**

\_\_\_\_\_  
Village of Weston President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization President or Authorized Representative

\_\_\_\_\_  
Date

## AGREEMENT FOR SEASONAL PARK USE

This AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Wausau, hereinafter referred to as “**CITY**” and Wausau Youth Baseball & Softball, Inc., hereinafter referred to as “**WYBSI**”. The Wausau and Marathon County Parks, Recreation, and Forestry Department, hereinafter referred to as “**DEPARTMENT**”, shall act as the authorized agent of the **CITY** in the administration and execution of this agreement.

The **CITY** hereby grants **WYBSI** permission to utilize the baseball diamonds at Airport, Athletic, Boileau, Brockmeyer, Memorial, Oak Island and Scholfield Park and the softball diamonds at 3-M Park.

Based upon mutual consideration set forth herein, it is hereby agreed by and between the **CITY**, **WYBSI** and **DEPARTMENT** as follows:

This AGREEMENT and its terms shall commence upon the execution of this AGREEMENT, and shall terminate on September 15, 2024.

1. **WYBSI** will have the use of baseball diamonds at Airport, Athletic, Boileau, Brockmeyer, Memorial, Oak Island, Scholfield Park and the softball diamonds at 3-M Park between the dates of April 15, 2024 and September 15, 2024 as scheduled with authorized agents of the **DEPARTMENT** for the purpose of baseball and softball games and practices only. Tournaments involving **non-WYBSI** teams are not covered by this agreement and will be dealt with on a case by case basis.

A schedule of games to be played shall be submitted to the **DEPARTMENT** at 212 River Drive, Suite 2 at least seven (7) working days before scheduled use. Times of all games will be included with the schedule.

2. **WYBSI** specifically agrees to comply with applicable federal, state, and local codes, statutes, laws, regulations, and ordinances, and to obtain all necessary permits.

3. The use of the above-referenced facilities shall be available to **WYBSI** for no annual fee except as follows:

- A.) **WYBSI** agrees to pay for the use of Athletic Park the fee of \$200.00 per game plus \$28.00 per hour for field lights. **WYBSI** also agrees to pay all taxes, if applicable; such payment, including taxes, to be made within thirty (30) days of billing.
- B.) **WYBSI** agrees to pay for the use of Sunnyvale Softball Complex with the fee of \$36.00 per game for commercial, adult, and high school, \$30.00 per game for youth, plus \$10 an hour for field lights. **WYBSI** also agrees to pay all taxes, if applicable; such payment, including taxes, to be made within thirty (30) days of billing.

4. **WYBSI** agrees to pay the **DEPARTMENT** ten (10) percent of gross admission receipts collected for **WYBSI** games at the above-referenced facilities where an admission fee is charged. **WYBSI** understands the ten (10) percent is in addition to the \$200.00 per game fee at Athletic Park. The above payment, if applicable, excluding state and local sales taxes, to be made within thirty (30) days of billing.

5. **WYBSI** shall not access any portion of the following areas within Athletic Park without prior, written consent from Wisconsin College Baseball: the Clubhouse, Luxury Suites, 1<sup>st</sup> and 3<sup>rd</sup> Base Group Outing Areas, Concession Stands, Press Box, Ticket Office, Retail Store, and Storage Shed.

6. The **DEPARTMENT** may reschedule the dates or times of the above-referenced use of said facilities for just cause, upon written notice at least ten (10) working days in advance of the activity, mailed to **WYBSI**; the date of postmark on the envelope shall be day one of the ten (10) day period.

7. **WYBSI** hereby agrees that it, and anyone using the facility during the agreed upon times, shall abide by all rules and regulations in effect which govern the use thereof, and **WYBSI** agrees that it will provide supervision during the times when the facilities are used pursuant to this AGREEMENT in order to, insofar as possible, insure that those rules and regulations are complied with.

8. **WYBSI** agrees to make no additions, alterations or changes to the buildings or grounds in or on the premises without the prior written approval of the **DEPARTMENT**. Per the agreement dated June 21, 1991, **WYBSI** is responsible for the maintenance and operation of the lights at Oak Island Parks Rose Bowl Athletic Field.

9. To keep the leased premises and surrounding grounds in a clean, neat condition when occupied.

10. The **DEPARTMENT** reserves the right to enter upon the premises at all reasonable times for the purpose of inspection and making such repairs and improvements as it shall deem necessary.

11. By virtue of its AGREEMENT with the **CITY**, a public entity, **WYBSI** agrees to comply with all federal, state and local laws, statues, codes and ordinances, including, but not limited to because of enumeration, the Civil Rights Act of 1964, the Wisconsin Equal Rights law and the Americans With Disabilities Act. In connection with the performance of work under this AGREEMENT, **WYBSI** agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall, by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. **WYBSI** is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its AGREEMENT with the **CITY**, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. **WYBSI** shall provide a similar notice to subcontractors.

12. **WYBSI** shall not commence use of said premises until all insurance required under this paragraph is obtained, and such insurance has been approved by the **DEPARTMENT**, nor shall **WYBSI** allow any subletting of premises to commence until all similar insurance requirements have been obtained and approved.

A) **Worker's Compensation Insurance.** **WYBSI** shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation insurance for all of its employees employed at the above-referenced facilities.

B) **General Liability, Professional Liability and Property Damage Insurance.** **WYBSI** shall secure and maintain in force throughout the duration of this AGREEMENT such General Liability, Professional Liability and Property Damage Insurance as shall protect him/her and any sub-user covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from use under this AGREEMENT, whether such use be by **WYBSI** or by any sub-user or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

- Comprehensive General Liability: \$1,000,000 per occurrence and \$2,000,000 in aggregate for Bodily Injury and Property Damage.

13. **WYBSI** shall furnish the **DEPARTMENT** with a Certificate of Insurance, countersigned by a Wisconsin Resident Agent or Authorized Representative indicating that **WYBSI** meets the insurance requirements identified above. To name MARATHON COUNTY and the CITY OF WAUSAU, as "Additional Insured" in respect to this AGREEMENT. The carrier of insurance shall be approved by the **DEPARTMENT** and shall include a provision prohibiting cancellation of said policies except upon thirty (30) days prior written notice to the **DEPARTMENT**. A copy of the Certificate of Insurance shall be

delivered no later than fifteen (15) working days prior to the commencement of this AGREEMENT.

14. In the event of any damage or destruction to said premises caused by **WYBSI**, its members, its employees, its patrons, or those using a facility during the times when the facility is being used pursuant to this AGREEMENT, the person or persons causing the damage or destruction shall be primarily liable for said damage or destruction. **WYBSI**, however, agrees to reimburse the **CITY** for any and all expenses incurred in repairing and/or restoring and/or reconstructing the premises if said damage or destruction was caused by anyone using the facility pursuant to this AGREEMENT who is a member, employee, patron or participant in the activity sponsored by **WYBSI** and in the event said individual(s) is/are not financially responsible.

15. **WYBSI**, hereby agrees to release, indemnify, defend, and hold harmless Marathon County, the City of Wausau, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of **WYBSI**, its officers, officials, employees, agent or assigns.

16. This AGREEMENT shall not be assignable or otherwise transferable, or any part of the premises sublet by **WYBSI**, unless permission is given by the **DEPARTMENT**.

17. This AGREEMENT represents the entire AGREEMENT by and between the undersigned parties, and no other conditions may be implied or inferred. This AGREEMENT may be amended only by written amendment duly signed by all parties. The AGREEMENT replaces, supersedes and invalidates all prior AGREEMENTS by and between the parties herein concerning use of the park facilities described in this AGREEMENT.

18. The management and administration of the above-referenced facilities are wholly and exclusively under the jurisdiction of the **CITY** or its administrative representatives and that, in the event of any dispute as to the meaning of any of the terms of this agreement, the **CITY**, Director or authorized agent shall define said terms and conditions subject to the rights of the parties herein, as further set forth in this AGREEMENT.

19. It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-user to **WYBSI** as an inducement for the award as a sub-user.

20. Notwithstanding anything contained in this AGREEMENT to the contrary, no Event or Default shall be deemed to have occurred under this AGREEMENT if adequate funds are not appropriated during a subsequent fiscal period during the term of the AGREEMENT so as to enable the **CITY** to meet its obligations hereunder, and at least thirty (30) days written notice of the non-appropriation is given to **WYBSI**.

21. If any provision of this AGREEMENT is declared invalid by a court of competent jurisdiction, the remaining provisions of the AGREEMENT continue in full force and effect.

22. The CITY reserves the right to cancel this AGREEMENT as it pertains to their respective facilities at any time, for just cause, by advance notice in writing from the CITY to WYBSI by certified mail, in the event that any of the provisions of this AGREEMENT are, in the opinion of the CITY, violated by WYBSI, giving a reasonable opportunity within which to cure the breach.

23. The CITY may cancel this AGREEMENT, or any part thereof, at any time, without notice, in the event the CITY is unable to provide adequate facilities, or facilities which in the opinion of the DEPARTMENT are safe; the CITY shall not be liable for any damages because of such cancellation.

24. That WYBSI is an independent contractor, and not an employee of the CITY or DEPARTMENT and as WYBSI assumes full responsibility for any liability which may arise out of the use of the park facilities.

25. That in the event WYBSI shall fail, neglect, or refuse to carry out the terms of this AGREEMENT, including the payment of the rental as heretofore provided, then the rights of said WYBSI shall be forfeited, and the CITY is authorized to immediately take possession of their respective park facilities.

26. WYBSI hereby certifies that neither it nor any of its principal officers or officials have ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. WYBSI further agrees and certifies that this clause shall be included in any subcontract of this contract.

The undersigned parties, by their signatures, attest that they are duly authorized by their respective organizations to enter into this AGREEMENT:

**WAUSAU AND MARATHON COUNTY  
PARKS, RECREATION, AND  
FORESTRY DEPARTMENT**

212 River Drive, Ste. 2 Wausau, WI 54403-5476

Jamie Polley

Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**MARATHON COUNTY PARK DEPARTMENT**

**Courthouse, Wausau, Wisconsin**

**AGREEMENT FOR SEASONAL PARK USE**

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Marathon County Park Department, hereinafter referred to as “**DEPARTMENT**”, and MC United, hereinafter referred to as “**MCU**”.

The **DEPARTMENT** hereby grants **MCU** permission to utilize the facility known as Peoples Sports Complex. The departments mission for the Sports Complex is to make it known throughout the state as having the best natural turf fields so that sports teams will come from long distances to enjoy play on these fields.

Based upon mutual consideration set forth herein, it is hereby agreed by and between Marathon County, the **DEPARTMENT**, and **MCU** as follows:

This AGREEMENT and its terms shall commence upon the execution of this AGREEMENT, and shall terminate on November 30, 2024.

1. **MCU** will have the use of the soccer fields at the Peoples Sports Complex with permission of **DEPARTMENT** between the dates of May 1, 2024 and October 14, 2024 for the purpose of scheduled games and practices and from October 15, 2024 to October 30, 2024 for scheduled games only. The previously provided dates are established to provide annual targets of usage. **MCU** may request limited additional uses outside of the previously provided date range. The **DEPARTMENT** will review and approve or deny each request on a case-by-case basis. Factors considered while reviewing each request include but are not limited to the current field conditions, weather forecasts, facility needs, and staffing availability. **MCU** must submit all requests for additional uses in writing to the **DEPARTMENT** no more than 14 days before the requested usage date.

A preliminary schedule of soccer games and practices shall be submitted to the **DEPARTMENT** by April 15. A final schedule of soccer games and practices shall be submitted to the **DEPARTMENT** at least seven (7) working days before scheduled use. Times of all games will be included with the schedule.

**MCU** understands the use of all outdoor sports fields are weather dependent. The **DEPARTMENT** reserves the right to postpone or restrict the use of the sports complex fields during periods of time where usage could be detrimental to the facility. The **DEPARTMENT** and **MCU** have a vested interest in the continued operation and success of the sports complex throughout the playing season. The **DEPARTMENT** will not postpone or restrict usage of the facility without just cause. Examples of existing conditions that could cause the **DEPARTMENT** to consider postponement or restriction of usage includes but is not limited to wet or soft fields, delayed growing season of 50 degree soil temperatures, excessive wear and tear resulting in degradation of playing surfaces, premature end of growing season through temperatures, frost, and snow conditions or damage to facility infrastructure.

The **DEPARTMENT** shall provide **MCU** with as much advanced warning as possible when it requires postponements and/or restrictions on the above field use. In efforts to keep communication channels open the **DEPARTMENT** and **MCU** should share frequent communications with regards to current field conditions and projected field use outlook including discussion before the season begins. Should the start date of usage be delayed, the **DEPARTMENT** shall provide a minimum of 7 days notice to **MCU**. **MCU** understands that some field postponements or restrictions are products of unpredictable

circumstances and cannot be forecasted prior to occurrence.

2. **MCU** specifically agrees to comply with applicable federal, state, and local codes, statutes, laws, regulations, and ordinances, and to obtain all necessary permits.

3. **MCU** agrees to pay for the use of this facility the fee of \$39 per player plus \$50.00 per hour for field lights (billable in 15 minute increments) and **MCU** also agrees to pay all taxes, if applicable; such payment, including taxes, to be made within thirty (30) days of billing.

If opening season start date of usage for spring state teams is delayed by more than 7 days, the **DEPARTMENT** and **MCU** will discuss and negotiable potential discount per player pricing for individuals who play on spring state teams. Specific point that will be consider during the discussion are the per player fees, season start and end dates, and the percentage of season the complex was unavailable for use.

4. **MCU** agrees to pay the **DEPARTMENT** ten (10) percent of all gross gate admission receipts (in addition to the \$39 per player fee), for all games where an admission fee is charged; such payment, if applicable, excluding state and local sales taxes, to be made within thirty (30) days of billing. No gate admission fees shall be allowed without prior written consent from the **DEPARTMENT**.

5. The **DEPARTMENT** may reschedule the dates or times of the above-referenced use of said facilities for other significant rental uses, upon written notice at least 30 days in advance of the activity, mailed to **MCU** at the address provided on signature page. Examples of significant rental uses includes but is not limited to large community events and sports tournaments.

6. **MCU** is a user of the facility which supports multiple users.

7. **MCU** hereby agrees that it, and anyone using the facility during the agreed upon times, shall abide by all rules and regulations in effect which govern the use thereof, and **MCU** agrees that it will provide supervision during the times when the facilities are used pursuant to this AGREEMENT in order to, insofar as possible, insure that those rules and regulations are complied with.

8. To make no additions, alterations or changes to the buildings or grounds in or on the premises without the prior written approval of the **DEPARTMENT**.

9. To keep the leased premises and surrounding grounds in a clean, neat condition when occupied.

10. The **DEPARTMENT** reserves the right to enter upon the premises at all reasonable times for the purpose of inspection and making such repairs and improvements as it shall deem necessary.

11. By virtue of its AGREEMENT with the **DEPARTMENT**, a public entity, **MCU** agrees to comply with all federal, state and local laws, statues, codes and ordinances, including, but not limited to because of enumeration, the Civil Rights Act of 1964, the Wisconsin Equal Rights law and the Americans with Disabilities Act. In connection with the performance of work under this AGREEMENT, **MCU** agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall, by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. **MCU** is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its AGREEMENT with Marathon County, City of Wausau, and the **DEPARTMENT**, public entities. These requirements mandate reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. **MCU** shall provide a similar notice to subcontractors.

12. **MCU** shall not commence use of said premises until all insurance required under this paragraph is

obtained, and such insurance has been approved by the **DEPARTMENT**, nor shall **MCU** allow any subletting of premises to commence until all similar insurance requirements have been obtained and approved.

A) **Worker's Compensation Insurance.** **MCU** shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation insurance for all of its employees employed at the Peoples Sports Complex.

B) **General Liability, Professional Liability and Property Damage Insurance.** **MCU** shall secure and maintain in force throughout the duration of this AGREEMENT such General Liability, Professional Liability and Property Damage Insurance as shall protect him/her and any sub-user covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from use under this AGREEMENT, whether such use be by **MCU** or by any sub-user or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

- Comprehensive General Liability: \$1,000,000 per occurrence and \$2,000,000 in aggregate for Bodily Injury and Property Damage.

13. **MCU** shall furnish the **DEPARTMENT** with a Certificate of Insurance, countersigned by a Wisconsin Resident Agent or Authorized Representative indicating that **MCU** meets the insurance requirements identified above. The **DEPARTMENT**, MARATHON COUNTY and THE CITY OF WAUSAU, shall be named as "Additional Insured" in respect to this AGREEMENT. The carrier of insurance shall be approved by the **DEPARTMENT** and shall include a provision prohibiting cancellation of said policies except upon thirty (30) days prior written notice to the **DEPARTMENT**. A copy of the Certificate of Insurance shall be delivered no later than fifteen (15) working days prior to the commencement of this AGREEMENT.

14. In the event of any damage or destruction to said premises caused by **MCU**, its members, its employees, its patrons, or those using the facility during the times when the facility is being used pursuant to this AGREEMENT, the person or persons causing the damage or destruction shall be primarily liable for said damage or destruction. **MCU**, however, agrees to reimburse the **DEPARTMENT** for any and all expenses incurred in repairing and/or restoring and/or reconstructing the premises if said damage or destruction was caused by anyone using the facility pursuant to this AGREEMENT who is a member, employee, patron or participant in the activity sponsored by **MCU** and in the event said individual(s) is/are not financially responsible.

15. **MCU**, hereby agrees to release, indemnify, defend, and hold harmless Marathon County, the City of Wausau, the **DEPARTMENT**, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of **MCU**, its officers, officials, employees, agent or assigns.

16. This AGREEMENT shall not be assignable or otherwise transferable, or any part of the premises sublet by **MCU**, unless permission is given by the **DEPARTMENT** or its authorized agent.

17. This AGREEMENT represents the entire AGREEMENT by and between the undersigned parties, and no other conditions may be implied or inferred. This AGREEMENT may be amended only by written amendment duly signed by all parties. The AGREEMENT replaces, supersedes and invalidates all prior AGREEMENTS by and between the parties herein concerning use of the park facilities described in this AGREEMENT.

18. The **DEPARTMENT** may, for its convenience, terminate this AGREEMENT at any time by a notice in writing, from the **DEPARTMENT**, to **MCU** by certified mail. If the AGREEMENT is terminated by the **DEPARTMENT** as provided herein, **DEPARTMENT** shall be paid for time the facility was actually used prior to termination.

19. The management and administration of the Peoples Sports Complex is wholly and exclusively under the jurisdiction of the **DEPARTMENT** or its administrative representatives and that, in the event of any dispute as to the meaning of any of the terms of this agreement, the **DEPARTMENT**, Director or authorized agent shall define said terms and conditions subject to the rights of the parties herein, as further set forth in this AGREEMENT.

20. It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-user to **MCU** as an inducement for the award as a sub-user.

21. Notwithstanding anything contained in this AGREEMENT to the contrary, no Event or Default shall be deemed to have occurred under this AGREEMENT if adequate funds are not appropriated during a subsequent fiscal period during the term of the AGREEMENT so as to enable the **DEPARTMENT** to meet its obligations hereunder, and at least thirty (30) days written notice of the non-appropriation is given to **MCU**.

22. If any provision of this AGREEMENT is declared invalid by a court of competent jurisdiction, the remaining provisions of the AGREEMENT continue in full force and effect.

23. The **DEPARTMENT** may cancel this AGREEMENT, or any part thereof, at any time, without notice, in the event the **DEPARTMENT** is unable to provide adequate facilities, or facilities which in the opinion of the **DEPARTMENT** are safe; the **DEPARTMENT** shall not be liable for any damages because of such cancellation.

24. That **MCU** is an independent contractor, and not an employee of **DEPARTMENT** and as **MCU** assumes full responsibility for any liability which may arise out of the use of the park facilities.

25. That in the event **MCU** shall fail, neglect, or refuse to carry out the terms of this AGREEMENT, including the payment of the rental as heretofore provided, then the rights of said **MCU** shall be forfeited, and the **DEPARTMENT** is authorized to immediately take possession of the park facilities.

26. **MCU** hereby certifies that neither it nor any of its principal officers or officials have ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. **MCU** further agrees and certifies that this clause shall be included in any subcontract of this contract.

The undersigned parties, by their signatures, attest that they are duly authorized by their respective organizations to enter into this AGREEMENT:

**MARATHON COUNTY  
PARK DEPARTMENT**

212 River Drive, Ste. 2, Wausau, WI 54403-5476

Jamie Polley

Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2023SoccerESCMCUnited.doc

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF COSTA MESA  
AND THE SAVE OUR YOUTH (SOY)  
FOR JOINT CITY/SOY RECREATIONAL  
PROGRAMMING OPPORTUNITIES**

This Memorandum of Understanding ("Agreement"), entered into this 1st day of \_\_\_\_\_, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and the SAVE OUR YOUTH (SOY), to establish joint programming opportunities for the benefit of youth in Costa Mesa.

**MISSION STATEMENT**

It is the stated goal of this Agreement to have a working partnership between the City and SOY so as to provide positive recreational and arts opportunities in a safe, secure and accessible environment for all youth in the community.

**RECITALS**

Whereas, City is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of California.

Whereas, SOY is a charitable non-profit organization located in Costa Mesa, California, and is organized and exists pursuant to the laws of the State of California.

Whereas, SOY was established in 1993, and was founded through the hard work and steadfast vision of parents on the Westside of Costa Mesa who believed in providing teenagers an alternative to gangs.

Whereas, SOY serves low-income and at-risk youth and provides a safe and welcoming space for teens to find hope, to nourish a sense of self and an ability to grow, and to develop interests and skills to become productive members of society.

Whereas, the City is committed to providing programs and services in an equitable manner that enrich the lives of its youth and whose desire it is to expand its services to reach as many youth as possible.

Whereas, SOY has requested assistance from the City to provide recreational programming to the participants at the center to complement the services currently provided to the youth and teens. (Programs are described in Section 2 and are referred to collectively as the "Programs").

Whereas, City employs recreational leaders/specialists that are trained and equipped to lead recreational activities for youth and teen participants in the community and the City is willing to provide similar services to SOY participants according to the terms in the manner provided in this agreement.

Whereas, the City and SOY are joining together in a collaborative effort to provide recreational programs to the youth and teens in the community, and will create programming opportunities that can be mutually beneficial to SOY participants and the community. The Recreation Leader/Specialist assignments will be defined by both the City and SOY, and include but are not limited to sports and athletic programs, creative arts programs, theater and cultural arts programs, and educational programs.

Whereas, SOY is located in Districts 4 and 5 which have been identified as having insufficient open space and park amenities, and such a partnership would enable access to City facilities and services providing additional recreational opportunities.

Whereas, this partnership will also help increase the City's eligibility for grant opportunities that will support the shared values between the City and SOY to provide educational, cultural and athletic opportunities to all youth in Costa Mesa.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, City and SOY agree as follows:

## **1.0 TERM**

The term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on June 15, 2024, with an option for an additional two (2) year term, provided both parties are in agreement and unless previously terminated as provided herein.

## **2.0 CITY SERVICES**

**2.1 Services - General.** The program shall consist of the City providing a Recreation Leader and a Recreation Specialist employed by the Costa Mesa Parks and Community Services Department ("CMPCSD") to the function of joint programming with SOY. City staff members shall perform services under the supervision of the Recreation Supervisor and Parks and Community Services Director. The type and manner of performance of the Services should promote the values of the Parks and Community Services Department with an emphasis on equity, safety and collaboration.

**2.2 Services – Responsibilities** City will perform the following services:

- (a) Establish and maintain a liaison between SOY personnel and the Parks and Community Services Department.
- (b) Serve as a resource to SOY staff, members, and participants on recreation related programs, activities, and cultural experiences.
- (c) Provide support to SOY for recreational programming including but not limited to materials, supplies, and staffing as determined by the City Manager.

- (d) Assign one Senior Recreation Leader and two Community Services Leader IIIs to SOY for the purpose of providing programming opportunities at the SOY facility and/or City facilities for applicable recreation and cultural opportunities for the youth and teens that participate in the SOY program.
- (e) The Senior Recreation Leader/Leader IIIs will spend approximately 20 hours per week developing and implementing these programs with the help of SOY staff and participants at locations determined by both parties.

**2.3 Services - Discretionary** City may, in the sole discretion of the City Manager or her designee, perform the following services:

- (a) Interact with SOY Director, staff, and participants to create a request list of programs and activities.
- (b) Develop program content that includes a variety of subject matters to engage youth and teens in positive recreation and cultural opportunities, including the purchasing of required materials and/or solicitation of necessary services for those related opportunities.

**2.4 Services – Facilities** City may, at the discretion of the City Manager, authorize the use of City facilities for the purposes of the above listed programs at no-cost to SOY, provided the requested programming is supervised by City staff. These facilities include but are not limited to:

- Balearic Community Center
- Costa Mesa Senior Center
- Downtown Aquatic Center
- Downtown Recreation Center
- Downtown Teen Center
- Jack Hammet Sports Complex
- Lion’s Park Luke Davis Field
- Norma Hertzog Community Center
- TeWinkle Skatepark
- TeWinkle Sports Complex

The aforementioned facilities will need to be requested and scheduled in advance of the requested program to ensure no conflicts with existing user groups and the Field Use Allocation Plan.

**2.5 Services – Transportation** As the City has in its fleet passenger vans that can be used to transport up to 15 passengers, the City would provide transportation to and from selected destinations. These trips shall be scheduled with staff in advance of the excursion, and will require certified staff to drive the vans. All excursions will be single day activities, with no overnight stays included.

### **3.0 SOY DUTIES**

**3.1 Staff Liaison** SOY will designate a staff member to meet with the Recreation Specialist and Recreation Leader on a periodic basis to identify the needs of the youth and teens in the program. These meetings can include youth and teens, and incorporate a multitude of discussion points, as well as members of other non-profit organizations and volunteer groups. The liaison and the meetings are intended to be mutually interactive, and provide opportunity for input from all parties involved.

**3.2 SOY Personnel - Cooperation** SOY personnel shall cooperate with the Recreation Specialist and Recreation Leader to facilitate the performance of Services pursuant to this Agreement.

**3.3 SOY Facilities** SOY will provide access to the CITY staff for the purposes of meeting, planning, and preparing for activities, along with the necessary space to perform the activities. Facilities can include classrooms, outdoor athletic areas, or any other space included in the SOY facility. Access to the space must be reasonable and in line with the programming opportunities identified in this agreement.

### **4.0 OPERATIONAL PROCEDURES**

**4.1 City Staff** The Recreation Specialist and Recreation Leader will perform his/her duties in their approved City staff uniforms, unless otherwise dictated by the program or activity with which they are performing. This uniform will include their City of Costa Mesa Identification Card, which should be on their persons at all times.

**4.2 Services — Timing** City shall schedule each staff member for 10-20 hours per week, with approximately half of that time spent on actual programming with participants. Program hours will vary based on the type of program/activity, seasonality, and the needs of the community.

However, in the event of a declared disaster or other emergency, including a financial crisis (e.g. recession or economic downturn) the City has the sole authority to suspend priority staffing services as needed to address the exigent circumstances.

### **5.0 FUNDING**

**5.1 Financial** City shall provide Recreation Leaders/Specialists for the Services outlined in this Agreement in accordance with City's employment procedures and conditions.

**5.2 Funding of Personnel** City, in its sole discretion, shall determine which staff will be assigned to perform the services. The City will track all costs associated with the provision of staff including hours, both regular and overtime, as well as materials, supplies, and contract services costs. These costs will be provided to City Council and SOY on an annual basis for the duration of the agreement. Nothing in this agreement precludes the City from making staffing changes, as needed, to address budget shortfalls or contingencies that may arise in the future.

**5.3 Funding - Supplemental Services** SOY may request in writing that City provide additional staffing and/or services (services in addition to those performed during the normal programming), to assist with other SOY sponsored opportunities and/or programs. City may use its best efforts to provide the requested services; however, these supplemental services shall be considered on a case by case basis, and will require at least 6 weeks prior notice when scheduling or requesting support.

## **6.0 SPECIAL PROVISIONS**

**6.1 Selection of Staff** The Parks and Community Services Director will determine those individuals best suited for the assignments and advise SOY of the eligible candidates. The Director will consider input from the SOY Director as to the selection of staff, however the Director shall have sole discretion in their selection.

**6.2 Policy and procedures** The Recreation Leader/Specialist shall not supplant or alter the existing SOY personnel headcount.

**6.3 Grant Administrative Requirements** The City and SOY will be responsible for their own respective budgets, including funding all administrative duties and responsibilities. This includes receipt and disbursement of funds, financial reporting and grant management. The City and SOY should seek grant funding opportunities where both entities apply for grant opportunities as co-applicants to further bolster available funding for these programs.

## **7.0 TERMINATION**

SOY or City may terminate this Agreement without cause any time, by giving thirty (30) days' written notice to the other party. City shall continue to provide Services after notice to terminate and during the thirty (30) day notice period, unless SOY, in the notice, agrees that City need not perform Services. The notice shall be deemed given when personally delivered to the SOY or City representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage paid, and addressed to the appropriate representative as specified in this Agreement.

## **8.0 INDEMNIFICATION**

**8.1 SOY Obligations** SOY agrees to defend, indemnify and hold harmless City, its elected and appointed officials, officers, agents, employees, and volunteers from and against any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or in any way connected with SOY's negligent performance of this Agreement. SOY assumes workers' compensation liability for injury or death of its officers, agents, employees and volunteers, and, except as provided herein, assumes no workers' compensation responsibility for the elected and appointed officials, officers, and employees of the City.

**8.2 City Obligations** City agrees to defend, indemnify and hold harmless SOY, its officers, agents, employees and volunteers harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or in any way connected with City's negligent performance of this Agreement. Except as provided herein, City assumes workers' compensation liability for injury or death of its elected and appointed officials, officers, and employees, and assumes no workers' compensation responsibility for the officers, agents, employees and volunteers of SOY.

## **9.0 ASSIGNMENT**

This Agreement may not be assigned or transferred by either Party without the express written consent of the other Party.

## **10.0 NOTICE/REPRESENTATIVES**

The City and SOY have designated the following representatives to receive notices and act on their agency's behalf in the administration of this Agreement.

CITY: Parks and Community Services Director  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

DISTRICT: Save Our Youth (SOY)  
2045 Meyer PI Building E  
Costa Mesa CA, 92627

## **11.0 NO THIRD PARTY BENEFICIARIES**

This Agreement, including, but not limited to, the indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create, any benefit or liability to third parties.

## **12.0 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

**13.0 ATTORNEYS' FEES**

In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

**14.0 GOVERNING LAW**

This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

**15.0 AMENDMENTS**

Only in writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

**16.0 COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA:

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

SAVE OUR YOUTH (SOY):

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk  
City of Costa Mesa

Date: \_\_\_\_\_

CITY: APPROVED AS TO FORM:

CITY: APPROVED AS TO CONTENT:

\_\_\_\_\_  
City Attorney  
City of Costa Mesa

\_\_\_\_\_  
Parks and Community Services Director  
City of Costa Mesa

SOY: APPROVED AS TO FORM:

\_\_\_\_\_  
Chief of the Board  
Save Our Youth (SOY)

Date: \_\_\_\_\_

DRAFT

**Memorandum of Understanding**

Between

Village of Weston

AND

DC Everest Youth Baseball

**CO-OPERATION WITHIN PARK GROUNDS**

**PARTIES:** As majority stakeholders of park field usage, the Village of Weston and DC Everest Youth Baseball desire the mutual benefit of strengthening our co-operation with regards to the baseball fields within the Village system. Parties are designated as entities and not limited to current members.

**PURPOSE:** Desiring to establish this relationship between the two parties aims to further the development and promise of our quality park system while clarifying usage, fees, and guidelines.

**TERM:** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU nor not longer than 10 years. This MOW may be terminated, without cause, by either party upon four-week written notice, which shall be delivered by hand or by certified mail to responsible parties.

**RESPONSIBILITIES OF VILLAGE OF WESTON:** Party obligated to communicate all damage, movement, upkeep, and destruction of shared property on park grounds. Party obligated to communicate baseball related plans and allow feedback regarding fields or property within Parks Commission Plan and construction progress of Kennedy Park Improvement Plan. Party obligated to support DCEYB as first right of refusal, free usage, of identified parks (fields) listed below based on the

commitment from DCEYB for continuous improvement to listed parks (fields) from April to September. [Kennedy, Machmueller, Robinwood]. Party obligated to allow and support fund-raising efforts that directly impact baseball-related projects already agreed upon between the parties. Party allows DCEYB to speak on behalf of Village of Weston on fund-raising projects as long as all parties are updated on a minimum monthly timeframe.

RESPONSIBILITIES OF DC EVEREST YOUTH BASEBALL: Party obligated to communicate all damage, movement, upkeep, and destruction of shared property on park grounds. Party obligated to communicate baseball related plans and allow feedback regarding fields or property within Parks Commission Plan and construction progress of Kennedy Park Improvement Plan. Party obligated to committing field and structure upkeep with the long-term goal of continual improvement. Party to communicate all necessary fund-raising efforts to Village of Weston on a minimum monthly timeframe.

### **Current Stakeholders**

Olafson, James – President DC Everest Youth Baseball

Osterbrink, Shawn – Parks Director

Gebert, Jami – Village Administrator

**VILLAGE OF WESTON, WISCONSIN**  
**SHAWN OSTERBRINK, PARK DIRECTOR**  
**MONTHLY DEPARTMENT REPORT TO THE BOARD OF TRUSTEES**  
**#2025-4 FOR MARCH 2025**

**1.ITEMS OF SPECIAL NOTE**

**2. WORK PLAN PROJECTS**

1. Strategic Plan Initiatives

- Innovative Service Delivery
  - Working on a draft User Agreement for local organizations.

**3.Kennedy Park Renovation**

**Capital Campaign:**

4/21/25

The most recent Dine for a Cause night was held at Texas Roadhouse on April 7<sup>th</sup>. We have not received an update on the amount raised.

Working with the Rajek family on naming rights for field #4. We have some preliminary signage to present to the family. The Park Committee recommended approval, and the Village Board approved.

The Park Committee recommended approval and the Board approve the agreement with Full Nelson for the items in the proposed contract.

**Construction:**

4/21/25 Update

We are moving forward with working on structural engineering on the dugouts and retaining walls. Staff have also met with and are moving forward with the architectural on the multipurpose building, concession/restroom facility and the bathroom and shelter facility on the east side of the park.

The project officially gets advertised on 4/16/2025 for the first two fields with bids due on May 7<sup>th</sup>.

**Pickleball:**

4/21/25 Update

There is no new information currently.

### **Yellowbanks Canoe and Kayak Launch:**

4/21/2025 Update

The Park Committee recommended the approval of moving forward with the project. The Plan Commission recommended some changes to widen the entrance and adding curb to the project. Also, due to the amount of parking stalls a parking lot light will be required. Once a final design is completed, we can update the estimate for the cost of this project.

### **Disc Golf:**

4/21/2025 Update

Staff have measured the required amount of chain for each basket but have not obtained a cost for the new chain.

## **4. IDENTIFIED NEEDS**

## **5. MISCELLANOUS COMMENTS / ISSUES**

- Park Work – Staff have been prepping ball fields, painting foul lines, moving items out of Kellyland Park in anticipation of the Fuller Street construction, staff also removed the planters and bollards from Schofield Avenue prior to construction, equipment maintenance, and various other projects. Staff has also been preparing for the upcoming season at the Aquatic Center and in Parks by ordering parts and making repairs. Fischer Brothers is on site completing the post replacement and updated signposts.

**END OF  
PACKET**