

**Windsor Town Board  
RESOLUTION 2015-15**

**A RESOLUTION AUTHORIZING THE TOWN CHAIR TO EXECUTE QUOTES FOR  
PLAYGROUND EQUIPMENT AND AQUATIC PLAYGROUND EQUIPMENT**

**WHEREAS**, the Town Board recognizes that parks and recreation are key components of high quality living environments and economic development; and

**WHEREAS**, the goals of the Comprehensive Outdoor Recreation Plan - Parks, Trails, and Open Spaces include providing active and passive recreation opportunities through diverse recreation facilities in an equitable manner throughout the Town; and

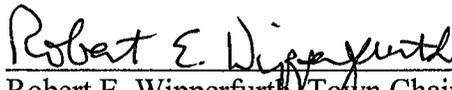
**WHEREAS**, the Town Board desires to further enhance Windsor's park and recreation options with the purchase of playground equipment and aquatic playground equipment; and

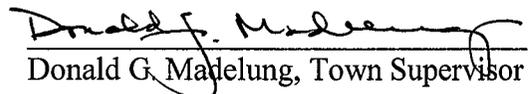
**WHEREAS**, the Town Board, at its March 19<sup>th</sup>, 2015 Town Board meeting authorized the borrowing of such funds for public purposes through Resolution 2015-14;

**NOW THEREFORE, BE IT RESOLVED**, by the Town Board of the Town of Windsor that it hereby authorizes the Town Board Chairperson to execute the quotes attached hereto as Exhibit A, Exhibit B, Exhibit C and Exhibit D.

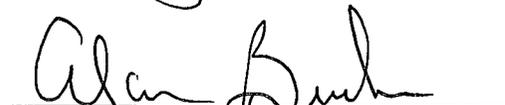
The above and foregoing resolution was duly adopted at a regular meeting of the Town Board of the Town of Windsor, Dane County, Wisconsin, on the 31<sup>st</sup> day of March, 2015, by a vote of 5 in favor 0 opposed and — abstentions.

**Town of Windsor**

  
\_\_\_\_\_  
Robert E. Wipperfurth, Town Chairperson

  
\_\_\_\_\_  
Donald G. Madelung, Town Supervisor

  
\_\_\_\_\_  
Bruce Stravinski, Town Supervisor

  
\_\_\_\_\_  
Alan Buchner, Town Supervisor

  
\_\_\_\_\_  
Monica M. Smith, Town Supervisor

Attest:   
\_\_\_\_\_  
Christine Capstran  
Clerk



**LEE**  
RECREATION LLC  
809 Bluebird Pass  
Cambridge, WI 53523  
Phone: 800-775-8937  
Fax: 608-423-7655  
Email: [vern@leerecreation.com](mailto:vern@leerecreation.com)

## QUOTATION

DATE: March 11, 2015  
TO: Town of Windsor  
4084 Mueller Rd.  
De Forest, WI 53532  
FROM: Vern Lee  
RE: Windsor Sports Commons – Final Design

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### PLAYWORLD SYSTEMS:

1-#350-1513M	Challengers "Sky High" Playstructure	\$60,681.00
	<i>Winter Sale Savings</i>	<i>(\$21,238.00)</i>
1-#ZZXX0040A	Medium PlayWeb™ with Climber	\$21,485.00
	<i>Project Discount</i>	<i>(\$4,297.00)</i>
1-#ZZXX0143	Live Wire Zipline	\$11,956.00
	<i>Winter Sale Savings</i>	<i>(\$4,185.00)</i>
1-#ZZXX0598	Quattro Seesaw with Seat Backs	\$ 4,397.00
	<i>Winter Sale Savings</i>	<i>(\$1,539.00)</i>
126-#ZZXX9400	4' L. Plastic Border Timbers w/Stakes	\$ 5,796.00
	<i>Project Discount</i>	<i>(\$1,386.00)</i>
	Subtotal	\$71,670.00
	Engineered Wood Fiber Surfacing	\$ 6,600.00
	Freight	<u>\$ 1,500.00</u>
	TOTAL	\$79,770.00

### Note:

The equipment will be assembled and installed as a supervised installation by Lee Recreation, LLC using Volunteers from the Town of Windsor  
We are estimating 2 complete 10 hour days for assembly/installation  
We supply the auger and all tools...you supply the concrete for the project

You **SAVE \$32,645.00** if purchased by April 3, 2015

Quote accepted by:

*Robert W. [Signature]* Date: 3/31/15

- 
- TERMS: Net 30
  - Lead-Time: 4 Weeks Upon Receipt of Order
  - Site Preparation, Assistance with Assembly/Installation, Concrete for the project is the responsibility of the Town of Windsor
  - Quote effective: **Sale ENDS 4-3-15**



LEE  
RECREATION LLC

809 Bluebird Pass

Cambridge, WI 53523

Phone: 800-775-8937

Fax: 608-423-7655

Email: [vern@leerecreation.com](mailto:vern@leerecreation.com)

## QUOTATION

DATE: March 11, 2015

TO: Town of Windsor  
4084 Mueller Rd.  
De Forest, WI 53532

FROM: Vern Lee

RE: Fireman's Park – Final Design

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### PLAYWORLD SYSTEMS:

1-#350-1504	Challengers™ Penthouse Playstructure	\$24,414.00
	Winter Sale Savings	(\$8,545.00)
38-#ZZXX9400	4' L. Plastic Border Timbers w/Stakes	\$ 1,748.00
	Project Discount	(\$ 418.00)
	Subtotal	\$17,199.00
	Engineered Wood Fiber Surfacing	\$ 2,725.00
	Freight	\$ 900.00
	TOTAL	\$20,824.00

### Note:

The equipment will be assembled and installed as a supervised Installation by Lee Recreation, LLC using

Volunteers from the Town of Windsor

We are estimating one complete 10 hour day for assembly/installation

We supply the auger and all tools...you supply the concrete for the project

**You SAVE \$8,963.00** if purchased prior to April 3, 2015

Quote accepted by:

*Robert W. [Signature]* Date: 3/31/2015

- 
- TERMS: Net 30
  - Lead-Time: 4 Weeks Upon Receipt of Order
  - Site Preparation, Assistance with Assembly/Installation, Concrete for the project is the responsibility of the Town of Windsor
  - Quote effective: **Sale Ends 4-03-15**



809 Bluebird Pass  
Cambridge, WI 53523  
Phone: 800-775-8937  
Fax: 608-423-7655  
Email: [vern@leerecreation.com](mailto:vern@leerecreation.com)

## QUOTATION

DATE: March 11, 2015

TO: Town of Windsor  
4084 Mueller Rd.  
De Forest, WI 53532

FROM: Vern Lee

RE: Cradle Hill Park – Final Design

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### PLAYWORLD SYSTEMS:

1-#ZZXX3150	PlayExpress The Engine Car		\$ 7,054.00
1-#ZZXX3180	PlayExpress The Sandbox Car		\$ 3,508.00
1-#ZZXX3195	PlayExpress The Tanker Car		\$ 3,325.00
1-#ZZXX3170	PlayExpress The Dining Car		\$ 2,889.00
		<i>Project Discount</i>	<i>(\$3,355.00)</i>
1-#SWING-500	Tire Swing		\$ 2,687.00
		<i>Project Discount</i>	<i>(\$ 537.00)</i>
1-#ZZXX0366	Unity Dome		\$12,500.00
		<i>Winter Sale Savings</i>	<i>(\$4,375.00)</i>
1-#ZZXX0414	Large Triumph Climber		\$ 9,194.00
		<i>Winter Sale Savings</i>	<i>(\$3,218.00)</i>
1-#ZZXX0151	Spinami		\$ 3,862.00
		<i>Winter Sale Savings</i>	<i>(\$1,352.00)</i>
54-#ZZXX9400	4' L. Plastic Border Timbers w/Stakes		\$ 2,484.00
		<i>Project Discount</i>	<i>(\$ 594.00)</i>
		Subtotal	\$34,072.00
		Engineered Wood Fiber	\$ 4,300.00
		Freight	\$ 950.00
		TOTAL	\$39,322.00

### Note:

The equipment will be assembled and installed as a supervised installation by Lee Recreation, LLC using Volunteers from the Town of Windsor  
10 hour days ea. Day...We are estimating 2 complete days for assembly/installation  
We supply the auger and all tools...You supply the concrete for the project

**You SAVE \$13,431.00** if purchased before 4/3/15

Quote accepted by: Robert Wipperfurth Date: 3/31/2015

- 
- TERMS: Net 30
  - Lead-Time: 4 Weeks Upon Receipt of Order
  - Site Preparation, Assistance with Assembly/Installation, Concrete for the project is the responsibility of the Town of Windsor
  - Quote effective: **Sale Ends 4/3/15**



# TOWN OF WINDSOR

Quote | W15025-1A

03-03-2015

## PROPOSED EQUIPMENT

<b>EQUIPMENT &amp; SERVICES TOTAL</b>	<b>\$89,606.00</b>
Equipment	\$83,744.00
Freight and Packaging Service	\$5,862.00

QTY	MODEL NO.	DESCRIPTION	UNIT PRICE	EXTENDED
(1)	05-0509	3" PRV30; 300GPM typical; Cast Bronze Pressure Reducing Valve, 10-35PSI output range; 36H Series 36H-200-02 factory set at 25PSI	\$2,335.00	\$2,335.00
(1)	W040	Water Web™	\$2,193.00	\$2,193.00
(1)	W050	Cool Stick™	\$2,560.00	\$2,560.00
(1)	W057	Water Sprout™	\$940.00	\$940.00
(1)	W071	Water Flower™	\$800.00	\$800.00
(1)	W074	Water Wickets™, 4 Arch Assembly	\$16,645.00	\$16,645.00
(2)	W088(45)	Gravity Cannon™ designed for 45 Degree Horizontal Swing Splash Zone	\$7,465.00	\$14,930.00
(1)	W093	Water Weave™	\$1,845.00	\$1,845.00
(1)	W097C-8	Over N' Under™, Water Conserving	\$5,000.00	\$5,000.00
(1)	W130	Spin N' Spill™	\$18,912.00	\$18,912.00
(1)	W218	Bug Buggle™	\$895.00	\$895.00
(1)	W226	Stream Weaver™	\$590.00	\$590.00
(1)	W009-W	Wireless Touch & Go™ Bollard	\$1,750.00	\$1,750.00
(1)	DSC-0-16-W	UL-Listed Controller w/ no hard-wired input modules, 2 modules for 16 total wired 24VAC outputs, supplied with antenna/receiver and 150'	\$4,150.00	\$4,150.00
(1)	WMFS-10	Flanged 4" Stainless Steel Manifold for Wall Mount Installation w/pressure gauge, drain valve, water hammer arrestor, (2) Full Flanged 4"S inlet connections (no plug supplied); (5) 1 1/2" discharge assemblies each w/(1) true union ball valve, (5) 1" discharge assemblies each w/(1) true union ball valve and (1) 24VAC bronze solenoid valve with 15' cord. NOTE: Water pressure to the manifold must not exceed 50 psi. The installer must ensure this requirement is met.	\$8,180.00	\$8,180.00
(3)	W200	Plain Drain™ with 4" Slip Connection	\$673.00	\$2,019.00



Fountain People Inc. (Water Odyssey™) is pleased to offer our proposal for aquatic playground and related equipment and services for the above referenced project, subject to the terms & conditions listed below.

Thank you for the opportunity to work with you on this project. Please let me know if I can help in any other way.

**Your Water Odyssey Representative**

**John Finn**

**Reese Recreation Products**

**155 E Adams Street**

**Spring Green Wi.**

**800-848-0351**

**[jfynn@reeserec.com](mailto:jfynn@reeserec.com)**



## TERMS & CONDITIONS

1. **TERMS AND CONDITIONS** which follow shall constitute the entire sales agreement between the parties. Any contrary or additional terms and conditions submitted by the purchaser shall be null and void unless specifically acknowledged in writing by Fountain People (FP) at the time of order acceptance.
2. **PURCHASE ORDERS** must be submitted in writing and be signed by an authorized representative of the purchaser. Purchase orders must be made out to "Fountain People" – not to our agent or any other party. All purchase orders must reference a specific "Equipment List" or equipment by catalog number. No purchase order will be accepted which references equipment "per Plans and Specifications".
3. **ACCEPTANCE OF ORDERS** takes place only when the order is acknowledged in writing by FP. FP reserves the right to reject any order.
4. **PRICES** are valid for 90 days from date quoted unless otherwise stated in writing. Prices on accepted purchase orders will be valid for six months from date of order. Orders not released within six months will be billed at price in effect at time of shipment.
5. **SALES TAXES** are collected by FP only on sales made in the States of Texas, California, and Florida. All other "out of State Purchases" are responsible to their own State or locality for any tax liability associated with purchase of equipment from FP.
6. **TERMS OF PAYMENT** may vary depending on the degree of custom fabrication in the purchased equipment and the credit history of the purchaser.
7. A service charge of 1.5% per month will be added to all invoices not paid within terms. Delinquent accounts will be subject to credit hold, stop notices, lien filings, or litigation, as necessary.
8. **RETENTIONS:** FP is a material supplier, not a contractor and, as such, will not accept retention of payment in any form. As a corporation, FP is required by law to report income directly to the IRS, are not bound by IRS Code 6109, and should, therefore not receive 1099's, nor should payments be withheld on this premise.
9. **MATERIAL LIENS:** As a vendor, supplier, and material manufacturer, FP does not waive any right to lien or other security interest. Purchaser shall agree to furnish upon request all information required to complete such lien or security interest. *Conditional and unconditional waivers shall be furnished to purchaser upon request or when appropriate.*
10. **FREIGHT:** All shipments will be made FOB, San Marcos, Texas. Requests by the purchaser for air freight shipment or other special handling will be billed to the purchaser.
11. **DELIVERY** will be made via common carrier. FP assumes no liability associated with shipping delays resulting from causes beyond its control.
12. **RETURNS** will not be accepted unless accompanied by a Return Material Authorization (RMA). Requests to return material must contain the original invoice number and the reason for return. Returned material will be inspected upon receipt to determine condition. Approved warranty returns will be credited to purchase within 30 days of receipt. Materials returned new and unused will be subject to a minimum 40% restocking charge. No credit will be issued for any modified, custom, or discontinued items. All freight for return items will be at purchaser's expense. No freight collect shipments will be accepted.
13. **CANCELLATIONS** made after orders are released for fabrication and shipment will be subject to a cancellation charge. Custom fabricated items may not be canceled and must be paid in full even if refused.



# WARRANTY

## General

1. Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below.
2. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first.
3. Fountain People, Inc. at their option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid.
4. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

## Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

1. **STRUCTURAL PIPE:** Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of **25 years**.
2. **FINISH:** Coating shall be warranted for a period of **2 years** against peeling or fading, under normal environmental conditions.
3. **WATER ODYSSEY™ DYNAMIC SEQUENCING CONTROL MODULE (DSC) module 02-6210** shall be warranted against defects for a period of **3 years**. All other DSC components are warranted for 1 year.
4. **VALVE BOXES AND FIBERGLASS COMPONENTS** shall be warranted against defects for a period of **3 years**.
5. **NOZZLES** constructed of brass or stainless steel shall be warranted against defects for a period of **5 Years**.
6. **POLYURETHANE COMPONENTS** shall be warranted against defects for a period of **2 Years**.
7. **UV DISINFECTION Units Manufactured by ETS/ATG UV (excluding consumables)** shall be warranted for a period of five **5 years** after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service for the unit as outlined in the Basic Operator's Guide using original manufacturers parts

## Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, chemical imbalance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.