VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING:	**PARK & RECREATION COMMISSION**
DATE AND TIME:	**WEDNESDAY, FEBRUARY 20, 2019 at 5:30 p.m.**
LOCATION:	**GERMANTOWN CONFERENCE ROOM A** **N112 W17001 Mequon Road**

CALL TO ORDER: This meeting has been given public notice in accordance with Wisconsin Statutes, Section 19.83 and 19.84 in such form that will apprise the general public and news media of subject matter that is intended for discussion and action.

I. **ROLL CALL:**

II. **APPROVAL OF MINUTES:** January 16, 2019

III. **PUBLIC INPUT:** Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.

IV. **CORRESPONDENCE:**

- Communication from Village Planning Department on Preliminary Plat for Woodland Ponds Estates Subdivision
- Communication from Village Planning Department on Preliminary Plat for Heritage Park North Subdivision

V. **OLD BUSINESS:**

1. 2019 Park & Recreation Department Capital Improvements Fund Budget
2. School District/Village of Germantown Intergovernmental Agreement (IGA)
3. Weidenbach Park Playground Project – Update on Project RFP and Schedule

VI. **NEW BUSINESS:**

1. Firemen's Park Shelter Project - Phase 1 Professional Services Contract with Ayres Associates – Review & Recommendation
2. Dheinsville Park Pavilion Project Update
3. 2019 Summer Recreation Programs – Update on Program Locations & Schedule
4. Woodland Ponds Estates Subdivision Preliminary Plat – Review & Discussion
5. Heritage Park North Subdivision Preliminary Plat – Review & Discussion
6. Village of Germantown 2050 Comprehensive Plan
7. Washington County Bikeway & Trail Network Plan

VII. **VILLAGE BOARD:**

VIII. **SCHOOL BOARD REPORT:**

IX. **DIRECTOR'S REPORT:**

X. **ANNOUNCEMENTS OF PUBLIC INTEREST:**

The next Park & Recreation Commission meeting will be **March 20th @ 5:30p.m.**

XI. **ADJOURNMENT:**

UPON REASONABLE NOTICE, *efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service please contact the Clerk's Office at (262)250-4740 at least 2 days prior to the meeting.*

VILLAGE OF GERMANTOWN
PARK & RECREATION COMMISSION MINUTES
CONFERENCE ROOM A
January 16, 2019

CALL TO ORDER: The meeting was called to order at 5:31 p.m. by Chair Coulthurst.

I. **ROLL CALL:** Chair Coulthurst, Commissioners Leukert, Knop, Stapelman, School Board Rep. Borden and Trustee Rep. Miller. Absent and excused was Commissioner Depies. Also present were Director Schroeder and Secretary Lemke.

II. **APPROVAL OF MINUTES:** ***Motion by Miller, seconded by Stapelman to approve the minutes of November 14, 2018 as presented. Motion unanimously carried.***

III. **PUBLIC INPUT:**

IV. **CORRESPONDENCE:**

V. **OLD BUSINESS:**

1. **FIREMEN'S PARK SHELTER & PARK DESIGN PLANS – PHASE 1 COST ESTIMATE** - Director Schroeder gave an overview of the previous discussion from the November 2018 meeting. Copes of the final report were included in packets with the cost estimates and site plans from Ayres Associates. Director Schroeder distributed an updated cost estimate for the site work and utilities for Phase 1. The price increase is for sanitary and water service after speaking with Larry Rataczak, Public Works Director. Also attached is the final feasibility study for the project. Phase 1 design services would add another $17-$20,000 to the project. The 2019 CIP Budget requests will be reviewed at the January 22nd General Government & Finance Committee Meeting. Director Schroeder stated he would like to see some utility and path work and lighting completed. The consensus of the Commission is to see the site work, utilities, path lighting and path work completed this year.

2. **2019 PARK & RECREATION OPERATING & CAPITAL IMPROVEMENT FUND BUDGETS** – The Public Hearing for the 2019 Village Budget was held on Monday, November 19th. The 2019 Budget was approved with no modifications to the 2019 Park & Recreation Operating Budget. The CIP Budget project requests ($750,000 – Firemen's Park Shelter, $60,000 – Weidenbach Park Playground, $50,000 – Friedenfeld Park Pathways) will be reviewed at the January 22nd GGF Meeting.

VI. **NEW BUSINESS:**

1. **SCHOOL DISTRICT/VILLAGE OF GERMANTOWN INTERGOVERNMENTAL AGREEMENT (IGA) -**
Meetings were held with the school district administrative staff was on November 19th, December 13th, and January 3rd. The Village Board discussed the School/Village IGA in closed session following each of those meetings to keep informed on the status of negotiations. At the December 13th staff meeting, the village was given an updated facility fee schedule. This fee schedule was approved by the Board of Education in December. Based on existing recreation program use, the impacts to the participants could range from $150,000 to $200,000 annually. The Village Board discussed this issue at the Monday, January 7th meeting with the direction given to communicate the fee increases to the program users.

Included in the packets is the letter and fee analysis chart that was emailed to families, as well as posted on the village website and department Facebook page. Director Schroeder stated the fee schedule was approved on Monday, January 14th by the Germantown School Board. The program fees for Kids Klub would be increased over a 2-year period. (50% rate the 1st year and 75% rate the 2nd year) The programs for Summer 2019 will increase immediately at 75%. Once we have the completed fee structure for the programs it will be made public so that people can begin to prepare for the fee increases. School Board Rep. Borden stated the School District has absorbed the costs of using the schools for 20 years and now the Village should look at absorbing some of these costs by raising fees and giving back to the community. Village Board Rep. Miller stated that the 2019 budget is already set for this year, and they would have to look further for 2020. The Commission asked School Board Rep. Borden if "Club" basketball teams are paying the same as Park & Recreation basketball? Borden stated he would verify and get the information to Director Schroeder.

2. **WEIDENBACH PARK PLAYGOURND PROJECT – AUTHORIZATION TO SEND REQUEST FOR PROPOSALS (RFP) TO PLAYGROUND VENDORS -** Included in the meeting packets is the draft Request for Bid Proposal and Project Timeline. Pending approval by the village, the plan is to send the RFP to selected playground equipment vendors the week of January 25th with a proposal deadline of March 1st. The project timeline incorporates an opportunity for public review and comment. The bid review and approval process will take in place in March/April with equipment ordered in May, with installation/site restoration completed in September.

3. **GERMANTOWN CRUSHERZ SOFTBALL FIELD USAGE AGREEMENT – REVIEW & RECOMMENDATION** – Included in the meeting packets is the affiliate agreement for 2019-2020. Following review and recommendation by the Park & Recreation Commission, this agreement will be sent to the Village Board for approval.

Motion by Miller, seconded by Stapelman to forward onto the Village Board with positive recommendation for approval. Motion unanimously carried.

4. **2019 PARK & RECREATION COMMISSION MEETING CALENDAR –** Secretary Lemke distributed the meeting calendar in December. It was also included in the meeting packets. All dates looked good to the Commission.

VII. VILLAGE BOARD REPORT: Rick stated that as of January 1st Public Hearings will now take place at the Plan Commission meetings instead of starting at the Village Board meetings. Letters of Public Hearings currently go to residents that live within 300 feet of the affected area. Rick stated he feels the distance should be changed especially when there is vacant land involved. The Briggs and Stratton facility is going up and water and sewer are in the process of being brought to the facility.

VIII. SCHOOL BOARD REPORT: Borden stated that the next Germantown School facility tour is scheduled for Thursday, January 17, 2019 starting at Kennedy Middle School at 4:30 p.m. The occupancy permits should be coming for the new PAC along with the Fieldhouse at the high school. The 2020 school calendar was approved, K5-8th grade will start September 3, 2019 and 9th – 12th grade will start on September 9, 2019.

IX. DIRECTOR'S REFORT:

Firemen's Park Shelter & Park Design Plans – Phase 1 Final Report & Phase 1 Cost Estimate – Attached is the final feasibility study for the project. Also attached is a cost estimate for Phase 1 site work and utilities. Phase 1 design services would add another $17-20,000 to the project. The 2019 CIP Budget requests will be reviewed at the January 22nd General Government & Finance Committee Meeting.

2019 Park & Recreation Operating & Capital Improvements Fund Budgets - The Public Hearing for the 2019 Village Budget will be held on Monday, November 19th. The 2019 Budget was approved with no modifications to the 2019 Park & Recreation Operating Budget. The CIP Budget project requests ($750,000 – Firemen's Park Shelter, $60,000 – Weidenbach Park Playground, $50,000 - Friedenfeld Park Pathways) will be reviewed at the January 22nd GGF Meeting.

SchoolDistrict/Village of Germantown Intergovernmental Agreement (IGA)– Meetings were held with the school district administrative staff was on November 19th, December 13th, and January 3rd. The Village Board discussed the School/Village IGA in closed session following each of those meetings to keep informed on the status of negotiations. At the December 13th staff meeting, the village was given an updated facility fee schedule. This fee schedule was approved by the Board of Education in December. Based on existing recreation program use, the impacts to the participants could range from $150,000 to $200,000 annually. The Village Board discussed this issue at the Monday, January 7th meeting with the direction given to communicate the fee increases to the program users. Included in the packets is the letter and fee analysis chart that was emailed to families, as well as posted on the village website and department Facebook page. The Board of Education will be reviewing and potentially approving the IGA at the January 14th meeting.

Weidenbach Park Playground Project – Authorization to Send Request for Proposals (RFP) to Playground Vendors - Included in the meeting packets is the draft Request for Bid Proposal and Project Timeline. Pending approval by the village, the plan is to send the RFP to selected playground equipment vendors the week of January 25th with a proposal deadline of March 1st. The project timeline incorporates an opportunity for public review and comment. The bid review and approval process will take in place in March/April with equipment ordered in May, with installation/site restoration completed in September.

Germantown Crusherz Softball Field Usage Agreement – Review & Recommendation – Included in the meeting packets is the affiliate agreement for 2019-2020. Following review and recommendation by the Park & Recreation Commission, this agreement will be sent to the Village Board for approval.

2019 Park & Recreation Commission Meeting Calendar – Included in the meeting packets is the proposed 2019 schedule of meeting dates.

Ball Diamond & Football Field Maintenance Projects – The department is utilizing monies in the Recreation Facility Fee Fund to continue with the ongoing improvements to park athletic fields. The ball diamond project with Total Lawn Care (TLC) started in November. Work includes cutting and removal of lips, adding ball diamond mix, and re-grading of the infields at Haupt Strasse, Kinderberg, Freistadt, and Friedenfeld Parks. Due to weather issues, work could only be completed at Freistadt Field and Kinderberg diamond.

Work will continue in Spring 2019. Total Lawn Care has also continued with the ongoing turf management program for the main football field at Friedenfeld Park. In both 2017 and 2018, TLC has top-dressed, over-seeded, and fertilized the entire field with sand/organic mix, utilizing an Aerivator.

Haupt Strasse Park Site Improvements – The public works/parks staff have removed the old playground equipment, and also installed drain tile in several areas of the park. The goal is to improve park usability for playground, soccer, and baseball/softball participants. Site work will continue in Spring.

Tree City USA – 2018 Application for Certification – Staff submitted the 2018 application to the WDNR by the 12/31/2018 deadline. The village has successfully met all requirements of the program. The report has now been submitted to the Arbor Day Foundation for final approval.

Alt Bauer Park Forestry/Pathway Project – With the help of the mild December weather, the DPW/Parks crews were able to complete the remaining sections of the project. This included removal of underbrush, invasive species, as well as dead and/or dying trees along the interior trail corridor, and around the tennis and basketball courts. The forestry work was completed by December 12th, with stone installed on the pathways the week of December 17th.

Recreation Division Report –
The department has 46 programs starting in January including: Bucketeers, 1st/2nd Grade Buckets, Hoopsters, Poms, Power/Pixies Poms, Tae Kwon Do, Yoga, Yoga Trial Class, TRX, Learn, Burn & Build Self Defense Techniques, Functional Fitness, Functional Fitness Senior Edition, Body Basics, Restore Your Core, PULSE, Pilates Mat, Tai Chi, Sporties for Shorties, Barre Fitness, Strength Training, Sewing Classes, Acrylic Painting, Wellness Classes – Well Women & The Pelvic Floor, Afterschool Volleyball (3 sites), Learn to Skate, Into to Hockey, Belly Dancing, Archery, Girls Softball Hitting Clinic, Indoor Tennis, Oodles of Art, Preschool playgroup, Story Stretchers, Youth & Little Tykes Martial Arts, Kids Choir, Therapy Dog Screening, Pickleball, Music Fun, Music Fun for Babies, Music Fun for Families, and the Field Trip to Kalahari.
Programs cancelled due to low enrollment: Zumba, Zumbini, Mac Arthur Afterschool Volleyball.

Upcoming events include the following:

Teen Trip to Kalahari: Co-sponsored by Germantown Youth Futures we are running a field trip to Kalahari Indoor Water park on Friday, January 25th. Trip is for teens grades 6-12 and openings still exist.

Snowman/Snow Creature Building Contest: We are looking for the best snowman/creature builders in the Village. To enter, families simply have to pre-register and submit a photo of their masterpiece with the builder standing by it. Deadline to submit photos is February 15th. We look forward to seeing the creative entries!

X. **ANNOUNCEMENTS OF PUBLIC INTEREST:** The next meeting will be held at 5:30 p.m. on February 20, 2019.

XI. **ADJOURNMENT:** There being no further business, the meeting was adjourned at 6:48 p.m.

Shannon Lemke

Shannon Lemke
Park & Recreation Secretary

FACILITY USAGE AGREEMENT
BETWEEN THE VILLAGE OF GERMANTOWN
AND THE
GERMANTOWN SCHOOL DISTRICT

The Village of Germantown ("the Village"), a Wisconsin Municipal Corporation represented by its Village Board of Trustees ("Village Board") and the Germantown School District ("the District"), a Wisconsin Public School District represented by the authority of the Germantown School District Board of Education ("School Board"), collectively referred to as "the Parties", hereby enter into an Intergovernmental Agreement to serve their common interests and that of the community pursuant to the authority provided for in Section 66.0301, Wis. Stats., as set forth below.

WHEREAS, the Village operates several community programs for its residents and the District school buildings and school grounds contain facilities (the "Facilities") suitable for use as sites for many of these Village programs;

WHEREAS, the parties have previously been party to an Intergovernmental Agreement for the shared use of District facilities, the most recent of which expired on August 31, 2018 and the Parties wish to renew that relationship;

NOW, THEREFORE, in consideration of the mutual obligations and promises set forth in this Agreement, the Parties agree as follows:

1. **Purpose:** The Village may make reasonable use of the Facilities for its educational and recreational programming in such a manner and under such time terms as described in this Agreement. All programming shall be lawful, consistent with the legal obligations and limitations applicable to either governmental entity, including but not limited to the maintenance of safety and security in school facilities, respect for constitutional obligations of each Party, and consistent with the District's established rules and regulations governing the use of its Facilities for, among other purposes, compliance with insurance requirements.

2. **Right of Usage:** The Village is permitted nonexclusive use of the Facilities for its programming needs. Given the nature of the programming, the volume of usage it involves, the recurring nature of said programs, and the Parties interest in avoiding conflicts with other Facilities usage requests, the Village shall communicate its Facilities needs to the District for each period of programming at the earliest possible time after such programming schedule is established and the Village has engaged in efforts to communicate programs to the public, but in no event later than the following dates:

    a. For Programming that takes place during the school year (August 25 through June 15) — By June 30

    b. For programming during the Summer — By April 1

The Village's schedule of activities and events presented to the District under this section shall include (a) start date/end date of the program/event; (b) a brief description of the program/event; (c) the Facilities required for the program/event; (d) the approximate number of hours the program/event will require Facilities during the duration period of the program/event identified by the Village. The District shall notify the Village within 5 business days of its receipt of a schedule of any known conflicts for Facilities usage requests and the Parties shall work in good faith together to identify suitable alternatives if appropriate.

3. **Compliance with Policies:** The Village acknowledges that the Facilities are governed by District policies enacted by the School Board and amended by the School Board from time to time. Such policies are available at the District's website or by request from District officials. The Village is responsible for compliance with those policies, except as provided herein to the extent the terms of the Agreement are in conflict with policy.

4. **Term of Agreement:** This Agreement shall commence with the beginning of Programs scheduled by the Village to begin on or after May 15, 2019. This Agreement shall continue for a period of two (2) years through the conclusion of the Summer programs of the Summer of 2021.

   All programs currently operating or that will start prior to that date shall be governed by the terms of the Parties agreement which expired August 31, 2018, but which has continued to be and shall continue to be the Agreement governing the Parties relationship relative to the subject matter herein until such time as this Agreement takes effect.

5. **Fees Associated with Programming and Usage:** This Agreement shall govern the payment and assessment of facilities and program fees pertaining to the Village programming which will utilize the Facilities and shall first apply to programs that begin on or after May 15, 2019. All fee rates based on District policy fee schedule for Priority 4 users. The current fee schedule is attached hereto as **Addendum B**, and may be adjusted no more frequently than annually by the Board.

   a. Standard Usage Fees: The Village shall be permitted to use the Facilities as otherwise described in this agreement and District policy, at a rate of 75% of the applicable published rate for the particular room per hour.

   b. Facilities fee for Village Kids Klub programs, including the school year and summer programs. The Village shall be charged a fee based on the applicable board approved fee schedule, with the following discounts:

Programs beginning on or after May 15, 2019 but before May 15, 2020	At a rate of 50% of the applicable hourly rate under the Fee Schedule

Programs beginning on or after May 15, 2020	At a rate of 75% of the applicable hourly rate under the Fee Schedule

c. Program Fees: The Village may set participant or user fees for its programs as it deems appropriate. Nothing in this Agreement shall restrict or otherwise govern the manner in which such fees are established, except that the Village agrees to permit all School District residents the right to participate in programs governed by this Agreement at the same rate as Village of Germantown residents.

d. Excluded Facilities: Any facility subject to state or federal grant-based or other limitations regarding the District's authority to assess a user fee shall be subject to the fees described herein only to the extent permissible by such limitations. All other provisions of this Agreement shall apply. At the time of the execution of this Agreement, this provision applies to the District's tennis courts constructed with Federal Land & Water Conservation Fund grant monies.

e. Fee Waivers: The Board may grant a fee waiver or fee reduction for programs directly related to school services.

f. Assessed Fee Parity: If another organization uses District facilities for a program comparable to one offered by the Village, the District will not asses the Village a higher fee than that assessed to the other organization.

6. **Capital Fund:** The Village has maintained a non-lapsing facilities fund for use in funding capital improvements of the Facilities. The most recent accounting of the funds in that account as determined by Village records, is attached as **Addendum A**. All such funds shall be transferred to the District within 30 days of execution of this Agreement. The District shall utilize said funds to pay for planned and appropriate improvements or repairs to the Facilities. No further such fund shall be maintained by the Village and no additional contribution to any Facilities capital funds shall be required of the Village.

7. **Schedule of Payments**: The Village shall remit payment to the District no more than 30 days following the end of each program or activity that used the Facilities for the number of hours and the Facility used for the program or activity. For programs that are ongoing programs throughout the school year, payment shall be remitted within 30 days of the conclusion of each term (semester or summer) of the school calendar.

8. **Tracking of Hours of Usage**: The Village shall track the number of hours of Facilities usage by the Village for each program and shall, as soon as practicable, inform the District of any discrepancy between the anticipated number of hours of usage in the initial schedule provided to the District as described in Section 2, above.

9. **Facilities Security Measures:** The Village shall comply with all security measures put in place by the District to control and monitor access to school Facilities as per Board

policy. The District Administration shall coordinate with Village representatives to develop procedures for Village programming to assure compliance with such security and/or safety measures. Such measures may include Facilities access screening, background checks, limited building access points, mandatory check-in/check-out procedures, or other such measures implemented by the District.

10. **Insurance:** The Village shall maintain fire and extended liability insurance, and other risk insurance as required by Village policy or School Board policy and shall provide the District with a certificate of insurance showing the level of coverage and expressly providing the Village with coverage for occurrences in the course of Village programs/events using the Facilities.

11. **Maintenance, Repairs, Damage:** The District shall maintain the facilities consistent with its own standards of maintenance. The Village shall record the condition of the Facilities being used prior to each period of usage and report any damage or excessive wear and tear observed, whether prior to usage or in the course of its usage, as soon as practicable to do so. The Village shall return the Facilities in the same condition it found them, subject to normal wear and tear associated with the permissible activity, including without limitation the clean-up of any activity, the collection and disposal of all waste generated by or due to the activity, and the return of any equipment or furniture to its position prior to the Village's use. The Village shall notify the District immediately in the event the Village becomes aware of any equipment or furniture that is in need of repair/replacement or is unsafe.

12. **Damage, Destruction, Force Majeure:** In the event any of the Facilities shall be damaged, destroyed, or otherwise unusable, in whole or part, due to fire, natural disaster, or other force outside the control of the District, the District may either cancel the permitted usage of the program/event scheduled for the affected space; or may provide suitable alternative facilities. The District will promptly determine whether and if so on what schedule, any such damaged Facilities will be repaired and returned to service. The District shall not be responsible for any damages to the Village or to its users for the loss of suitable Facilities under this paragraph.

13. **Termination:** Either party may terminate this agreement upon the breach of the other provided that the non-breaching party provides a notice of the breach and at least 30 days to cure the breach. If after 30 days either the breach is not cured or the breaching party has not made good faith efforts to cure the breach, the non-breaching party may immediately terminate the Agreement. If the breaching party is making good faith efforts to remedy the breach, but has not done so after 30 days-notice, the non-breaching party may terminate this agreement on a date certain by providing a notice of termination no fewer than 30 days from the stated date of termination.

    If no agreement extending the Term of this Agreement has been reached by its expiration, the Parties shall continue to operate under the Terms as exist at the time of expiration until such time as either, one Party gives notice to the other of its intent to cancel the

Agreement, in which case, the District shall provide the Village with the fee schedule provisions of this Agreement for any programs/events that have already been scheduled and for which public communication or registration has already begun.

14. **Indemnification.** The School District and the Village each agree to defend, indemnify, and hold harmless the other parties' employees, officers, directors, agents, and authorized representatives from and against any and all claims, demands, suits, losses, damages, expenses, obligations, judgments, or other forms of liability to third parties, actual or claimed arising out of (i) the indemnifying party's breach of its representations, warranties, and agreements herein; (ii) any injury to property or persons occurring or allegedly occurring in connection with the negligence or intentionally wrongful act or omission of the indemnifying party or its employees, officers, directors, contractors, and authorized representatives or guests, invitees of any kind with respect to the Facilities; or (iii) any damage or harm to the Facilities, the School District's land, buildings, parking lots, sidewalks or to third parties as a result of the indemnifying party or of the Village's Users use of the Facilities.

15. **Assignment**. The School District shall have the right at any time during the Term to sell or convey the Facilities, or to assign its rights, title and interest under this Agreement in whole or in part. In the event of any such sale or assignment, the School District shall be relieved from and after the date of such transfer or assignment of any further obligations under this Agreement as to such Facilities, except as to those which have arisen prior to such assignment or transfer.

16. **Relationship of Parties**. This agreement does not create the relationship of principal and agent, or of partnership or joint venture, or of any association or relationship between the parties, including as to any program or event which uses the Facilities under the terms of this Agreement.

17. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. This Agreement shall be deemed to amend and restate any prior written agreements relating to the Facilities. This Agreement shall not be modified, amended, or supplemented in any manner, except by an instrument in writing executed by the Parties.

18. **Notices.** All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given when sent via certified mail or hand delivered and addressed to and delivered to the following:

If to the Village:

Village of Germantown
Attn: Village Administrator

N112 W17001 Mequon Road
Germantown, WI 53022-0337

If to the School District:

Germantown School District
District Administrative Offices
Attn: District Administrator
N104 W13840 Donges Bay Road
Germantown, WI 53022-4499

Other forms of communication may constitute notice provided that the designated recipient of such notice actually receives said notice, which shall be determined by affirmative acknowledgement. Such notice may include by e-mail, fax, courier, or other such method.

19. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the Wisconsin, without giving effect to any choice or conflict of law provision or rule.

20. **Waivers**. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warrant or covenant hereunder or affect in ant way any rights arising by virtue of any prior or subsequent such occurrence.

21. **Construction**. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

22. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

23. **Force Majeure**. If either party is prevented from carrying out its obligations under this Agreement by events beyond its reasonable control, including acts or omissions of the other party, acts of God or of government not a party to this Agreement, natural disasters or storms, fire, act of terrorism, explosion, riot, war, political strike, labor disputes, failure or delay of third party transportation, or the availability of raw materials, then such party's performance of its obligations hereunder shall be excused during the period of such event and the time for performance of such obligations shall be automatically extended by the same period.

Signature page Follows This Page

IN WITNESS WHEREOF, the Village and School District have entered into this Agreement as of the date set forth above.

VILLAGE OF GERMANTOWN

Village President

Village Clerk (Attest)

Park & Recreation Director

Park & Recreation Commission Chair

GERMANTOWN SCHOOL DISTRICT

President

Clerk (Attest)

Superintendent

Addendum A
Non-Lapsing Fund Accounting

Addendum B
Current Fee Schedule

Germantown School District

2018-19 SCHOOL YEAR FACILITY USE FEE SCHEDULE (PER HOUR BASIS)

	GROUP	***GROUP***
Outdoor Facilities	**(Priority 4)**	**(Priority 5)**
Football/Track Stadium with lights*	$105	$210
Football/Track Stadium without lights*	$85	$170
Baseball/Softball Fields*	$55	$110
Varsity Soccer Field with lights*	$85	$170
Varsity Soccer Field without lights*	$65	$130
Practice Fields	$25	$50
Tennis Courts (Per Court)*	$20	$40
Outdoor Learning Spaces (Pavilions)	$15	$30
Indoor Athletic Facilities		
Elementary Gym*	$15	$30
Fieldhouse** per court (4 courts/stations)*	$30	$55
Fieldhouse** per court w/locker rooms*	$35	$60
GHS Main Gym*	$25	$50
GHS Main Gym w/locker rooms*	$30	$55
Fieldhouse** Lobby	$20	$40
Performing Arts Center	Varies TBD	Varies TBD
Fitness Center	Varies TBD	Varies TBD
Swimming Pool & Locker Rooms*	$85	$170

***$20 flat fee added for use of scoreboards**

****Fieldhouse may simultaneously have more than one user; for exclusive use, a determination of user cost will be made by the Office of Business and Auxiliary Services**

General Use Areas

Cafeterias with Kitchen amenities***	Varies	Varies
GHS Commons	$35	$40
Elementary Cafetoriums	$35	$60
Classrooms	$25	$40
Computer Classrooms (Tech support quoted per use)	$30	$40
IMC/LMCs	$30	$45

***Dependent upon amount of staff required for and duration of event scheduled

SCHEDULING PRIORITIES

1) The Germantown School District scheduling calendar will run from August 1 through July 31. Due to rescheduling and unforeseen circumstances, Priority 1 activities will always have scheduling priorities throughout the year and can bump previously scheduled activities in all other Priority categories.

2) Activities of Priority 2 groups will be scheduled by June 30 of the preceding year.

3) Users in Priorities 3 will be allowed to begin scheduling for the upcoming year July 10.

4) Users in Priority 4 will be allowed to begin scheduling for the upcoming year after July 20.

5) Users in Priority 5 will be allowed to begin scheduling for the upcoming year after July 31.

GERMANTOWN
PARK & RECREATION

Germantown Park and Recreation Department
N112 W17001 Mequon Road
P.O. Box 337
Germantown, Wisconsin 53022-0337

(262) 250-4710 Fax (262) 255-2920
Information Line (262) 250-4711

February 11, 2019

GERMANTOWN PARK & RECREATION DEPARTMENT

REQUEST FOR BID PROPOSAL FOR PLAYGROUND EQUIPMENT

The Village of Germantown Park & Recreation Department is seeking bid proposals for a modular playground system, independent swing set, playground surfacing and related materials/installation as detailed and specified in the following information.

SCOPE

The bid proposal shall consist of providing design, materials, surfacing, and installation for the re-development of the playground area at Weidenbach Park located at W213 N10066 Beech Drive in the Village of Germantown. While traditional post and deck composite playground proposals are desired, vendors are also **encouraged to use creativity** in the design and explore the use of non-traditional play elements. All equipment must consist of new and unused material (no wood will be permitted). The proposal shall also include the provision of engineered wood fiber resilient safety surfacing around all equipment as indicated in the specifications and drawings. The proposal must meet or exceed ASTM F1487-95; the latest edition of the Handbook for Public Playground Safety, published by the Consumer Product Safety Commission; and the most recent requirements and intent of the Americans with Disabilities Act (ADA) for accessibility, play components and design.

PROPOSALS

Sealed bids will be received by the Village at the office of the Park & Recreation Department, N112 W17001 Mequon Road, Germantown, WI 53022, no later than 4:30 p.m., Central Daylight Time, on Monday, March 11, 2019. The proposal form furnished by the Village shall be properly executed by the bidder. The Village reserves the right to reject any and all bids and to select the bid best suited to its purpose. All proposals shall remain firm and may not be withdrawn for a period of 60 days after the opening date without the consent of the Village of Germantown. Installation of the approved equipment and surfacing must be completed no later than September 20, 2019.

Mark Schroeder
Director of Park & Recreation

1.00 SCOPE AND CLASSIFICATION

The Village of Germantown Department of Park & Recreation is soliciting proposals for the design, furnishing of materials, and installation of playground equipment for the re-development of the playground area at Weidenbach Park as specified herein and indicated below:

- Approximate area: Weidenbach Park approximately 5,000 ± sq. ft. Area to include playground zone for ages 5-12, while incorporating play elements for ages 2-5, within the approximately 50' x 100' area.

- Required equipment:
  - Play structure suitable for ages 5-12, incorporating play elements for ages 2-5.
  - Independent Swing set – See specifications 2.00-D-2.
  - Auxiliary stand-alone play pieces.
  - Park benches, expanded metal to match playground equipment – 2 benches.

  Other:
  - Access to the play structure may be achieved through transfer points or modules.
  - The bid proposal shall include the provision of an engineered wood fiber, full absorbing, resilient safety surfacing as required for the designated area where the new equipment will be located.
  - No wooden play equipment will be allowed.
  - The use of recycled materials is encouraged.

  The Germantown DPW/Parks staff will be responsible for the following:
  - Removal of existing equipment
  - Preparation of site
  - Installation of underdrain system
  - Construction of concrete apron/border, and pathway to the paved trail system
  - Installation of park benches
  - Finish landscaping around project site other than what is listed in the Technical Specifications, Section 2.02, Item B.3.

1.01 EXAMINATION OF PLANS, SPECIFICATIONS AND WORK

The bidder is required to examine carefully the site of the proposed work, the proposal, plans, specifications and contract forms prior to submitting a bid. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to all the conditions, contingencies, provisions and requirements of the contract documents.

1.02 PREPARATION OF PROPOSALS AND FORM OF BID

A. The bidder must submit the proposal on the forms furnished and here unto attached. The bidder shall specify unit prices and a lump sum price for each of the separate items called for in the proposal form and the gross sum to perform all the work specified. All writing shall be done in ink.

B. The bidder must sign the proposal correctly. If the proposal is offered by an individual, name, office and post office address must be shown; if made by a firm or partnership, office and post office addresses of each member of the firm or partnership must be given. If offered by a corporation, the person signing the proposal must give the name of the State under which the corporation was chartered. Anyone signing the proposal as agent must file legal evidence of authority to do so, and the signature is binding upon the firm or corporation.

C. Design Plans - All proposals must include a design plan at a scale of 1 inch equals 10 feet (or similar architectural scale) for the play structures. The area design plan must also show the complete layout of the play structures with all the attached components, swing set, any proposed free-standing equipment and indicate the required use zones for the equipment with a square footage calculation of surfacing material required for the area. The design plans shall also include a clear concise list of all proposed play components. **Bidder shall include their name and vendor number on their respective design plans.** Failure to provide these plans with the bid will result in the rejection of the bid. A three-dimensional perspective drawing of each modular play structure must also be submitted. **Multiple designs may be submitted if contractor so desires.**

D. The following additional items are required with the proposals:
- Factory warranty
- Insurance Certificate for manufacturer and distributor
- List of area installations with phone numbers

E. The complete proposal (containing the bid proposal form, the design plan, and the additional items listed above in 1.02-D) shall be placed in a sealed envelope so marked as to indicate the description of the work to which it applies and the name of the bidder. Proposals will be received at the place designated in the official notice until the hour and the date specified.

1.03 BID COST CEILING

Bid prices for this work shall include all design services, furnishing of materials, and installation and shall not exceed the following bid ceiling:

	Not to exceed
Weidenbach Park Playground Area (Ages 5-12) (Play structure, swing set, free standing equipment/materials, installation, benches, engineered wood fiber surfacing) NOTE: Installation of benches and wood fiber by Village.	$60,000

1.04 CONSIDERATION OF PROPOSALS

After the proposals have been opened and reviewed for compliance, they shall be considered by the Village of Germantown Park & Recreation Commission, and Common Council for award. The award of the bid shall be based upon the total aggregate proposal utilizing the following evaluative criteria:

A. Overall Impression and Visual Appeal of Proposal and Equipment
B. Play Value
   - quality vs. number of components (including any proposed free-standing equipment)
C. Layout/Design
   - accessible features and method of access
   - variety of play events
   - circulation
D. Maintenance
   - durability/performance
   - use of recycled materials
E. Safety
   - fall zones, platform heights, slide design, play components, enclosures, circulation patterns
F. Cost
G. Warranty and Insurance

Until the final award of the contract, the Owner reserves the right to reject any or all bids, to waive technicalities in bidding, or to advertise for new bids.

Before any contract is awarded the bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the work, together with samples, which may be subjected to tests, to determine their quality and fitness for the work.

1.05 REJECTION OF PROPOSALS

The Village reserves and has the right to reject any and all proposals. Proposals may be rejected if they show any alterations of form, additions or amendments not called for, conditional or alternate bids unless called for, incomplete bids, erasures, or irregularities of any kind. Proposals in which the unit prices for other items, or proposals in which unit prices are not submitted for each item of work listed may be rejected. The Owner reserves the right to waive technicalities as to changes, alterations, or reservations, to delete work items from the proposal, and to make the award to the bidder(s) whose proposal is deemed most advantageous to the Owner.

1.06 COMPETENCY OF BIDDERS

The bidder must, if requested, satisfy the local governing body of his practical and financial ability to perform the work on which the bids. The Owner reserves the right to disregard the bid of any bidder who is, in the judgment of the Owner or municipality, incompetent or otherwise unreliable for the performance of the work on which he bids.

1.07 AWARD OF CONTRACT

A. The Contract shall be deemed awarded when a written notice of award and/or purchase order is delivered to the address of the bidder given in the proposal.

1.08 DEADLINE FOR DELIVERY OF PRODUCTS AND SERVICE

A. Award of this contract is scheduled for approval by the Germantown Village Board on Monday, May 6, 2019.

B. All of the required play equipment must be available for delivery for start of installation work within eight (8) weeks, or sooner, from the date of the Village of Germantown issuing a formal purchase order and notice to proceed.

C. The Village of Germantown and playground contractor recognize that time is of the essence with installation of the playground equipment so the Village can complete final site work and landscaping. Therefore, final completion/installation of all play equipment shall be completed no later than September 20, 2019, unless otherwise approved in writing by the Village of Germantown. For each day that expires past the September 20, 2019 installation deadline, the contractor shall pay the Village a sum not to exceed $100/day, unless an extension is granted by the Village.

1.09 PROJECT SCHEDULE

February 11, 2019 - Bid Proposals requested from selected playground companies.

March 11, 2019 - Bid Proposals due by 4:30 p.m.

March 20, 2019 – Preliminary review of design proposals by PRC

March 25 – April 12 – Playground design options available for public review in Village Hall, and on the department Facebook page

April 17, 2019 - Recommendation by the Park & Recreation Commission

May 6, 2019 - Village Board Contract Award (Notice of Award May 8)

May 10, 2019 - Place order for play equipment

2.00 GENERAL REQUIREMENTS

A. Scope of Work - The overall scope of work shall consist of providing design, equipment, and installation for the re-development of the playground area at Weidenbach Park.

B. Applicable Documents
   1. All new playground equipment shall verifiably meet or exceed the most current applicable guidelines and standards for public playground equipment set forth in the "Standard Consumer Safety Performance Specifications For Playground Equipment For Public Use," Designation F1487-95, of the American Society for Testing and Materials (ASTM) and the most current edition of a "Handbook For Public Playground Safety," publication no. 325, of the Consumer Products Safety Commission (CPSC).
   2. All equipment shall meet or exceed the most current applicable guidelines set forth in the Americans With Disabilities Act (ADA). Vendors must indicate the percent of the play structure that is accessible according to ADA guidelines. This percent must be legitimate and verifiable. **Vendors must clearly display this percent on their submitted Design Plans for the proposed modular play structures.**
      Note: Access to required modular play structure may be achieved through transfer points or modules.

C. Design Plans
   1. An approximately 50' x 100' area has been provided to design your playground within.
   2. Each bidder shall provide a design plan at a scale of 1 inch equals 10 feet. The design plans must show the complete layout of the play structures with all the attached components, swing set, any proposed free-standing equipment, and indicate the required use zones for the equipment. The design plans shall also include a clear concise list of all proposed play components.
   3. Each bidder shall design and lay out an accessible route to the required transfer point/module.
   4. Engineered Wood Fiber Resilient Safety Surfacing - The Bidders shall show on the Design Plans all areas proposed to be covered by resilient engineered wood fiber material.

D. Minimum Play Structure/Area Components
   1. The design of the modular structures and proposed play activities, including any free-standing equipment, is at the discretion of the vendor subject to allocated space and bid cost ceilings. Like activities or sensations must be accessible for disabled.

   2. Independent Swing Set - Provide a total of 4 swings as follows: Two (2) slash-proof belt seats, One (1) slash-proof full bucket seat, and one (1) Parent/Tot swing seat.

   3. Exclusion - The following play components shall not be included or provided in the design:
      - Roller style slides
      - Metal slides or slide beds, including stainless steel
      - Bubble and Tick Tac Toe Panels

- Wooden play components of any kind, including decks, wall panels, climbing arches, etc.

2.01 MINIMUM MATERIALS SPECIFICATIONS FOR PLAY EQUIPMENT AND RELATED PRODUCTS

A. All materials shall be structurally sound, suitable for safe play, and meet the most current standards and guidelines of the ASTM and CPSC. Quality and durability shall be ensured on all components and materials. IPEMA and ISO-9001 certification are recommended, but are not mandatory.

B. Hardware (Fasteners) - All structural and primary fasteners shall be stainless steel or zinc plated so as to be corrosion resistant, and tamper proof in design. All hardware necessary for complete assembly shall be provided.

C. Bolt Links/Double Clevis - Bolt links shall be steel forging with a zinc alloy finish and supplied with a 3/8" x 1-1/4" hex-pin limited thread bolt. Fasteners are a 7/16" x 2-7/16" hex head limited thread bolt and a 3/8" x 1-1/4" hex-pin limited thread bolt.

D. Posts - All main play structure posts shall be aluminum or steel with post length varying depending upon intended application. All posts shall be powdercoated or finished with GFRC (refer to powdercoating section of this specification). All posts shall have a "finish grade" mark located on the outside of the post identifying the exact bury line required for correct installation. All posts, whether aluminum or steel, shall be a minimum 3.5" O.D.

E. Post Caps - Top caps for all posts shall be cast aluminum and powdercoated/finished to exactly match the color of the post. Caps made of U.V. stabilized, injection molded polypropylene or polyethylene, in colors to exactly match the color of the post, will be allowed. All post caps must be factory installed using self sealing, corrosion and tamper resistant rivets.

F. Post Clamps - All post clamps shall be constructed of cast aluminum alloy. All clamps shall be designed to minimize protrusions. Corrosion and tamper resistant fasteners shall be used to retain clamps. Cast steel clamps will be allowed, provided they meet the minimum material strength tolerances stated above and are zinc, zinc-nickel, and/or cadmium plated before powdercoating. Steel clamps must be warranted for a minimum of 15 years as stated in Section 2.04-A-2.

G. Decks - All decks shall be of modular design constructed of twelve (12) gauge (minimum) carbon steel. Holes or patterned perforations shall be provided on the deck surfaces to provide for water drainage and circulation of air and sunlight. Deck surface holes or perforations small enough (1/4 inch diameter for example) to prevent children's fingers/toes from becoming entrapped or injured are preferred for safety, functionality and overall aesthetics.

All deck materials shall be thoroughly cleaned and then primed with an acrylic thermosetting solution. Primed parts shall be preheated prior to dipping in U.V. stabilized, liquid poly vinyl chloride solution or U.V. stabilized, liquid vinyl plastisol solution. The finished coating shall be a minimum of 100 mils thick, at an 85 durometer hardness and have a matte or gloss finish. All coatings shall be oven or salt cured. No uncoated metal decks will be accepted. Bidder shall provide written information on available standard and optional colors.

H. Polyester Powdercoating - All metal components shall be powdercoated (unless finished with GFRC) and shall be free of excess weld and spatter. Parts shall then be thoroughly cleaned in a phosphate bath or wash and sealed with non-chrome sealer for corrosion resistance, then thoroughly dried. Powdercoating shall be electrostatically applied and oven cured at 400 degrees Fahrenheit for a minimum of 20 minutes.

The finish powdercoating shall have a mar resistant finish with a maximum exterior durability, having the very best adhesion characteristics available. Polyester powdercoating shall meet or exceed ASTM standards for:

- Adhesion (D-3359B)
- Hardiness (D-3363)
- Flexibility (D-1735)
- Impact (D-2794)
- Overbake Resistance (D-2454)
- Salt Spray Resistance (D-117)

Bidders shall provide written information on available standard and optional colors. The Germantown Park & Recreation Department reserves the right to select colors, as it desires, without altering submitted bid costs, except if requested colors are not available.

I. Rotationally Molded Poly Materials – Rotationally molded plastic parts shall be manufactured from color compounded, linear, low-density polyethylene with an average of .250" wall thickness and textured non-sliding surfaces. Plastic parts shall be UV stabilized to UV-15, and shall have a density of 0.935 per ASTM D-1505. Plastic parts shall have a tensile strength at yield no less than 2500 psi with flexural modulus of 87,200 psi. Slides shall be an average of ¼" thick, linear, low density, rotationally molded, UV stabilized polyethylene with double wall construction. Bidder shall provide written information on available standard and optional colors.

J. Surfacing Materials

1. Surfacing material shall be engineered wood fiber.
2. Bidders shall show on the Design Plan all areas proposed to be covered by surfacing material with minimum coverage over designated playground area use zones.
   a. All resilient surfacing materials shall comply with Consumer Product Safety Commission guidelines, the ASTM and the American With Disabilities Act (ADA) for the provision of accessible surfaces for use by children of all ages and by individuals in wheelchairs. Total thickness must be determined by the vendor to meet all fall height safety requirements, per the design of the play equipment used.

b. Bidder shall provide complete and detailed product description and information with bid submittal.

2.02 INSTALLATION

A. General
1. Work Included - The playground installation contractor's work shall include all labor and materials and related items necessary to perform the layout and installation of play equipment as specified and shown on the proposed design plans.
2. Equipment Installer Qualifications – An experienced installer authorized by the manufacturer shall install the provided equipment. Installer shall have a minimum of 5 years installation experience. Installer shall be familiar with local building codes, and the latest playground safety guidelines.

B. Project Close Out Requirements
1. At completion of installation, an initial Safety Audit shall be performed by the Manufacturer with a copy provided to the Village. The Manufacturer shall also provide the Village with an Equipment Safety checklist upon project completion and following initial Safety Audit.

2. Adjustment, Maintenance, Clean-up
   a. The contractor shall adjust all equipment so as to operate properly in the manner intended.
   b. The contractor shall leave the work area in a clean and acceptable condition as determined by the Village.

3. Damage Restoration - The contractor shall be responsible for the repair or restoration of any damage to the park site or facilities caused by the contractors. This includes damage to park vegetation and turf grass outside of the designated work area.

2.03 INSURANCE

A. Product Liability
The play equipment manufacturer shall carry in full force, complete product liability insurance covering all play systems, play structures and independent play equipment. The limits of this coverage shall be no less than $1,000,000.00 per occurrence. As proof of coverage, a certificate of insurance shall be provided as part of the bid submittal.

B. Installation
If awarded a contract for the installation of playground equipment or other installation work, the successful vendor and/or contractor must carry, for the life of their contract with the Village of Germantown, the insurance coverage as specified below. Before commencing any work, the vendor and/or contractor shall furnish the Village a certificate of insurance in a form satisfactory to the Village. The Village shall be named as an additional insured.

General Liability	$1,000,000/$1,000,000

Completed Operations	$1,000,000/$1,000,000
Automobile	$1,000,000/$1,000,000
Workers comp	$1,000,000/$1,000,000/$1,000,000
Excess Liability	$1,000,000

The Village of Germantown is to be indemnified and held harmless from all accidents arising out of vendor's and/or contractor's work or operations.

2.04 GUARANTY-WARRANTY

A. Manufacturer

The **minimum** acceptable manufacturer's limited product warranties shall be as follows:

1. **50** years for all stainless-steel fasteners, aluminum posts, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects.
2. **15** years for all plastic and steel components against structural failure due to corrosion/natural deterioration or manufacturing defects.
3. **5** years on all paint and powdercoated/GFRC finishes, protective coatings, and poly-vinyl-chloride coatings against chipping, peeling, fading or other failure not related to standard, intended use or acts of vandalism.
4. **3** years on all moving parts and any other parts not covered by the above stated warranties.
5. **P**ro-rated warranties will not be accepted.

A complete copy of the most current and applicable manufacturer's product warranty must be included with the proposal.

B. Installation

1. The Contractor shall and hereby does warrant all work performed by sub-contractors. The Contractor shall, in case of work performed by subcontractors and where guarantees are required, secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of the work.
2. The Contractor shall and hereby does warrant all work performed directly and for which guarantees are required in the sections of these specifications. In any case, all work shall be guaranteed for a period of not less than one (1) year from the date of substantial completion.

ATTACHMENT A

Village of Germantown
Park & Recreation Department

PROPOSAL FOR: WEIDENBACH PARK PLAYGROUND EQUIPMENT AND SURFACING

Proposals must be received by 4:30 p.m. at the Germantown Park & Recreation Department, N112 W17001 Mequon Road, Germantown WI 53022, on March 11, 2019.

All proposals shall remain firm and may not be withdrawn for a period of sixty (60) days after the 11TH of March, 2019.

TO: Mark Schroeder
Director of Park & Recreation
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

We, the undersigned, propose to furnish and install for the Park & Recreation Department of the Village of Germantown, Wisconsin, the following playground equipment and materials as herein specified by us in accordance with the Village's minimum specifications and with the specifications we have hereto attached:

	Unit Cost	Total Cost
WEIDENBACH PARK		
Play Equipment*	_____	_____
Swing Set*	_____	_____
Other free-standing equipment: (list*)		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Furnish Engineered Wood Fiber	_____	_____
Surfacing as per Design Plan – Total # Cubic Yards **(ordered and installed by Owner)**		
TOTAL NET PROPOSAL		_____

*Indicates total delivered and installed price

DATE OF EQUIPMENT AVAILABILITY FOLLOWING PURCHASE ORDER: _____

_____

BID SUBMITTED BY: _____ DATE: _____
Print Name Signature

COMPANY: _____

ADDRESS: _____ PHONE: _____

NOTE: If you have any questions regarding the proposal or specifications, please contact Mark Schroeder, (262) 250-4710.

FURTHER NOTE: BID ENVELOPE IS TO BE CLEARLY MARKED "**BID PROPOSAL FOR WEIDENBACH PARK PLAYGROUND EQUIPMENT PROJECT**" AND IS TO BE DELIVERED TO THE DEPARTMENT OF PARK & RECREATION OFFICE AT GERMANTOWN VILLAGE HALL, N112 W17001 MEQUON ROAD, GERMANTOWN WI 53022 BEFORE 4:30 P.M., MONDAY, MARCH 11, 2019.

Weidenbach Park Playground Timeline

GERMANTOWN PARK & RECREATION

January 16, 2019	Request direction from the Park & Recreation Commission (PRC) on project and vendor selection process.
February 4, 2019	Approval of project funding by the Germantown Village Board.
February 11, 2019	Send Request for Proposals to playground vendors requesting design options based on recommendation from PRC and budget parameters.
March 11, 2019	Playground Proposal Deadline.
March 20, 2019	Preliminary review of design proposals by PRC.
March 25 – April 12	Playground design options available for public review in Village Hall, and on the department Facebook page.
April 17, 2019	Final Review of playground design proposals and recommendation from PRC.
May 6, 2019	Village Board review and approval of PRC recommendation.
May 8-10, 2019	Award Contract, order playground equipment.
August 2019*	Removal of existing equipment, and preparation of site (DPW/Parks staff).
August/September*	Installation of equipment by contractor.
September 2019*	Add drain tile (as necessary), wood fiber safety surfacing, concrete apron/border and pathway, and final site restoration (DPW/Parks staff).
September 20, 2019*	Completion of project.

*Final date TBD

SITE PLAN REVIEW

2/11/19 Plan Commission Meeting

Germantown Historical Society / Village of Germantown

Village Planner Report **Germantown, Wisconsin**

Summary

Jeff Dhein, President of the Germantown Historical Society (GHS), is requesting re-approval of site development and building plans for an 11,200 sqft open-air pavilion to be constructed within the Village's Dheinsville Park property on Holy Hill Road.

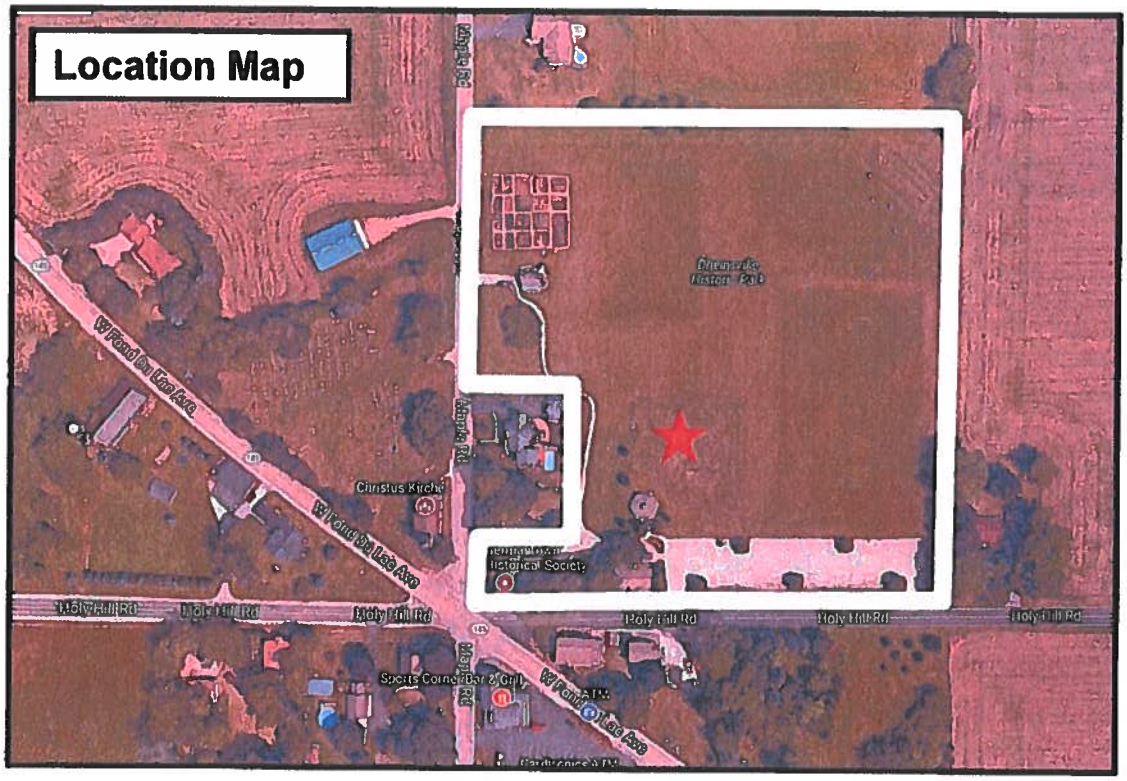
Location: Dheinsville Park – N128 W18780 Holy Hill Road

Applicants:

Germantown Historical Society N128 W18780 Holy Hill Road Germantown, WI	Village of Germantown N112 W17001 Mequon Road Germantown, WI

Current Zoning: I: Institutional

Adjacent Land Uses		Zoning
North	Residential	Rs-3
South	Commercial	B-1
East	Institutional	I
West	Residential	Rs-3/Rm-2



Background

Dheinsville Park is a 9.5-acre historical park site located near the intersection of Fond du Lac Avenue, Holy Hill Road and Maple Road. This area is commonly referred to as the "Historic Dheinsville Settlement". The land was purchased in 1994 with funds from both the Village of Germantown and the Germantown Historical Society (GHS). In 1997, the Historical Society received a matching grant from the Jeffris Family Foundation to begin improvements on the site. To date, the GHS has constructed a parking lot, walkways, as well as, refurbished several buildings on the property. The park is home to the Bast Bell Museum and the Society's annual Oktoberfest celebration held the last weekend in September. Existing park amenities include:

- Archery Range
- Community Garden
- Gazebo (available for rent)
- Parking
- Picnic Tables
- Restrooms
- Soccer Field

In September, 2015, the GHS presented preliminary plans for a 80' x 140' pavilion to the Germantown Park & Recreation Commission. The Commission was receptive to the proposal given that it fit into the future plans for the park. The Commission recommended that the Village Board enter into a Memorandum of Understanding (MOU) with the GHS for the project (copy attached). The 2015 MOU assigns project management and construction responsibility to the GHS and ownership, maintenance and administration responsibility (once constructed) to the Village.

In the summer of 2017, the GHS presented revised pavilion plans to both the Village Park & Recreation Commission and Plan Commission. At their September 2017 meeting, the Plan Commission approved the pavilion proposal as presented in the attached and summarized below:

- 11,200 sqft under roof area (w/ handicapped accessibility)
- Standing seam metal hip roof w/ raised center section & 2 6-sided decorative cupolas
- Concrete slab floor w/ 3-ply 2"x6" treated wood column supports
- Removable "tent-style" side flaps (mainly for west elevation to serve as a buffer closest to adjacent residences)

As shown on the attached aerial view, the pavilion will be located within the park north of the existing parking lot. Exterior lighting for the facility is limited to whatever fixtures are installed under roof.

Because the Village's approval was valid for only 12 months and expired in September 2018, Jeff Dhein, President of the GHS, is requesting re-approval of the site development and building plans for the 11,200 sqft open-air pavilion to be constructed within the Village's Dheinsville Park property on Holy Hill Road. The only change is that west elevation of the pavilion will have a permanent wall (vs. the previously proposed "tent-style" removable enclosure).

Staff Comments

Inspection Services

The Building Inspector has indicated that the submission of state-approved plans will be required prior to issuing a building permit.

Public Works Department

No comment received.

Fire Department/Police Department

Approval is recommended subject to the following:

1. Building of undetermined construction type is 11,200 sqft and the building use is Assembly (A-3) per IBC. Therefore, the allowable capacity is up to 2240 persons;
2. An approved fire lane is recommended around the outside of the building connecting to the parking area or roadway for emergency vehicle access;
3. No Fire department water supply is available on site. GFD only has one water tender at this time. The FD needs a water supply of 1500 GPM.

Community Development

At their February 4 meeting, the Village Board agreed to designate up to $150,000 of capital improvement funds in 2019 for the GHS pavilion project. With Village funding, the project will require oversight by the Village's Building Construction Oversight Committee.

Staff supports the request to re-approve the pavilion plans subject to revisions to the conditions of approval as noted below (underline).

Village Planner Recommendation

APPROVE the site development and building plans for the proposed 11,200 sqft pavilion to be constructed within the Village's Dheinsville Park property on Holy Hill Road subject to the following conditions:

1. Approval is for the site and building plan set dated March 13, 2017 with a requirement that the west elevation be comprised of a solid wall (vs. removable tent or flaps) unless otherwise revised by a subsequent plan set approved by the Village Planner pursuant to revisions required herein.
2. State approved plans are required by Inspection services as part of the building permit application. The GHS shall coordinate installation of ADA accessibility improvements with the Village Building Inspector and/or appropriate state agency.
3. A fire lane approved by the Germantown Fire Department is required around the perimeter of the building connecting to the parking area or roadway for emergency vehicle access. The GHS shall coordinate the location, design, materials and installation of the fire lane with the Fire Department.
4. The GHS pavilion project shall be subject to oversight by the Village's Building Construction Oversight Committee as provided by Village Code.

Village of Germantown ...Willkommen

Fee must accompany application
- ☐ $700 Minor Addition
- ☐ $1,240 Construction <10,000 SF
- ☐ $2,095 Construction 10,000 SF to 50,000
- ☐ $3,460 Industrial Construction >50,000 SF
- ☐ $3,460 Commercial Construction >50,000
- ☐ $200 Plan Commission Consultation
- ☐ $125 Fire Department Plan Review

~~PAID~~ _____ DATE 8-4-17

SITE PLAN REVIEW APPLICATION

Pursuant to Section 17.43 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1 APPLICANT OR AGENT

Germantown Historical Society

JEFF DHEIN (PRESIDENT)

Phone (262) 689-0537

E-Mail JJDDHEINSVILLE@AOL

PROPERTY OWNER

VILLAGE OF GERMANTOWN

DHEINSVILLE PARK

Phone ( )

E-Mail

2 PROPERTY ADDRESS

3 NEIGHBORING USES – Specify name and type of use, e.g. Enviro Tech – Industrial, Smith – Residential, etc.

North	South	East	West
RESIDENCE	RESIDENCE	RESIDENCE	RESIDENCE

4 READ AND INITIAL THE FOLLOWING:

JD I am aware of the Village of Germantown ordinance requiring fire sprinklers in most new construction.

JD I understand that all new development is subject to Impact and/or Connection Fees that must be paid before building permits will be issued.

JD I understand that an incomplete application will be withdrawn from the Plan Commission agenda and that all resubmissions to the Plan Commission are subject to a new application fee.

5 SIGNATURES – ALL APPLICATION MUST BE SIGNED BY OWNER!

8.4.17

Applicant Date

Owner Date

GERMANTOWN
PARK & RECREATION

Germantown Park and Recreation Department
N112 W17001 Mequon Road
P.O. Box 337
Germantown, Wisconsin 53022-0337

(262) 250-4710 Fax (262) 255-2920
Information Line (262) 250-4711

Meeting Date:	July 19, 2017
To:	Park & Recreation Commission
From:	Mark Schroeder, Park & Recreation Director
Re:	Dheinsville Park Pavilion – Update from the Germantown Historical Society

Background Information - Dheinsville Park is a 10-acre historical park site located in northwest Germantown at the six corners intersection in the area that is known as the Historic Dheinsville Settlement. The land was purchased in 1994 with monies from the Village of Germantown and the Germantown Historical Society (GHS). In 1997 the GHS received a matching grant from the Jeffris Family Foundation to begin improvements to the site including the development of the Wolf Haus and later the Bast Bell Museum.

Throughout the years, the Village and GHS have collaborated to construct the parking lot, pathways, and gazebo shelter. Most recently, the village has added the Archery Range (2012) and Community Gardens (2013). Future projects that have been discussed in recent years include paving the parking lot, pathway improvements, playground structure, and park shelter/pavilion.

At the September 2015 Park & Recreation Commission Meeting, the Germantown Historical Society presented preliminary conceptual plans for an approximately 80'x140' open air park pavilion. The estimated cost projections for this project, including concrete slab and electrical exceeded $500,000. The pavilion would host future Oktoberfest celebrations, as well as be available for community rentals. The Park & Recreation Commission gave positive feedback to the GHS indicating this facility would fit with the future plans for the park, as well as positive support for the group's fundraising efforts.

At the November 11th, 2015 Park & Recreation Commission Meeting, a recommendation was made to the Village Board to enter into a Memorandum of Understanding (MOU) with the GHS for the Dheinsville Park Pavilion Project. The Village Board approved this MOU at the December 7, 2015 meeting.

The Germantown Historical Society will be presenting updated pavilion design plans and cost estimates for review and discussion at the July 19th meeting.

Attachment: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into by and between the Village of Germantown, Wisconsin hereinafter referred to as the "Village," and the Germantown Historical Society hereinafter referred to as "Society."

It is the understanding of the Village and the Society that any money raised for the Dheinsville Park Pavilion shall be used solely for the construction and related costs of the pavilion.

The Village and Society will have the final approval of the design of the pavilion.

Society will be responsible for project management and construction of the pavilion with the oversight and approval from the Village.

The pavilion will be the property of the Village and the Village will be responsible for all maintenance to the pavilion. The Village will insure the pavilion while the pavilion is in construction and after construction is completed.

The Village of Germantown Park and Recreation Department will be responsible for the scheduling and administration of the pavilion.

The pavilion shall be named the _____.

For the Village of Germantown, Wisconsin

12-10-15

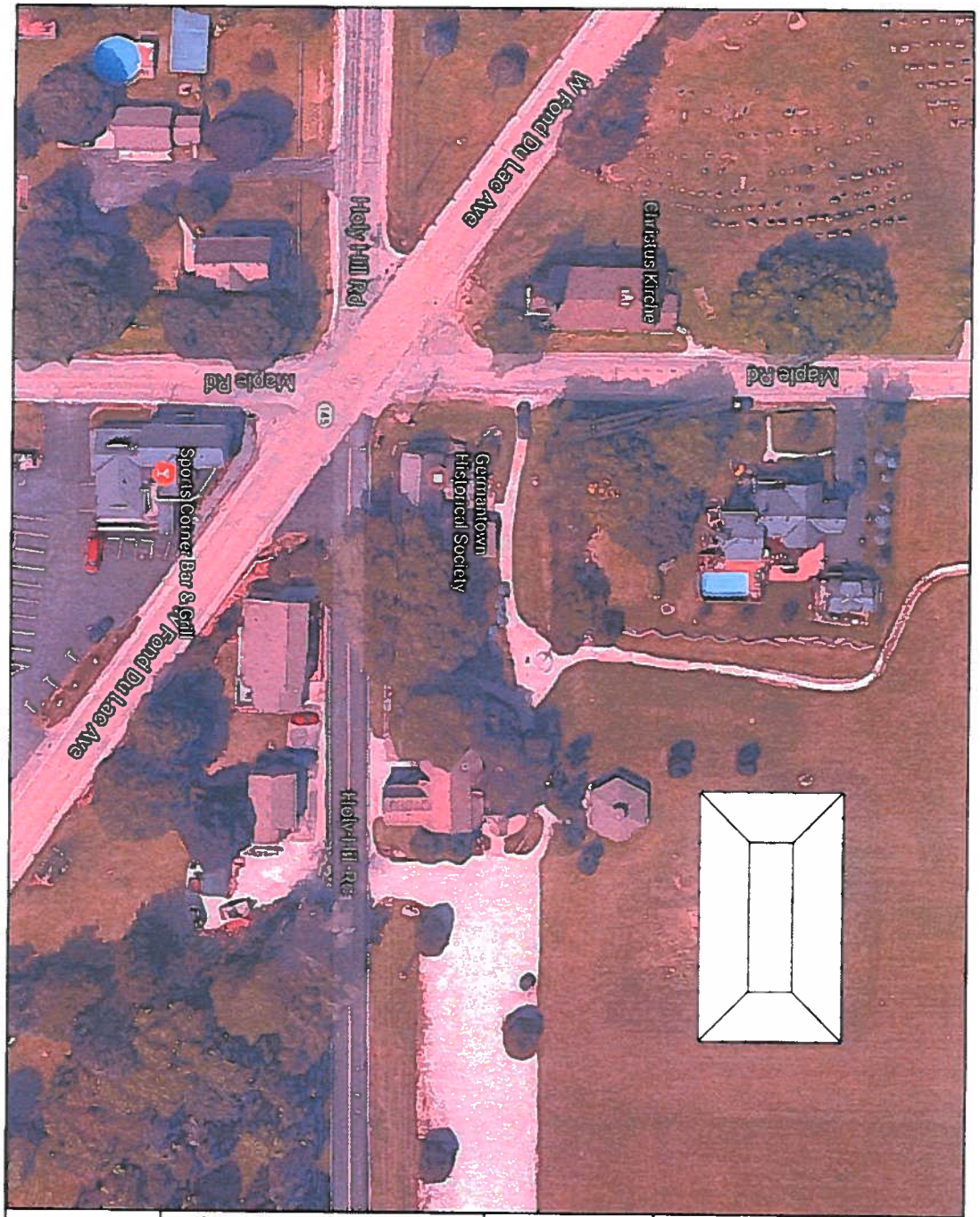
President Dean Wolter Date

For the Germantown Historical Society

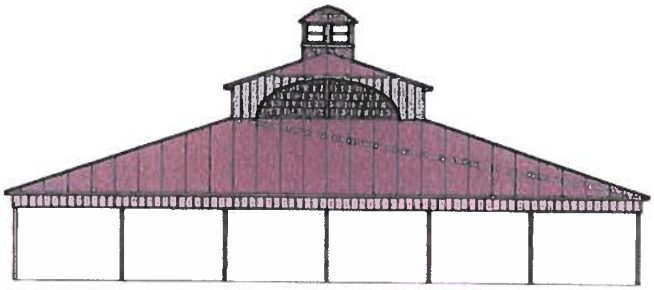
12-11-15

Jeff Dhein, President Date

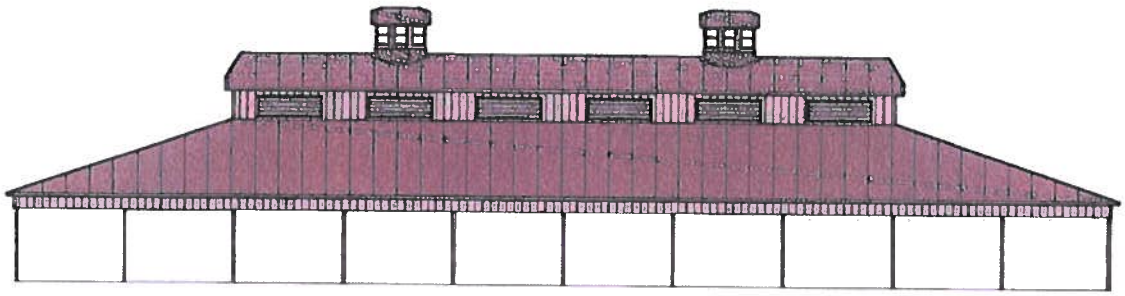
The Germantown Historical Society wants to build a park structure at Dheinsville Park. This structure will be 80 x 140 feet and would be home to our annual Oktoberfest. It can also be used for weddings, reunions, craft fairs and be available to the public to rent through the Parks Department.
Sincerely,
Jeff Dhein
President (GHS)



Job No: P95-1456 Checked By: Approved By: Sheet No:	Walters Buildings Jack Walters & Sons Corp P.O. Box 399 6600 Midland Ct Allenton, WI 53002 1-888-926-7687 www.waltersbuildings.com	Drawn By: AAS Date: 3/13/17 Revised By: Revised Date:	Owner: Project: DHEINSVILLE HISTORICAL SOCIETY Location: Dealer/Salesman: SCOTT WALTERS



END ELEVATIONS



SIDE ELEVATIONS
SCALE: 1/8" = 1'-0"

PRELIMINARY

I HAVE REVIEWED THE PRELIMINARY DRAWINGS	
CUSTOMER SIGNATURE	DATE
WALTERS REPRESENTATIVE	DATE
COMMENTS	
I UNDERSTAND THAT CHANGES MAY BE NECESSARY DUE TO CODE AND/OR STRUCTURAL REQUIREMENTS	

Walters Buildings

Owner:
Project: DAHLINSVILLE HISTORICAL SOCIETY
Location:
Dealer/Salesman: SCOTT WALTERS

Drawn By: AAS
Date: 3/13/17
Revised By:
Revised Date:

Job No: P95-1456
Checked By:
Approved By:
Sheet No:

FRAMING PLAN
SCALE 1/8" = 1'-0"

PRELIMINARY

I HAVE REVIEWED THE PRELIMINARY DRAWINGS	
CUSTOMER SIGNATURE	DATE
WALTERS REPRESENTATIVE	DATE
COMMENTS	
I UNDERSTAND THAT CHANGES MAY BE NECESSARY DUE TO CODE AND/OR STRUCTURAL REQUIREMENTS	

Walters Buildings
4x4 Walters Drive, Suite 1
P.O. Box 26, Albion, WI 53502
1-608-758-7800
www.waltersbuildings.com

Drawn By: AAS
Date: 3/13/17
Revised By:
Revised Date:

Owner:
Project: DIELENSVILLE HISTORICAL SOCIETY
Location:
Dealer/Salesman: SCOTT WALTERS

Job No: P95-1456
Checked By:
Approved By:
Sheet No:

February 20, 2019

Director's Report

2019 Park & Recreation Department Capital Improvements Fund Budget - The 2019 CIP Budget included the following capital project requests 1.) $750,000 – Firemen's Park Shelter, 2.) $60,000 – Weidenbach Park Playground, and 3.) $50,000 - Friedenfeld Park Pathways. The CIP Budget was reviewed on January 22nd by the General Government & Finance Committee, with the Village Board approving the budget on February 4th. The Firemen's Park shelter budget was re-allocated to provide up to $150,000 of the $750,000 total towards the Dheinsville Park shelter project. The Village Board is hopeful the Village Tourism Commission will contribute monies for a portion of these project costs.

School District/Village of Germantown Intergovernmental Agreement (IGA) – At the January 14th meeting, the School District Building Committee made a motion that was later approved by the Board of Education to move forward with facility charges of 75% of the fee structure for Recreation Department programs, with the exception of the Kid's Klub program, which would be 50% for the first year, and 75% for the second year. All other programs, except Kid's Klub will be 75% immediately. Fees would be effective starting with the Summer 2019 programs. The agreement was signed and delivered to the Village Administrator on February 1st. Included in the meeting packets is a copy of the agreement. This item now goes before the Village Board for review and approval.

Weidenbach Park Playground Project – Update on Project RFP & Schedule - Included in the meeting packets is an updated Request for Bid Proposal and Project Timeline. The RFP was emailed to five playground equipment vendors on February 9th with a proposal deadline of March 11th. The project timeline incorporates an opportunity for public review and comment. The bid review and approval process will take in place in March/April with equipment ordered in May, with installation/site restoration completed in September.

Firemen's Park Shelter Project - Phase 1 Professional Services Contract with Ayres Associates – Review & Recommendation – At the February 4, 2019 meeting, the Germantown Village Board approved monies in the 2019 CIP Budget to complete Phase 1 of the project. Phase 1 will consist of materials and labor to install sewer, water, and electrical service, pedestrian lighting, pathways, and re-location of the existing basketball court. Monies were also included for consultant services for developing plans, specifications and contract documents suitable for bidding purposes, as well as construction inspection services. Attached for your review and recommendation is a cost proposal from Ayres Associates. The geotechnical work (soil borings), and possibly the site survey will be performed as a separate component of this project. The Ayres Associates contract recommendation will go before the General Government & Finance Committee and Village Board for final review and approval.

Dheinsville Park Pavilion Project Update – At the February 4, 2019 meeting, the Germantown Village Board re-allocated monies in the 2019 CIP Budget in an amount up to $150,000 for this project. These monies will match the $150,000 the Germantown Historical Society has in private contributions. This item went before the Germantown Plan Commission on February 11th for Site Plan re-approval. Attached for your information is the village planner report. Jeff Dhein, President of the Germantown Historical Society, is working with Walters Buildings to update the shelter specifications. One of the conditions of site plan re-approval is the shelter design is subject to oversight by the Village's Building Construction Oversight Committee per Village Code. With public funding used for a portion of project construction budget, this project must be bid according to state bidding laws. The village Building Inspector has also indicated that submission of state-approved plans will be required prior to the issuance of a building permit.

2019 Summer Recreation Programs – Update on Program Locations & Schedule – Recreation staff continue to work on the schedule and program locations for the summer. In addition to working on the facility use request information for the Germantown School District, staff has had positive discussions with St. Boniface, Faith Lutheran, Lutheran Church of the Living Christ, and Washington County (Homestead Hollow Park). The proposed schedule and program fee recommendations will be presented at the March commission meeting.

Woodland Ponds Estates Subdivision Preliminary Plat – Review & Discussion – In July 2018, approval was granted for re-zoning of land to create a Planned Development District for purposes of developing a 17-lot, 29.7-acre single-family residential development north of Elm Lane and west of Wasaukee Road. The project would be developed in two phases. Woodland Ponds consisting of 8 lots would be Phase 1. Per the February 5, 2019 letter from the village planning department, the commission is requested to review and comment on the enclosed Preliminary Plat. Staff is working with the planning staff to obtain additional information and maps/exhibits for this project.

Heritage Park North Subdivision Preliminary Plat – Review & Discussion – In August 2018, approval was granted for re-zoning and concept plan for Heritage Park North, an approximately 32.95-acre residential subdivision consisting of 33 single-family lot east of Division Road and north of Revere Lane. Per the February 5, 2019 letter from the village planning department, the commission is requested to review and comment on the enclosed Preliminary Plat. Staff is working with the planning staff to obtain additional information and maps/exhibits for this project.

Village of Germantown 2050 Comprehensive Plan Update – In October 2018, the Village advertised a Request for Qualifications seeking a consultant to assist with updating the current 2020 Comprehensive Plan. Three consulting firms submitted qualification statements, with firms interviewed by the Plan Commission on December 10th. At the January 22nd meeting, the Village Board accepted the Plan Commission recommendation to approve GRAEF, and to authorize staff to enter into a contract for consultant services. The 2050 Comprehensive Plan is expected to take approximately 12-15 months to complete. Planning staff is currently finalizing the meeting schedule with GRAEF, with the anticipated date of the project "kick-off" meeting on February 25th. Chairman Coulthurst and Director Schroeder have agreed to serve as Steering Committee members.

Washington County Bikeway & Trail Network Plan Update – Washington County has been working with Toole Design Group and the Southeastern Wisconsin Regional Planning Commission (SEWRPC) to assist with the development of the Bikeway and Trail Network Plan. To help guide and oversee the

development of the plan, the Washington County Board authorized the creation of the Bike and Pedestrian Advisory Committee. The committee is comprised of representatives from all towns and municipalities in the County, as well as key stakeholders with an interest in bicycle and pedestrian issues. A Public Open House to comment on the preliminary draft of the plan is scheduled for Wednesday, February 13th from 5:00 to 7:00 p.m. at the Washington County Public Agency Center in West Bend. The draft plan document can be found at http://www.co.washington.wi.us/departments.iml?Detail=1208 Staff and members of the commission are planning to attend the open house.

Senior Center Flooring & Painting Project Updates – Monies were included in the 2019 Budget for materials and labor for painting the interior of the center, along with replacing the flooring in several rooms, hallways, and entrances. At the January 22nd Village Board meeting approval was given to contract with MACORP and Premier Flooring for these projects. The painting is scheduled to start on February 18th, with the flooring project to follow. Work will be scheduled at times that least impact senior and community programming.

Fire Station #1 Building Upgrades – In 2018, the Germantown Fire Department vacated use of Fire Station 1 (Firemen's Park) for department operations. Since that time, village staff has been discussing future uses for the building. Currently DPW is using the bays for storage of village vehicles and equipment, but the administrative areas are not being utilized. On February 8th, village staff and Administrator Kreklow met on site to discuss utilizing these spaces for potential community recreation program use. From this meeting, the following list of improvements were decided upon with minimal investment needed to allow the department to begin using the facility in Spring/Summer 2019. Work to include: removal of existing outdated furniture, re-painting of the walls, replacement of the ceiling tiles and installing new energy efficient lighting, replacement of damaged floor files, and purchase of tables, chairs, shelving, etc.

Recreation Division Report – February 20, 2019 Commission Meeting

The department had 34 programs starting in February including: Irish Dance, Old Family Photos & the Digital Age, Afterschool Spanish, Youth & Little Tykes Martial Arts, Tae Kwon Do, Well Women Workshop, PULSE, Music Fun, Music Fun for Families, Kids Cuisine, Don't Be Bullied, EZ defense for Women, Mad Science Jr Scientists, Mad Science Funky Forensics, Oodles of Art, Acrylic Painting, Henna class, Learn to Sew, Yoga, TRX, Guided Meditation, Adult Golf, Money Saving Travel Tips, Girls Softball Hitting Clinic, Ukulele Madness, Sweetheart Party for Tots, Scrapbooking Crop, Time for Two, Valentine's Music Party for Tots, Firefighters Are Your Friends, Babysitters Training, Afterschool Tech Camps, and Snowman/Snow Creature Building Contest.

Classes cancelled due to low enrollment: Music Fun for Babies, Beginning Guitar, Pitch Clinic (due to school weather related cancellations we could not make it work to get it in), Cupcake Floral Bouquet, Horseback Riding, Spring into Spring Workshop.

Upcoming events include the following:

Easter Egg Hunt: Saturday, April 13th at Firemen's Park starting at 11:00 a.m. sharp. We could use some volunteers for that day, arrive at the Sr. Center at 10:00 a.m. to help hide eggs, hunt is at 11:00 a.m., by 11:30 a.m. we should be cleaned up.