

# JOINT PARKS AND RECREATION BOARD MEETING NOTICE AND AGENDA

### Wednesday, January 10, 2024 6:30 PM

Pewaukee City Hall ~ Common Council Chambers

- 1. Call to Order and Pledge of Allegiance
- 2. Public Comment Please limit your comments to 2 minutes, if further time for discussion is needed please contact the Director prior to the meeting.
- 3. Approval of the meeting minutes from December 13, 2023.
- 4. Discussion and possible action regarding National Day of Prayer proposal.
- 5. Discussion and possible action regarding 2024 proposed special events from Positively Pewaukee.
- 6. Discussion and possible action regarding scoreboard donation from Pewaukee Youth Baseball and installation for Kiwanis Village Park diamonds 1 and 2.
- 7. Discussion and possible action to replace infield fencing of diamond 2 at Kiwanis Village Park.
- 8. Discussion and possible action regarding the replacement of the asphalt basketball court at Kiwanis Village Park.
- 9. Update regarding the health of the Laimon Park Fund.
- 10. Discussion and possible action regarding metal detecting at Pewaukee parks.
- 11. Adjournment

Nick Phalin, CPRP Parks & Recreation Director

January 5, 2024.

#### **NOTICE**

It is possible that members of other governmental bodies of the municipality may be in attendance to gather information that may form a quorum. At the above stated meeting, no action will be taken by any governmental body other than the governmental body specifically referred to above in this notice.

Any person who has a qualifying disability under the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible format must contact the Park and Recreation Director at (262) 691-7275 by 2:00 p.m. the Monday prior to the meeting so that arrangements may be made to accommodate your request.

# CITY OF PEWAUKEE JOINT PARK AND RECREATION BOARD AGENDA ITEM 3.

### MEETING MINUTES Wednesday, December 13, 2023 6:30 PM

Pewaukee City Hall ~ Common Council Chambers

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ln	atten	dance:
	aucin	Tank.

D. Linsmeier, G. Majeskie, D. Kaatz, K. Kreuser, E. Krasovich.

Also Present:

Director of Parks and Recreation N. Phalin.

- 1. Call to Order and Pledge of Allegiance
- 2. Public Comment
- 3. Approval of the September 13, 2023 meeting minutes.

A motion was made and seconded, (Dave Linsmeier, Eric Krasovich) to approve meeting minutes from September 13, 2023. Motion Passed: 5-For, 0-Against.

- 4. Update regarding Hearts Alive events throughout February.
- 5. Discussion and possible action regarding synthetic field turf bids for Pewaukee Sports Complex.

A motion was made and seconded, (Gary Majeskie, Dave Linsmeier) to accept the bid and recommend it to the Common Council. Motion Passed: 5-For, 0-Against.

- 6. Update regarding bid for Laimon Park balcony and roof renovation project.
- 7. Discussion and possible action regarding Laimon Park financials for September, October and November.

A motion was made and seconded, (Kristen Kreuser, Eric Krasovich) to approve Laimon Park financials from September, October and November 2023. Motion Passed: 5-For, 0-Against.

- 8. Update regarding 2024 approved budget.
- 9. Adjournment

A motion was made and seconded, (Gary Majeskie, Dave Linsmeier) to adjourn. Motion Passed: 5-For, 0-Against.

Respectfully Submitted, Nick Phalin, CPRP December 7, 2023

## CITY OF PEWAUKEE JOINT PARK AND RECREATION BOARD AGENDA ITEM 4.

**DATE:** January 10, 2024

**DEPARTMENT:** Parks and Recreation

**PROVIDED BY:** Nick Phalin

#### **SUBJECT:**

Discussion and possible action regarding National Day of Prayer proposal.

#### **BACKGROUND:**

The Joint Parks and Recreation Board has approved this event the last 2-3 years with a similar agenda.

#### FINANCIAL IMPACT:

#### **RECOMMENDED MOTION:**

#### **ATTACHMENTS:**

Description

National Day of Prayer

## National Day of Prayer Schedule May 2,2024

About National Day of Prayer Task Force Mission: The National Day of Prayer exists to mobilize unified public prayer for America.

\* The First Thursday of May- "The National Day of Prayer (NPD) is an annual observance held on the first Thursday of May, Inviting people of all faiths to pray for the nation. It was created in 1952 by a joint resolution of the United States Congress. And signed into law by President Harry Truman.

LOCATION: Pewaukee Lakefront Park

DATE: THURSDAY MAY 2, 2024

TIME: 1:00PM-6:00PM

1:00-1:15: Welcome

1:30- 2:00: NPD Prayer Opening Prayer / Music

2:00- 3:00: Prayer Walk - (From Lakefront circle local Businesses and Community.

3:00- 4:15: Recognition / Appreciation Presentation
Pewaukee Village President - Jeff Knutson
Pewaukee Police Department/ Chief Police- Timothy Heier
Pewaukee Fire Department / Chief Fire Captain - Kevin Bierce
Positive Pewaukee - Representative

4:30- 5:00.: Community Prayer / State and National Government Schools, Media, Family, Churches and Military

5:30: Closing Remarks & Prayer

# CITY OF PEWAUKEE JOINT PARK AND RECREATION BOARD AGENDA ITEM 5.

DATE:	January 10, 2024
DEPARTMENT:	Parks and Recreation
PROVIDED BY:	
SUBJECT:	
Discussion and possible	le action regarding 2024 proposed special events from Positively Pewaukee.
BACKGROUND:	
FINANCIAL IMPA	CT:
RECOMMENDED A	MOTION:
ATTACHMENTS:	
Description	
Welcome Waves	

Waterfront Wednesday Grilling and Chilling



### SPECIAL EVENT PERMIT APPLICATION

Permit approved

235 Hickory Street
Pewaukee, WI 53072
262-691-5660
262-601-5664

Permit fees paid Date
Deposit paid Date
Deposit returned? Date
FEES ARE NON-REFUNDABLE

Date

www.villageofpewaukeewi.us

	Application	ns are due 90 days PRI	OR to the e	vent.	
ORGANIZATION INFORMATION					
Name of Organization					
Positively Pew	aukee	2			
Street Address		City Pewaukee Are you a 501(c)30	State	Zip	
112 Main St		Pewaukee	WI	530'	72
Phone Number		Are you a 501(c)3 O	rganization?	<b>⊗</b> Yes	ONG
(414) 430-1374				W ies	ONO
Event Contact Person (First & Last Name)					
Liz Unruh		P	,	T	
Address		City	State	Zip	
Same					
	Phone Nun			nt Phone Ni	umber
lize positively Pewaukee	(414)4:	30-1374	Sam	2	
'					
EVENTINFORMATION	***************************************	r			
Name of Event		Date(s) of Event			
Welcome Waves		May 15,	2024		
Event Start Time		Event End Time			
Location of the Event*		8:30 p.m.			
Location of the Event*					
Lakefront Park					
You MUST attach a detailed map/sketch of y			33		
event, the direction of the route, including al					
*If you are using a Village Park, you must res					
prior to getting your special event permit app			262-691-72	/5.	
Generally describe your event and its purpose Kickoff for Waterfro	: + 11	ednesdays			
Rickoff for Waterfro	on i w	Zarres days			
Estimated Number of Devices	C		IV. 1		
Estimated Number of Participants	Spectators		Vendors		
	400				

### OTHER INFORMATION

Based on the definition described in the Special Event Manual, do you consider your event to	o be a Publi	c Special
Event or a Private Special Event? Please explain why.		
Public		
Are you a Local Civic/Nonprofit Group as defined by Village Code?		I_
(Copy of code in manual)	<b>⊘</b> Yes	O <sub>No</sub>
Is there an outdoor bar that will serve alcohol? If yes, alcohol and bartender licenses	0.,	0
are necessary under separate application.	<b>⊗</b> Yes	ONo
Is there an outdoor bar that will serve soda? <i>If yes, soda license is required</i>	<b>⊗</b> Yes	ONo
under separate application.	W les	ONO
Does the event include the sale of food on public property? <i>If yes, a Food Vendor</i>	OYes	⊗No
Permit is required under separate application.	0.00	0
Does the event include the sale of merchandise? <i>If yes, a Transient Merchant license</i>	OYes	<b>⊗</b> No
is required under separate application.  Does the event involve fireworks? If yes, please provide a detailed fireworks plan		
with application.	O Yes	<b>⊘</b> No
Does the event involve amplified music?	<b>⊗</b> Yes	ONo
If yes, will the amplified music be a:	O DJ	Other
Hours of amplified music: 6-8:30 p.m.		
Please list the number of security staff you will be providing for the event:		
Will you need barricades provided by the Village for your event, if so, how many?		
Will you be erecting any tents, canopies or other temporary structure(s)? If yes, the Fire Department and Building Inspection Department will need to inspect these structures prior to the start of your event.	O Yes	⊗No
Will you be requiring electricity?	<b>⊘</b> Yes	ONo
Will you be providing portable restrooms and wash stations?	<b>○</b> Yes	<b>⊗</b> No
If yes, how many will you provide and where will they be located?		
Will you provide parking for participants?	<b>O</b> Yes	⊗No
If yes, where will parking be available?		
Will you provide a dumpster/clean-up services?	O Yes	⊗No
Will you need extra 55 gallon garbage cans? <i>If yes, please include the number of cans you would like in your refuse collection plan below.</i>	O Yes	⊗No
If yes, please describe your clean-up and refuse collection plan.		

#### OTHER INFORMATION CONTINUED

What other assistance do you forese	ee needing from the Village (personnel, materials, a	and/or equipmen	t)?
	a convert the Millers of Device the Constant Secretary		
Manual including the Special Events	a copy of the Village of Pewaukee Special Events Ordinance?	<b>⊗</b> Yes	ONo
INSURANCE REQUIREMENTS A certificate of insurance (\$1,000,000 mid the Village of Pewaukee as an additional required. Those events that will be required to: 1) an event that includes also per day, or 3) an event that includes a result of the control of the contr	inimum coverage) and a copy of the "additional insured' insured under the event organizer's general liability ins ired to provide the aforementioned insurance indemnif hol, or 2) an event that is anticipated to have attendance and closure.	fication include, but the greater than 500	be t are not people
Are you able to provide these insur-	ance documents, if required?	∀es	ONo
of the event (or portion thereof), two we applicant, if, upon inspection, all is in orcloss or cleaning costs. The Village reserv the time frame as specified in the permitall necessary cleanup associated with the	t to the Village a cleaning/damage deposit of \$200 per deeks prior to the starting date of the event. The deposit der, or a prorated portion thereof as may be necessary to see the right to retain the entire deposit if cleanup is not to the control of the control of the permit, the applicant see permitted event to be completed within twelve (12) here any deposit required by the Park/Recreation Department	shall be refunded to reimburse the Vicon pleted satisfaction be fully respondurs after the conc	to Illage for ctorily in Isible for
the Police and/or Fire Department and/o Applicant's permit. The Village Administ	wn a special event that is in progress if it is deemed to bor there is a violation of Village Ordinances, State Statut trator and/or his/her designee may revoke an approved ith the provisions of the permit prior to the event date.	es or the terms of t	the
Village of Pewaukee, its employees, age demands, actions, causes of action, cost actual attorney fees arising from the ap	ries authorization to act on behalf of their organization a nts, subcontractors and assigns indemnified as and agai its or expenses made against or incurred by the Village, i proval of this event application and the conducting of the I claims for injury or damage to property arising from th	inst any and all clair ncluding, but not li ne activity set forth	ms, mited to, therein
Signature of Applicant	Date	2	
	For staff use only		
Application forwarded to:	. c. c.ap are city		
☐ Building Inspector	☐ Fire Chief		
☐ Chief of Police	☐ Park & Recreation Director		
☐ Clerk/Treasurer	☐ Public Works Director		

## **SPECIAL EVENT PERMIT APPLICATION**

235 Hickory Street
Pewaukee, WI 53072
262-691-5660
262-691-5664

Permit approved	Date
Permit fees paid	Date
Deposit paid	Date
Deposit returned?	Date
	FEES ARE NON-REFUNDABLE

www.villageofpewaukeewi.us

Applications are due 90 days PRIOR to the event.				
ORGANIZATION INFORMATION				
Name of Organization				
Positively Pewauk	RR			
Street Address		City		Zip
112 Main St		Pewaukee	WI	53072
Phone Number		Are you a 501(c)3 O	rganization?	
414 - 430 - 1374				W 165 ON
Event Contact Person (First & Last Name)				
Liz Unruh				<b>L</b> .
Address		City	State	Zip
Same	N N	d.	D [F	DI N I
2	Phone Num			nt Phone Number
lizunruh e positivelypewaukee	Sar	Y1 (C	1414-4	30-1374
EVENT INFORMATION				
Name of Event		Date(s) of Event	·	2024
Waterfront Wednesday	У	June 5, 12,19,26	July 1	0,17,24,31
Event Start Time / Event End Time /				
5:30 - 8:30 p.m. 8:30 p.m.				
Location of the Event*		V		
Lakefront Park				
You MUST attach a detailed map/sketch of yo			a contract to the contract of	TO SECURE OF THE
event, the direction of the route, including all turns and the number of traffic lanes to be used.  *If you are using a Village Park, you must reserve the park through the Park/Recreation Department				
prior to getting your special event permit appl				
Generally describe your event and its purpose	roveu by ti	ie village Board. Call	202-031-72	73.
and the state of t				
Weekly concert so	eries	S		
Estimated Number of Participants	Spectators ム	00	Vendors	

### OTHER INFORMATION

Based on the definition described in the Special Event Manual, do you consider your event to	o be a Publi	c Special
Event or a Private Special Event? Please explain why.		
Public		
Are you a Local Civic/Nonprofit Group as defined by Village Code?	Yes	ONO
(Copy of code in manual)	W ies	ONo
Is there an outdoor bar that will serve alcohol? If yes, alcohol and bartender licenses	<b>⊗</b> Yes	ONo
are necessary under separate application.	<b>6</b> 103	ONO
Is there an outdoor bar that will serve soda? If yes, soda license is required	<b>⊗</b> Yes	ONo
under separate application.	0.00	0,
Does the event include the sale of food on public property? <i>If yes, a Food Vendor</i>	OYes	ØNo
Permit is required under separate application.		
Does the event include the sale of merchandise? <i>If yes, a Transient Merchant license</i>	OYes	⊗No
is required under separate application.		
Does the event involve fireworks? <i>If yes, please provide a detailed fireworks plan</i>	O Yes	Ø No
with application.		
Does the event involve amplified music?	<b>⊗</b> Yes	ONo
If yes, will the amplified music be a:	О ы	Other
Hours of amplified music: 6-8:30 p.m.		
Please list the number of security staff you will be providing for the event:		
Will you need barricades provided by the Village for your event, if so, how many?		
Will you be erecting any tents, canopies or other temporary structure(s)? If yes, the Fire		
Department and Building Inspection Department will need to inspect these structures	<b>○</b> Yes	<b>⊗</b> No
prior to the start of your event.		
Will you be requiring electricity?	<b>⊗</b> Yes	ONo
Will you be providing portable restrooms and wash stations?	<b>○</b> Yes	⊗No
If yes, how many will you provide and where will they be located?		
Will you provide parking for participants?	OYes	ØNo
If yes, where will parking be available?		
Will you provide a dumpster/clean-up services?	O Yes	<b>⊘</b> No
Will you need extra 55 gallon garbage cans? <i>If yes, please include the number of cans you</i>	0	~
would like in your refuse collection plan below.	O Yes	ØNo
If yes, please describe your clean-up and refuse collection plan.		

### OTHER INFORMATION CONTINUED

What other assistance do you foresee	e needing from the Village (personnel	, materials, and/o	r equipme	nt)?
			<b>-</b>	
Have you reviewed and do you have a Manual including the Special Events (	273	ecial Events	<b>⊗</b> Yes	ONo
INSURANCE REQUIREMENTS A certificate of insurance (\$1,000,000 mir the Village of Pewaukee as an additional i required. Those events that will be requi limited to: 1) an event that includes alcoh per day, or 3) an event that includes a roa	nimum coverage) and a copy of the "addit insured under the event organizer's gener red to provide the aforementioned insura rol, or 2) an event that is anticipated to ha	ral liability insurance ance indemnificatior	e policy, man n include, bu ter than 500	y be ut are not
Are you able to provide these insura DEPOSIT REQUIREMENTS	nce documents, it required?		(X) Yes	ONo
The applicant may be required to submit of the event (or portion thereof), two we applicant, if, upon inspection, all is in ord loss or cleaning costs. The Village reserve the time frame as specified in the permital necessary cleanup associated with the the event. (This deposit is separate from	eks prior to the starting date of the event er, or a prorated portion thereof as may less the right to retain the entire deposit if or Unless otherwise stated in the permit, the permitted event to be completed within	. The deposit shall be necessary to reim cleanup is not comple applicant shall be twelve (12) hours af	ne refunded aburse the V leted satisfa a fully respo fter the cond	to /illage for ctorily in nsible for
TERMINATION OF AN EVENT The Village reserves the right to shut dow the Police and/or Fire Department and/o Applicant's permit. The Village Administr applicant fails to comply in good faith with	r there is a violation of Village Ordinances ator and/or his/her designee may revoke	s, State Statutes or the an approved Specia	he terms of	the
By signing this form, the applicant certific Village of Pewaukee, its employees, agen demands, actions, causes of action, costs actual attorney fees arising from the appincluding, but not limited to, any and all or related thereto.	ts, subcontractors and assigns indemnific or expenses made against or incurred by roval of this event application and the co	ed as and against any the Village, includir nducting of the activ	y and all claing, but not l vity set forth	ims, imited to, n therein
Signature of Applicant		Date		
	For staff use only			AND THE STREET
Application forwarded to:	C Fire Chief			
<ul><li>☐ Building Inspector</li><li>☐ Chief of Police</li></ul>	<ul><li>☐ Fire Chief</li><li>☐ Park &amp; Recreation Director</li></ul>			
☐ Clerk/Treasurer	☐ Public Works Director			



## SPECIAL EVENT PERMIT APPLICATION

235 Hickory Street
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262-691-5660
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Permit approved Date
Permit fees paid Date
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Deposit returned? Date
FEES ARE NON-REFUNDABLE

www.villageofpewaukeewi.us

Applications are due 90 days PRIOR to the event.							
ORGANIZATION INFORMATION							
Name of Organization							
Positively Pews	auke	C					
Street Address		City	State	Zip			
112 Main St		Pewaukee	WI	5307	12		
Phone Number		Are you a 501(c)3 O	rganization?	1072000			
414-430-1374				<b>⊗</b> Yes	ONo		
Event Contact Person (First & Last Name)							
Liz Unruh							
Address		City	State	Zip			
Same		¥					
The state of the s	Phone Nun		Day of Eve	nt Phone N	umber		
lizunruh epositively pewaukee	Sam	C	sam	C			
/ 1							
EVENT INFORMATION							
Name of Event	33.1	Date(s) of Event	wisday	1			
Grilling + Chilling	-	Septembe	r 12,	2024			
Event Start Time		Event End Time					
5:30		7:30					
Location of the Event*							
Lakefront Park							
You MUST attach a detailed map/sketch of yo					0		
event, the direction of the route, including all							
*If you are using a Village Park, you must rese							
prior to getting your special event permit app	roved by th	ne Village Board. Call .	262-691-72	75.			
Generally describe your event and its purpose			1				
Band, grilling by po	lice d	ept, selling	beer	•			
Estimated Number of Participants	Spectators		Vendors				
250	Pectators		vendors				
0  40							

OTHER INFORMATION		
Based on the definition described in the Special Event Manual, do you consider your event to	be a Public	: Special
Event or a Private Special Event? Please explain why.		
Public		
Are you a Local Civic/Nonprofit Group as defined by Village Code?	<b>⊘</b> Yes	ON₀
(Copy of code in manual)	0	
Is there an outdoor bar that will serve alcohol? If yes, alcohol and bartender licenses are necessary under separate application.	<b>⊘</b> Yes	ONo
Is there an outdoor bar that will serve soda? If yes, soda license is required	<b>⊘</b> Yes	ONo
under separate application.  Does the event include the sale of food on public property? If yes, a Food Vendor		<u> </u>
Permit is required under separate application.	OYes	⊗No
Does the event include the sale of merchandise? <i>If yes, a Transient Merchant license</i>	0	0
is required under separate application.	OYes	⊗No
Does the event involve fireworks? <i>If yes, please provide a detailed fireworks plan</i>	Over	Ø\No
with application.	O Yes	⊗ No
Does the event involve amplified music?	<b>⊗</b> Yes	ONo
If yes, will the amplified music be a:	O DJ	Other
Hours of amplified music: 5:30 - 7:30	-	
Please list the number of security staff you will be providing for the event:		
Will you need barricades provided by the Village for your event, if so, how many?		
Will you be erecting any tents, canopies or other temporary structure(s)? If yes, the Fire Department and Building Inspection Department will need to inspect these structures prior to the start of your event.	OYes	⊗No
Will you be requiring electricity?	<b>Ø</b> Yes	ONo
Will you be providing portable restrooms and wash stations?	O Yes	<b>⊗</b> No
If yes, how many will you provide and where will they be located?		
Will you provide parking for participants?	<b>○</b> Yes	<b>⊘</b> No
If yes, where will parking be available?		
Will you provide a dumpster/clean-up services?	O Yes	<b>⊘</b> No
Will you need extra 55 gallon garbage cans? If yes, please include the number of cans you would like in your refuse collection plan below.	O Yes	⊗No
If yes, please describe your clean-up and refuse collection plan.		

OTHER INFORMATION CONTINUED					
What other assistance do you foresee ne	eding from the Village (personnel, materials, and/o	r equipmen	t)?		
Have you reviewed and do you have a co	ppy of the Village of Pewaukee Special Events	0.4	O.,		
Manual including the Special Events Ordi		<b>⊗</b> Yes	ONo		
the Village of Pewaukee as an additional insu required. Those events that will be required	um coverage) and a copy of the "additional insured" endo red under the event organizer's general liability insurance to provide the aforementioned insurance indemnification or 2) an event that is anticipated to have attendance greatoure.	e policy, may n include, but	be t are not		
Are you able to provide these insurance	documents, if required?	Yes	ONo		
DEPOSIT REQUIREMENTS					
of the event (or portion thereof), two weeks applicant, if, upon inspection, all is in order, closs or cleaning costs. The Village reserves the time frame as specified in the permit. Ur all necessary cleanup associated with the permit.	he Village a cleaning/damage deposit of \$200 per day for prior to the starting date of the event. The deposit shall for a prorated portion thereof as may be necessary to reingle right to retain the entire deposit if cleanup is not compuless otherwise stated in the permit, the applicant shall be mitted event to be completed within twelve (12) hours a deposit required by the Park/Recreation Department for	be refunded on the Villeted satisface fully responding the fully responding the conc	to illage for ctorily in nsible for		
the Police and/or Fire Department and/or th Applicant's permit. The Village Administrato	special event that is in progress if it is deemed to be a purere is a violation of Village Ordinances, State Statutes or the rand/or his/her designee may revoke an approved Special provisions of the permit prior to the event date.	the terms of t	the		
By signing this form, the applicant certifies authorization to act on behalf of their organization and hereby releases the Village of Pewaukee, its employees, agents, subcontractors and assigns indemnified as and against any and all claims, demands, actions, causes of action, costs or expenses made against or incurred by the Village, including, but not limited to, actual attorney fees arising from the approval of this event application and the conducting of the activity set forth therein including, but not limited to, any and all claims for injury or damage to property arising from the event or any activities related thereto.					
Signature of Applicant	Date				
	For staff use only				
Application forwarded to:	× 10				
☐ Building Inspector	☐ Fire Chief				
☐ Chief of Police	☐ Park & Recreation Director				
□ Clerk/Treasurer	□ Public Works Director				

## CITY OF PEWAUKEE JOINT PARK AND RECREATION BOARD AGENDA ITEM 6.

**DATE:** January 10, 2024

**DEPARTMENT:** Parks and Recreation

**PROVIDED BY:** Nick Phalin

#### **SUBJECT:**

Discussion and possible action regarding scoreboard donation from Pewaukee Youth Baseball and installation for Kiwanis Village Park diamonds 1 and 2.

#### **BACKGROUND:**

Pewaukee Youth Baseball has proposed a donation of \$30,000 towards new baseball scoreboards for Kopecky Field and Diamond 2 at Kiwanis Village Park. Their donation may exceed the price of scoreboards and electrical wiring. If the donation exceeds this project, they would like it to go towards fencing improvements on Diamond 2.

#### FINANCIAL IMPACT:

#### **RECOMMENDED MOTION:**

To accept the donation and consider pairing Village-based improvement funds to enhance Kiwanis Village Park.

#### **ATTACHMENTS:**

Description

Badger Sporting Goods Scoreboard Quote Diamond 2 Wiring Quote Kopecky Field Diamond 1 Wiring Quote





Bill To PEWAUKEE YOUTH BASEBALL, INC

ATTN: KYLE HAUG

W277N2773 CHICORY LN

**PEWAUKEE** 

WI 53072 Order Date

Cancel Date

PO Number  $Emp \backslash Slsprsn$ 

11/10/2023 Required Date 11/10/2023

08/05/2026 QUOTE

 $AM\backslash AM$ 

Ship To PEWAUKEE YOUTH BASEBALL, INC

ATTN: KYLE HAUG

W277N2773 CHICORY LN

**PEWAUKEE** WI 53072

#### 4' x 6' BASEBALL SCOREBOARD QUOTE

Order	D UPC	Vendor	Style	Description	Color	Size	Unit	Price	Ext
2	00625383413 .OR: TBD	AAMSCB	BA9061	4' X 6' SCOREBOARD			EA	\$2825.00	\$5650.00
14", Prote	12", 2" indicators ective digit lens kit	(Amhar Gra	oon Whita)						
2	03528151236	,	BK9061-PLK	PROTECTIVE LENS KIT - BK9061			EA	\$0.00	\$0.00
2	07365906596	AAMSCB	HRBA9000	BASEBBALL 20 KEY HANDHELD CONSOLE			EA	\$725.00	\$1450.00
	06886779212 WORK: TBD CATION- ABOVE OR	AAMSCB BELOW SC		CUSTOM AD/SPONSOR PANEL 2' x 6'			EA	\$700.00	\$1400.00
1 TBD	02168805307	JCS01	INSTALL	INSTALLATION			EA	\$0.00	\$0.00

Subtotal	\$8500.00
Tax	\$425.00
Total	\$8,925.00

Ship To PEWAUKEE YOUTH BASEBALL, INC Bill To PEWAUKEE YOUTH BASEBALL, INC Order Date 11/10/2023 Required Date 11/10/2023 ATTN: KYLE HAUG ATTN: KYLE HAUG W277N2773 CHICORY LN 08/05/2026 W277N2773 CHICORY LN Cancel Date **PEWAUKEE** WI 53072 PO Number QUOTE **PEWAUKEE** WI 53072 Emp\Slsprsn  $AM \setminus AM$ 4' x 6' BASEBALL SCOREBOARD QUOTE AAF010198 Order Quote PEWAUKEE YOUTH BASEBALL, INC AM 0 Line# **HOME GUEST** Style Header INN Color Size Description Work Order Header Status Status Date 1/1/0001 12:00:00 AM STRIKE OUT Status Note . . Notes 4' x 6' BASEBALL SCOREBOARD QUOTE Line# 0 Line# Style Header Color Size Work Order Header Description

1/1/0001 12:00:00 AM

4' x 6' BASEBALL SCOREBOARD QUOTE

Status Status Date

Notes

Status Note



## Village Park Baseball fields

#### WEST DIAMOND

- -Becker Underground to bore 220' to RC field in vicinity of old scoreboard from electrical box located by  $1^{st}$  base. They will pull in with the bore machine 220' of (1) 2" HDPE pipe bored in underground. The outfield grass would not be disturbed.
- -KMB will provide all necessary electrical materials, labor and permits to wire in for a new scoreboard powered off a breaker in the main panel. Scoreboard to be installed by others, and wired for 277v as the specs I was given.
- -Scoreboard would be controlled by a wireless controller (by others) which will have charging capabilities inside the main electrical cabinet by 1<sup>st</sup> base.

Base Price for the above \$7,885.17

Option #1 pull in (2) 2" HDPE pipes to allow for future needs if the current underground outfield light wiring goes bad you would have options in the outfield. Total for above with the two pipes would be \$10,064.92

#### BOTH DIAMONDS/SCOREBOARDS

- -Any ground restoration by others
- -If they run into rock it would be at time/materials
- -If Vac truck is needed it would be at time materials



## Village Park Baseball fields

#### **EAST DIAMOND**

- -Becker Underground to bore 160' to center field in vicinity of old scoreboard from electrical box located by 1st base. They will pull in with the bore machine 160' of (1) 2" HDPE pipe bored in underground.
- -KMB will provide all necessary electrical materials, labor and permits to wire in for a new scoreboard powered off a breaker in the main panel. Scoreboard to be installed by others, and wired for 277v as the specs I was given.
- -Scoreboard will be controlled by a wireless controller (by others) which will have a charging capabilities located inside a lockable box on the North wall of the park pavilion located close to home base.
- -KMB will provide a box (like the other baseball fields that have wireless controllers) and wire for an outlet so the controller can be plugged in and charged.

Base price for above work \$6,680.23

Option #1 pull in (2) 2" HDPE pipes to allow for future needs for example, future outfield lights. Would have a conduit back the electrical service, and hopefully not have to bore again. Total to pull in two pipes would be \$8,080.46

#### BOTH DIAMONDS/SCOREBOARDS

- -Any ground restoration by others
- -If they run into rock it would be at time/materials
- -If Vac truck is needed it would be at time materials

## CITY OF PEWAUKEE JOINT PARK AND RECREATION BOARD AGENDA ITEM 7.

**DATE:** January 10, 2024

**DEPARTMENT:** Parks and Recreation

**PROVIDED BY:** Nick Phalin

#### **SUBJECT:**

Discussion and possible action to replace infield fencing of diamond 2 at Kiwanis Village Park.

#### **BACKGROUND:**

This proposal is to replace only the infield fencing at diamond 2 at Kiwanis Village Park.

#### FINANCIAL IMPACT:

This proposal is to utilize remaining funds from the Pewaukee Youth Baseball donation towards scoreboards along with Laimon Fund fund balance.

#### **RECOMMENDED MOTION:**

To accept this proposal and recommend it to the Village Board for their approval with use from the Laimon Fund fund balance.

#### **ATTACHMENTS:**

Description

Century Fence Quote

## Quote

Century Fence Company 1300 Hickory St Pewaukee, WI 53072



Quote To: Project Location: Quote #: 20796

PEWAUKEE PARKS AND RECREATION DEPT Kiwanis Village Park Quote Date: 12/27/2023

W240 N3065 Pewaukee Road 325 Capital Drive
Pewaukee, WI 53072 Pewaukee, WI 53072

#### Description

#### **Replace Backstop**

1 - 30' x 20' x 30' x 24' high, galvanized, chain link, Backstop. 4 horizontal 1 5/8" rails on the wings and 5 rails on the back. Galvanized 9 gauge, 2" mesh, chain link fabric on the top 1/2 and, 6 gauge, 2" mesh on the bottom 1/2. All posts 4" OD, SS40, set in 12" x 60" concrete foundations.

#### **Sideline**

140' of 12' high, galvanized, chain link fence. Top, middle, and bottom, horizontal 1 5/8" rails. Galvanized 9 gauge wire, 2" mesh, chain link fabric. Line posts 3" OD, SS40, spaced 10' on center

• 4 - 3" OD, SS40, galvanized, steel pipe, end posts.

All posts set in concrete foundations.

Material & Labor: \$36,910.00

#### 7' Around The Field and Behind Players

880' of 7' high, galvanized, chain link fence with 1 5/8" top rail. Chain link fabric, galvanized 9 gauge wire, 2" mesh. Line posts 2 1/2" OD, SS40, spaced 10' on center, driven 5'.

- 10 3" OD, SS40, galvanized, steel pipe end posts.
- 4 3" OD, SS40, galvanized, steel pipe corner posts.
- 2 3" OD, SS40, galvanized, steel pipe gate posts.

Terminal posts set in 9" x 60" concrete foundations.

• 1 - 7' high x 12' wide double swing gate. Gate frame constructed from 2" steel pipe, welded at all corners.

Material & Labor: \$41,180.00

excludes: permit, private underground utility locate, rock conditions, removal of existing, underground obstructions

Quote Valid For 15 days

Acceptance:

Buyer's Signature: Date: Submitted by: Tam Faerster

This quote when accepted in writing by purchaser and by Century Fence Company includes the terms and conditions set forth on <a href="https://www.centuryfence.com">www.centuryfence.com</a> which are incorporated by reference and becomes a contract between two parties. If the project is cancelled upon agreement and special materials were purchased, the customer agrees to pay

Office: 262-956-6429

Cell:262-993-5516

to Not Cook among good of impairs

Email: TFoerster@centuryfence.com

100% of the material cost

## CITY OF PEWAUKEE JOINT PARK AND RECREATION BOARD AGENDA ITEM 8.

**DATE:** January 10, 2024

**DEPARTMENT:** Parks and Recreation

**PROVIDED BY:** Nick Phalin

#### **SUBJECT:**

Discussion and possible action regarding the replacement of the asphalt basketball court at Kiwanis Village Park.

#### **BACKGROUND:**

The current state of condition of the Kiwanis Village Park basketball court is very poor. There are some spots that contain cracks larger than 1.5" running across significant portions of the court. Upon review, the recommendation is to replace the court completely.

The current quote shows a proposal for the basketball court replacement, as well as the area around the catch basin between the building and basketball court. There is significant heaving and cracks in this area making it unsafe for parkgoers. The attached document shows the location and pictures.

#### FINANCIAL IMPACT:

This proposal is to utilize the Laimon Fund fund balance for completion.

#### **RECOMMENDED MOTION:**

To accept this proposal and recommend it to the Village Board for approval for use of the Laimon Fund fund balance for basketball court replacement.

#### **ATTACHMENTS:**

Description

Basketball Court & Catch Basin KVP Basketball Conditions

### Parking Lot Maintenance, LLC

(262) 691-3964 Fax: (262) 691-4811 www.plmpaving.com



### W225 N3178 Duplainville Road Pewaukee, WI 53072-4199

Asphalt Paving - Seal Coating - Crack Filling - Infrared Repair - Commercial Snow Removal - Striping - Excavating - Concrete

To:	Pewaukee Recreation Department	Contact: Nick Phalin
Address:	W240 N3065 Pewaukee Road	Phone:
	Pewaukee, WI 53072	Fax:
Project Name:	Kiwanis Park Basketball Court	Bid Number: 236290
Project Location:	325 Capitol Dr, Pewaukee, WI	Bid Date: 12/18/2023

Parking Lot Maintenance is proud to provide a proposal for the improvements to your property as outlined in the procedure(s):

#### **Item Description**

#### Procedure to remove and replace basketball court.

- > Saw cut area to be excavated.
- > Remove asphalt and haul off-site.
- > Install 1" of crushed stone.
- > Grade, shape and compact stone base adding water as needed.
- > Construct a two (2) layer, 3.5" (after compaction) asphalt pavement consisting of 2" of 19.0mm binder and 1.5" of 9.5mm surface course mixture.
- > Layout and stripe per existing pattern and color.

Using the same procedure as above, remove and replace deteriorated asphalt around catch basin (36' x 12').

\*\*\*\*As long as this area is done at the same time as the court the cost is \$3,600 which is included in the total price at bottom. If not done at the same time it will be \$4,800.

Total Bid Price: \$30,188

#### Notes:

Parties: Parking Lot Maintenance, LLC. ("PLM") and the Customer hereby mutually agree to be bound by these General Terms and Conditions
("Terms"), which are made part of and incorporated into the foregoing Proposal. These Terms and the Proposal including all attached pages are
collectively referenced below as "the Agreement".

#### Terms and Conditions:

- Upon Owner's written acceptance of this proposal, the Owner accepts the project specifications and materials set forth herein. No other terms and conditions, or amendment to these terms and conditions, shall be enforceable unless set forth in writing and signed by all parties. Any refusal by the Owner to proceed with the project after acceptance of the proposal shall be deemed a material breach of this contract and Owner agrees to the recovery of damages incurred by Parking Lot Maintenance, LLC ("PLM") and/or its subcontractors for all lost profit and costs, including all planning, design, preparation, and materials identifiable to the contract.
- All permits are the Owner's responsibility prior to the commencement of the project unless PLM has specified otherwise in writing. If PLM is unable to start or complete the proposed project due to obstructions (e.g., vehicles) or other actions of the Owner, the Owner shall be responsible for all costs associated with removing the obstruction (e.g. towing) or correcting the cause plus 30% over and above direct costs (labor, equipment) to cover PLM's overhead and profit.
- Due to the uncertainty of material pricing, for example, but not limited to: asphalt, fuel and concrete; PLM reserves the right to modify the contract price in the event the documented cost of the products increase from the date of the proposal compared to the price at the time of contract execution.
  - This proposal is valid for fifteen (15) days from date of proposal.
- Exclusions: Customer acknowledges and shall be solely responsible for the following:
  - Due to uncertainty with the soil conditions, if additional excavation is required due to unsuitable or unstable soils, any materials requiring to be removed at \$30/ton and replaced at \$30/ton. Final invoicing will be based on as-built quantities measured in the field and verified by load tickets.
  - Unless otherwise noted in this proposal, PLM is not responsible for any damage to private electrical lines, private utilities, or anything not marked by Diggers Hotline
  - PLM is not responsible for any landscape restoration related to construction activities.
  - PLM is not responsible for any damage to existing asphalt or concrete pavement from construction traffic requiring trucks and equipment to travel to perform the work outlined above.
  - PLM is not responsible for property line delineation.
  - All permits, engineering and architectural drawings are by others including all fees associated unless otherwise agreed and noted in the above scope of work.

Site Drainage / Site Conditions:

In the event underlying concrete, wood, other materials or unusual, unsuitable, unstable or contaminated sub-surface conditions are discovered

during excavation on the job. PLM reserves the right to refuse to perform the paving work unless minimum grades (slope) of 1.5% are attainable for surface drainage. If

Customer/Owner directs construction with less than minimum of grade of 1.5% or the Specifications or Drawings provided by Owner do not provide for 1.5% drainage in all directions, it is understood and agreed that water ponding may occur and that no warranty will attach to the paving work. Unless specifically stated in the description of the work to be performed, PLM is not responsible for modifying or changing the elevations of the existing asphalt or concrete to meet or exceed ADA standards or Compliance.

PLM reserves the right to refuse to perform the paving work unless minimum grades (slope) of 1.5% are attainable for surface drainage. If Customer/Owner directs construction with less than minimum of grade of 1.5% or the Specifications or Drawings provided by Owner do not provide for 1.5% drainage in all directions, it is understood and agreed that water ponding may occur and that no warranty will attach to the paving work. PLM at it's sole discretion may refuse to construct work when temperatures and moisture do not allow for a quality, warrantable finished product. When necessary, Owner/Agent will be required to sign off on a waiver of warranty which will be delivered to Owner/Agent in advance of construction with advance notice prior to construction activities.

PLM reserves the right to refuse to perform the paving work unless minimum grades (slope) of 1.5% are attainable for surface drainage. If Customer/Owner directs construction with less than minimum of grade of 1.5% or the Specifications or Drawings provided by Owner do not provide for 1.5% drainage in all directions, it is understood and agreed that water ponding may occur and that no warranty will attach to the paving work.

Materials and Workmanship:

- All materials will be as specified. All work will be performed in a workmanlike manner in accordance with industry standards. PLM does not guarantee or warrant the project from cracking, whether original installation or resurfacing, and Owner understands that cracking is likely to occur. PLM is not responsible for filling cracks in existing deteriorated (alligator) areas unless otherwise specified in writing. PLM shall not be responsible for any damages based on abuse, misuse or Owner's failure to backfill edges of paved areas. All labor performed and material provided is conclusively accepted and satisfactory unless PLM is notified in writing within 5 days after project is completed.
- Customer agrees that this proposal is subject to PLM standard one (1) year warranty, a copy of which Customer acknowledges receiving with this proposal on all materials and labor based on industry standards and reserves the sole right to determine the means and methods to complete any mutually agreed repairs.
- Warranty is voided in the event of non-payment for any payment due based on original Proposal and any subsequent Change Orders until payment is received in full.

#### EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF OTHER LIABILITY EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF OTHER LIABILITY:

- PLM's liability with respect to any breach of this Contract or any breach of any warranty that would be found to exist shall not exceed the contract price. PLM shall not be subject to and disclaims:
- (1) Any other obligations or liabilities arising out of breach of contract or warranty, including any implied warranty of merchantability or fitness for a particular purpose
- (2) Any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by PLM, or any undertakings, acts or omissions relating thereto, and (3) All consequential, incidental special and/or contingent damages whatsoever. Owner agrees to indemnify and hold harmless PLM from any and all claims, liabilities, costs and expenses of any nature arising from injuries to third parties at the job site or the interruption or destruction of Owner/private underground cable, pipes or installations.

#### Work of Others:

- PLM shall not be liable for any damage because of any delay due to any cause beyond PLM's complete control, including but not limited to any act of God, act of Owner, embargo or other governmental act, regulation or request, fire, accident, strike, slow-down, war, riot, delay in transportation, delayed delivery by suppliers or Owner's or PLM's inability to obtain the necessary permits or licenses or comply with any other governmental regulations concerning the installation or performance.
- In the event of any such delay, the date of completion shall be extended for a period equal to the time lost by reason of the delay. Claims by Owner against PLM must be made in writing to PLM within five (5) days of knowledge of the alleged claim and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Owner.

#### Severability:

If any of these Terms and Conditions shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provisions hereof which shall be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such illegality or unenforceability shall destroy the underlying business purpose of these Terms and Conditions.

#### Price and Payment:

- The prices in this proposal are PLM's prices for the goods and/or services with the Exclusion of Consequential Damages and Disclaimer of Other Liabilities, set forth above, including the disclaimer of strict liability and other tort liability, enforceable against the Owner. If Owner desires for PLM to provide a greater or additional warranty and/or to be liable for some or all of the matters disclaimed herein, then the Owner must notify PLM in writing and a new contract will be prepared which excludes this language, but which reflects higher sales prices reasonably compensating PLM for assuming that additional exposure.
- NOTICE OF LIEN RIGHTS: "AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON YOUR PROPERTY MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDING(S) IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED PRIME CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH YOU OR THOSE WHO GIVE YOU IDENTIFICATION NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU SHOULD GIVE A COPY OF EACH NOTICE YOU RECEIVE TO YOUR MORTGAGE LENDER, IF ANY. THE UNDERSIGNED PRIME CONTRACTOR AGREES TO COOPERATE WITH YOU AND YOUR LENDER, IF ANY, TO SEE THAT ALL POTENTIAL CLAIMANTS ARE DULY PAID.
- PLM IS NOT RESPONSIBLE FOR PAVEMENT BREAKAGE DUE TO NORMAL CONSTRUCTION TRAFFIC. PLM IS NOT RESPONSIBLE FOR DAMAGE TO OR INJURIES CAUSED BY ANY OWNER/PRIVATE INSTALLED UTILITIES, GAS, ELECTRIC, WATER, SEWER, CABLE, TELEPHONE, PIPES, LINES, CONDUITS, OR OTHER UNDERGROUND OBSTRUCTIONS, (herein "UNDERGROUND INSTALLATIONS").

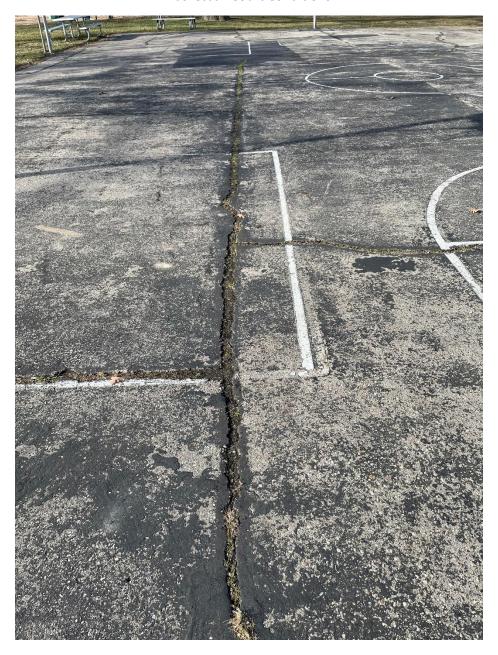
#### Payment Terms:

Work will stop if payments are not received per this schedule: 25% at time of execution of proposal, 75% due upon completion. All invoices are due 15 days after the date on the invoice. Any payment not made when due shall accrue compound interest at the rate of 1 1/2% per month. Should Customer wish to pay for this work with a credit card, a 4% markup to the total contract price including all accepted options and change orders will be added to the contract total.

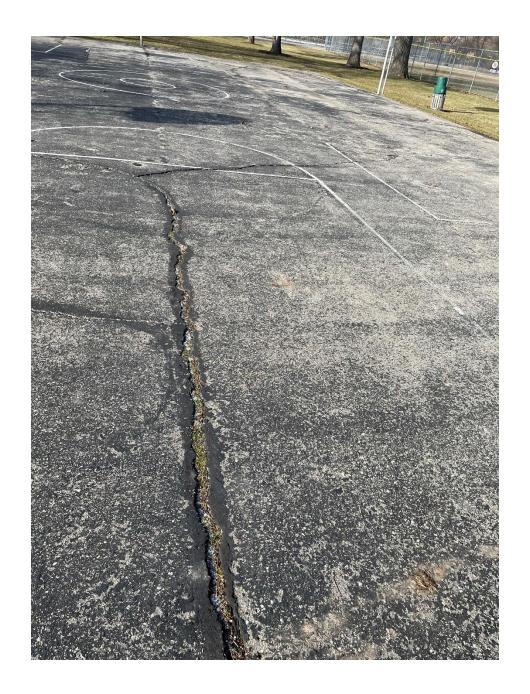
1/3/2024 1:34:13 PM

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	Parking Lot Maintenance, LLC
Buyer:	
Signature:	Authorized Signature:
Date of Acceptance:	Estimator: Tom Opie
	(414) 406-2718 tom@plmpaving.com

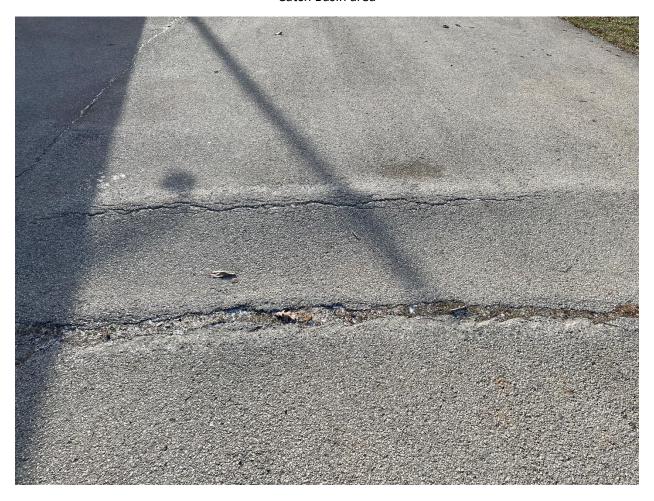
**Basketball Court Conditions** 







Catch Basin area







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## CITY OF PEWAUKEE JOINT PARK AND RECREATION BOARD AGENDA ITEM 9.

**DATE:** January 10, 2024

**DEPARTMENT:** Parks and Recreation

**PROVIDED BY:** Nick Phalin

#### **SUBJECT:**

Update regarding the health of the Laimon Park Fund.

#### **BACKGROUND:**

Attached is a proposed funding source including the PYB donation and proposed funding of Laimon Park Fund fund balance.

#### FINANCIAL IMPACT:

#### **RECOMMENDED MOTION:**

#### **ATTACHMENTS:**

Description

Proposed Project funding

Kiwanis Village Park Improvements Proposal - 2024					
Item	Amount	15% Contingency	PYB Funding	Village / Laimon Funding	Notes
Scoreboards (2)	\$ 8,500.00	\$ 9,775.00	\$ 9,775.00		
Wiring (Scoreboards)	\$ 16,746.00	\$ 19,257.90	\$ 19,258.00		
Fencing (Infield, Dmd 2)	\$ 36,910.00	\$ 42,446.50		\$ 42,447.00	Needs Public Bid
Basketball Court	\$ 26,588.00	\$ 30,576.20		\$ 30,577.00	Needs Public Bid
Total Project Cost / Funded	\$ 88,744.00	\$ 102,055.60	\$ 29,033.00	\$ 73,024.00	
Total Project Cost (w Contingency)	\$ 102,055.60				
PYB Total Donation value	\$ 30,000.00				
Village Total Contribution	\$ 72,055.60				
Laimon Fund Balance as of November 2023					
\$ 294,629.00	Fund Balance				
\$ 90,000.00	Balcony Project	t Placeholder			
\$ 204,629.00	Remaining				
\$ 72,055.60	Less proposed	projects above			
\$ 132,573.40	After Balcony 8	& Project			
	Above does no	t assume any 2024 r	evenues		

## CITY OF PEWAUKEE JOINT PARK AND RECREATION BOARD AGENDA ITEM 10.

**DATE:** January 10, 2024

**DEPARTMENT:** Parks and Recreation

**PROVIDED BY:** Nick Phalin

#### **SUBJECT:**

Discussion and possible action regarding metal detecting at Pewaukee parks.

#### **BACKGROUND:**

We have had a handful of inquiries around metal detecting in the last year but do not currently have any guidelines in place. Director Phalin requested policy or information from neighboring communities - City of Waukesha, Waukesha County Parks, City of Brookfield, Village of Sussex. Attached document shares their feedback, if given.

#### FINANCIAL IMPACT:

#### **RECOMMENDED MOTION:**

To adopt the attached document and include with park rules.

#### **ATTACHMENTS:**

Description

Neighbor community metal detecting feeback Policy Proposal

#### **Metal Detecting Policies**

Requested: City of Waukesha, Waukesha County, City of Brookfield, Sussex

Received: Waukesha County, Sussex, Brookfield

Permits Required: Waukesha County (no fee) – 68 people in 2023, good for 1 year. All permit holders must keep a copy of the physical permit on their person when metal detecting and must abide by the rules of the permit. Park staff can request to see a copy of the permit. If the person does not have the permit on them, they will be advised of the permit process in order to continue to metal detect in the park.

Sussex response: I have a few people that metal detect in village park usually after events I have talked to them when I've seen them and just insured that they are not digging and leaving big holes behind the digging they do is usually very minor and unnoticeable when they move on. To the best of my knowledge we do not have anything on the books about metal detection so I've handled it on a case by case basis and that has worked well. – Thom Berres, Parks Supervisor

Brookfield Response: We do not have a policy on this topic. When asked for permission, we typically discuss the areas they would like to investigate and determine if acceptable. Clearly, the surface must be replaced as found. Fortunately, we have not had any issues.

#### Waukesha County permit:

IN CONSIDERATION of Waukesha County (which, in this document, includes the County, all of its employees, and all of its boards, commissions, department and employees and members thereof) permitting me to metal detect at park facilities, I hereby agree to the following conditions:

- 1. Refrain from metal detecting in beach areas during any public or private activity, including but not limited to regular beach use, lifeguard training, swim lessons, maintenance and special events activities.
- 2. Refrain from metal detecting in reserved areas during any public or private activity.
- 3. Display a valid daily park entrance pass or annual sticker on personal vehicle(s).
- 4. Do not disturb any protected areas.
- 5. Fill in any holes that you dig during your search.
- 6. Release and discharge Waukesha County from any and all liability to me, my heirs and assigns, for any and all loss, injury, or damage, from whatever cause, for injury or damage to property of which is in any way related to my use of metal detection pursuant to this permit. I understand that the purpose and intent of this release and discharge is to prevent me, my heirs and assigns, from recovering any money from Waukesha County where such loss, injury or damage resulted from or was caused by any cause other than the gross negligence or willful misconduct of Waukesha County, including but not limited to

those caused by others within the park, maintenance of the lakes and other property and conditions within the park.

- 7. Will hold harmless, indemnify and defend Waukesha County from and against any loss, damage, cost and expense, including attorney fees, that Waukesha County may suffer or incur due to any claims, demands, legal proceedings or judgments against it, brought by or on behalf of anyone, including but not limited to relatives of mine or other third-parties, as the result, in whole or in part, of any act or failure to act by myself or Waukesha County, including but not limited to, such as described in the preceding paragraph, arising from or is any way related to my metal detection activities within Waukesha County Parks. I understand that the purpose and intent of this paragraph is to require that if third-party seeks money from Waukesha County and that recovery is in any way related to my metal detection within a Park area, then I will pay any monetary loss, cost or expense Waukesha County incurs or is held liable for. 8. Waukesha County and I intend and agree that this Release and Indemnity Agreement be as broad and inclusive as possible in order to afford complete protection, from any type of loss, to Waukesha County, and that if any portion of this Agreement be found invalid, the remaining portions continue to be in full force and effect.
- 9. Possess a copy of this permit while metal detecting in Waukesha County parkland.

  By checking this box and submitting this form to Waukesha County, I certify that I agree to abide by the terms of this permit. I understand that this permit may be revoked at the discretion of Waukesha County staff, if my actions are inconsistent with the terms of this permit.

If I am the undersigned parent or guardian of this permit holder who is a minor, I hereby consent to his/her participating in metal detection and agree to all conditions as stated above.



### Metal Detecting Policy Proposal

- 1. Refrain from metal detecting in beach areas during any public or private activity, including but not limited to regular beach use, maintenance and special events activities.
- 2. Refrain from metal detecting in reserved areas during any public or private activity.
- 3. Do not disturb any protected areas.
- 4. Fill in any holes that you dig during your search.
- 5. Digging is only permitted from March 15-May 31 and September 1-November 30.
- 6. Failure to abide by the above guidelines will result in access to metal detecting and digging in all Pewaukee Parks.