



Board of Park Commissioners

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Agenda

Thursday, September 16, 2021

6:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Board of Park Commissioners** of the City of De Pere will be held on **September 16, 2021** at **6:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic access to the meeting is provided below:

Computer/smart phone accessing <https://www.gotomeet.me/DePere>

OR

You can also dial in using your phone.
United States (Toll Free): [1 866 899 4679](tel:18668994679)
United States: [+1 \(312\) 757-3117](tel:+13127573117)
Access Code: 154-883-285

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://depercitywi.igmp2.com/>.

I. Call to Order

1. Roll Call

II. Public Comment Period

III. Items

1. Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from August 26, 2021 meeting.
2. Consider bids for VFW Tennis Court Renovation.
3. Consideration & Possible Action to Accept \$250 Donation from Pink Flamingos to Recreation Scholarship Fund
4. Consideration & Possible Action to Accept Two Monetary Donations from the De Pere Area Men's Club valued at \$600.*

IV. Staff Updates

1. Status and updates on Beer Gardens

V. Future Agenda Items

VI. Adjournment

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, the previous day so that arrangements can be made.

Board Members

De Pere Youth Hockey

Alderspersons
Mayor James Boyd
Larry Delo, City Administrator
Judy Schmidt-Lehman, City Attorney
Marty Kosobucki
Carey Danen, City Clerk
City Hall 1st and 2nd Floor
Dennis Krueger, WDP High School
District
Ben Villaruel, De Pere School District

De Pere Select Soccer
De Pere Area Chamber of Commerce
Definitely De Pere
Brown County Library – De Pere
TV & Radio Stations
De Pere Rapides Youth Soccer
De Pere Baseball
De Pere Girls Softball

Christopher Soquet, Teen Advisor
Hundamo Lovell, Teen Advisor

Notice is hereby given that a majority of the Members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject (s) over which they have decision making responsibility.

***All items marked with an asterisk will be forwarded to the Common Council.**



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: September 16, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Grace Lahtela

SUBJECT: Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from August 26, 2021 meeting.

ATTACHMENTS:

- Draft Minutes 8-26-21 (PDF)



Board of Park Commissioners

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Draft Minutes

Thursday, August 26, 2021

6:30 PM

Council Chambers and Virtual

I. Call to Order

The meeting was called to order at 6:30 PM by Board Member Randy Soquet

Attendee Name	Title	Status	Arrived
Melissa Thiel Collar	Board Member	Present	
Ryan Jennings	Board Member	Present	
Jim Kneiszel	Board Member	Present	
Amy Chandik Kunding	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
Randy Soquet	Board Member	Present	
Hundamo Lovell	Teen Advisor	Excused	
Christopher Soquet	Teen Advisor	Present	

Others in attendance: Paula Rahn, Recreation Superintendent, Angela George, Recreation Supervisor and Grace Lahtela, Administrative Assistant.

II. Public Comment Period

Marty Kosobucki, Director of Parks, Recreation and Forestry introduced Angela George, the new Recreation Supervisor.

III. Items

1. Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from July 15, 2021 Meeting.

Aldersperson Raasch moved to approve the Board of Park Commissioners minutes from the July 15, 2021 meeting, seconded by Ryan Jennings. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Ryan Jennings, Board Member
AYES:	Thiel Collar, Jennings, Kneiszel, Kunding, Defnet Ledvina, Raasch, Soquet

2. Consideration and Possible Action to Accept Donation from De Pere Baseball to Improve Kelly Danen Ball Fields.*

Melissa Thiel Collar moved to accept the donation from De Pere Baseball for improvements to the Kelly Danen baseball fields valued at \$23,750, seconded by Aldersperson Raasch. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Melissa Thiel Collar, Board Member
SECONDER:	Dean Raasch, Alderperson
AYES:	Thiel Collar, Jennings, Kneiszel, Kundinger, Defnet Ledvina, Raasch, Soquet

3. Consideration and Possible Action to Approve Proposed 2022 Department Budget.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that a 2022 budget summary recap was provided in the agenda packet. In summary, the budget process is for department heads to prepare individual department budgets, which are submitted to the mayor. From these budget worksheets, the mayor drafts his own budget and submits it to council for approval. From this initial meeting a number of capital items are likely to be removed from the budget, which includes: the enclosed trailer, stumper, Kiwanis Park parking lot, Willems Park playground, turf baseball field, Jim Martin Park parking lot expansion and Patriot Park shelter. The operational budget is the same as last year with the exception of what is listed in the summary memo.

Marty Kosobucki, Director of Parks, Recreation and Forestry reviewed the budgets in detail. The Community Center had no change to operation costs and capital includes some boiler updates. The Park and Recreation Administration budget had a decrease due to insurance costs decreasing. The Forestry budget had an increase with \$80,000 in the budget for a contractor to come in to help with forestry, either pruning or ash tree removals.

Alderperson Raasch questioned if we have equipment to even remove the large ash trees. James Kneiszel questioned if it would be more cost effective to hire another full time employee.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that we do have the resources to handle the large ash trees, but for additional employees insurance and equipment would need to be factored in. To be effective, there would need to be two arborists hired and another bucket truck would need to be acquired.

Marty Kosobucki, Director of Parks, Recreation and Forestry continued with the Parks and Public Land budget stating that the increase is mostly due to the new wage scale for seasonal wages and the hiring of a park patrol. Swimming Pools had the largest increase which includes: an increase in wages due to the seasonal wage scale increasing and adding a senior pool manager position, which will be a 40 hour per week administrative position, in the summer, that will also help with the recruiting and hiring of staff; adding another building maintenance employee, with pools funding a portion of, which will accommodate having staff available 7 days per week and cut down on maintenance staff overtime; an increase in utility expenses; and an increase to equipment maintenance to accommodate hiring Newman Pools to help with the start-up and winterization of the pools and to make sure everything is up and running correctly.

Alderperson Chandik Kundinger questioned where construction of Legion Pool is with the increase in operating revenues at VFW.

Marty Kosobucki, Director of Parks, Recreation and Forestry commented that the decision regarding the reconstruction of Legion Pool is up to council.

Marty Kosobucki, Director of Parks, Recreation and Forestry continued with the Recreation budget stating the increases are due to the new seasonal wage scale. The Special Events budget increased due to the addition of the Holiday Light show, which will be covered mostly by donations. Park equipment had a decrease due to insurance costs decreasing.

Ryan Jennings questioned the condition of the stumper.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that the stumper is still working and we are hoping we can get another year out of it. Also, if we hire a contractor to do the vast majority of the removals, stumping will be part of the contract so the stumping numbers should go down.

Alderson Raasch explained that the struggle with the budget for the next few years is going to be regarding pressure on wages.

Ryan Jennings questioned the capital eliminations and funding projects regarding VFW and the referendum.

Alderson Raasch questioned if the increase in revenues from the VFW pool could go to offset other park capital projects.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained any revenue and funding decisions would be up to the finance director and administrator.

Randy Soquet moved to approve the 2022 Department Budget as presented, seconded by Alderson Raasch. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Randy Soquet, Board Member
SECONDER:	Dean Raasch, Alderson
AYES:	Thiel Collar, Jennings, Kneiszel, Kunderling, Defnet Ledvina, Raasch, Soquet

IV. Staff Updates

1. Status Report on VFW and Legion Pool Seasons.

Marty Kosobucki, Director of Parks, Recreation and Forestry provided a summary of pool attendance and revenues for the 2021 season for both VFW and Legion Pools. He explained that although these numbers show an increase in attendance and revenue, the expenses still have not been factored into the numbers. Overall the numbers exceeded expectations and represent the difference between a regular box pool and an aquatic facility.

RESULT:	DISCUSSED
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2. Status Report on Fox Point Furnace

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that the furnace is installed, however for WPS to get utilities to the building they will need to bore under the Fox River Trail. The trail is still the property of the railroad, so approval is needed from both the railroad and the state. We are still waiting on these approvals.

RESULT:	DISCUSSED
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3. Status update on VFW Tennis Court RFP

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that bids should come in the end of next week. He stated that he has received correspondence from a couple of vendors stating they will not be submitting bids because they cannot come close to the budget amount. This project may need to be delayed until 2022 and compensate for the shortage in the budget.

RESULT:	DISCUSSED
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V. Future Agenda Items

None

VI. Adjournment

Aldersperson Raasch moved to adjourn the meeting at 7:17 pm, seconded by Aldersperson Defnet Ledvina. Upon vote, the motion passed unanimously.

Respectfully submitted,
Grace Lahtela



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: September 16, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consider bids for VFW Tennis Court Renovation.

ATTACHMENTS:

- Memo.Tennis Courts (DOCX)
- WI, De Pere City Color Proposal 9-1-21 DIL (PDF)
- RFP.Final VFW Tennis Courts Resurfacing and Renovation with Plans (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Date: September 16, 2021

RE: VFW Tennis Court Bids

This past summer we sent out request for proposals to refurbish the Tennis Courts at VFW. The project included repairing and patching the pavement, color coating and installing two pickle ball courts. Upon bidding this summer, we did not receive any bids. In an effort to rebid the project, we revised the timeline of the project to be performed in early 2022. We received one bid for the project which was at the amount of \$77,500 for the base bid and an additional \$3,750 for our Alternate Bid.

Our current project budget was \$40,000. Of the \$40,000 we spent \$2,000 on engineering fees to assist with the development of the RFP. So of our original budget we have \$38,000 left for the project. At this time, we would recommend requesting an additional \$46,250 in the City's 2022 Budget to accomplish the project. The additional funds will cover the added cost to perform the base work, Alternate Bid, and contract with our consultant for inspection services.



Pro Track and Tennis was started in 2005 by Lance Laurent, who has over 35 years' experience in the sports resurfacing industry. Pro Track and Tennis specializes in sports resurfacing services. Whether its resurfacing your current surface or starting from scratch, we will accommodate your budget and vision of what you want your facilities to look like.

Below are some of our key personnel.

Lance Laurent-President/Owner-37 years' construction experience with 25 years dedicated to the sports surfacing industry.

Jenn Weikel-Vice President-10 years' experience

Dillon Laurent-Estimator-12 years' experience

Dustin Laurent-Sales-15 years' experience

David Villa-Lead Track Foreman-30 years' experience. Division 1 Full Pours to High School Track Installations.

Jason Berryhill- Lead Track Installer-20 years' experience.

Luis Cruz-Lead Tennis Court Installer-10 years' experience

Gary Bunjer-Controller-10 years' experience

NOTE: Pro Track and Tennis is the largest installer of Armor Crack Repair System in the country and have been certified since 2005. We provide a 5 year warranty with the Armor Crack Repair System and will extend that warranty if you have us color coat at the 5 year mark.

We anticipate this project taking approximately 3 weeks (weather permitting).

Pro Track and Tennis, Inc. | 3213 N. 90th St. | Omaha, NE 68134 | 402-238-2900
www.protrackandtennis.com

Appendix A

Proposed Fee Schedule

Company Name: Pro Track and Tennis, Inc.Company Address: 7409 N. 160th St.Company Address: Bennington, NE 68007Company Representative: Dillon LaurentSignature: 

Item	Fee
Base Bid - Removal and reinstallation of tennis courts, removal of one tennis court and install one Pickle ball court, power wash courts, rout and clean out cracks and joints, sand joints, fill with approved binder patch, application of color coating surface, application of white lines, installation of chain link fence	\$77,500.00
Alternate Bid – The alternate bid shall include the following tasks in addition to the base bid: Lowering of exterior fence to ground level, remove concrete footings to match grade, and cut tops of fence posts.	\$3,750.00

Please list any items not listed in the scope of services and fees/costs associated with those items below.

Item	Cost
Armor add/deduct Per LF	\$17.00

Request for Proposals

Resurfacing and Renovation of VFW Tennis Courts



Due: September 1, 2021 at 3:00 pm

Request for Proposals

Resurfacing and Renovation of VFW Tennis Courts

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Request for Proposals

Resurfacing and Renovation of VFW Tennis Courts

I. Introduction

A. Project Summary

The City of De Pere is seeking proposals from qualified contractors to resurface the VFW Tennis Courts, along with converting one of the tennis courts into two pickle ball courts. VFW Park is located at 730 Grant Street in De Pere, WI.

Proposals will be accepted for the work tasks described in this proposal. Price quotes shall be all-inclusive and represent the completion of all tasks necessary to appropriately resurface the facility and to convert one of the tennis courts into two pickle ball courts. The accepted proposal and firm shall be responsible for all parts, labor, and other associated equipment and/or tasks necessary to complete the resurfacing and renovation of one of the courts.

B. City Contact Information

Questions related to this RFP should be directed to:

Marty Kosobucki
De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54115
920-339-4065
mkosobucki@deperewi.gov

C. Directions for Submittal of Proposal

Each proposal shall include the following information:

1. Cost Sheet
2. Manufacturer and installation warranty information.
3. Timeline of events/tasks required to complete the installation
4. Three (3) references of tennis court resurfacing and/or renovation over the last three years

Proposals must be submitted by either paper copy or via email to Marty Kosobucki, Director of Parks, Recreation and Forestry by 3:00 pm, on September 1, 2021 at the following address:

Marty J. Kosobucki
De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54115
or email at mkosobucki@deperewi.gov

Packages containing the proposal shall be clearly marked on the outside by indicating:
VFW Tennis Courts Resurfacing and Renovations

D. Pre-Bid Meeting

There are no pre-bid meetings planned for this RFP. Questions related to this RFP should be directed, in writing, to Marty Kosobucki, Director of Parks, Recreation and Forestry.

II. Project Description

The current tennis courts have not been resurfaced in about 8 years. Although there is some cracking, the courts were inspected by the City Engineering Department, and it is felt the courts do not have to be milled.

The City has allocated \$38,000 in the 2021 budget to conduct all necessary tasks to resurface the facility and to convert one tennis court into two pickle ball courts.

The contractor will be required to perform all tasks needed to provide a satisfactory product in resurfacing the facility and converting one tennis court into two pickle ball courts. Tasks will include, but not limited to: color coating surface removal, patching and/or filling all asphalt, ensuring a smooth surface void of bird baths, removal of posts from one tennis court, installation of standards for two pickle ball courts, installation of fence to section off pickle ball courts, installing new color coating surface, and painting lines in accordance with tennis and pickle ball standards. Contractors should review the specifications in developing a proposal(s) for consideration.

The project is expected to be conducted in 2022, and be completed prior to June 1, 2022.

III. Scope of Services

A. Summary of Work

1. Summary

The contractor will supply all labor, transportation, materials, apparatus, and tools necessary for the entire proper completion of this work and is responsible to install, maintain, and remove all equipment for the proper execution of this contract. The contractor is responsible for the safe, proper, and lawful performance of equipment, maintenance and use of the same and performs in the best manner and everything properly incidental thereto, as stated in the contract documents or reasonably implied therein.

2. Existing Construction/Verification

The existing construction may not be as shown on the plans and some modifications of the details may be required to accomplish the intent of the documents. The details shown and the information provided may have been taken from the original plans for the site, but are not represented or guaranteed by the owner and consultant as being accurate as to the actual "as built" and present conditions. The contractor shall verify all conditions at the site and perform all work to complete the project under this contract, regardless of variations that may be found, without additional cost to the owner. All modifications or adjustments are to be approved in advance by the consultant.

3. Definitions

The words install, provide, furnish, include, supply, apply, place, or any combination thereof, are intended to be synonymous and to indicate that the material and/or work specifically mentioned is to be furnished and installed by the contractor and/or the contractor's subcontractors.

4. Permits

Prior to beginning any construction or demolition, provide the consultant with copies of all required permits from the City of De Pere.

5. Sediment Control

Install silt fence and catch basin inlet protection, as required, to prevent runoff sediment from the construction area from washing into the adjacent catch basins, streets and properties.

6. Site Restoration

The contractor is responsible for any damage due to the contractor's construction activity to existing lawn areas, bituminous drives and parking lots, concrete curb and gutter, concrete sidewalks, valley gutter, etc., and underground utilities, including irrigation systems, adjacent to and within the project site. The contractor shall repair all damaged items and areas to their original condition or better, at the contractor's expense.

7. Description of Work

Base Bid – The owner will remove and re-install all tennis nets, while the contractor is to install the new pickle ball nets. The contractor is to install erosion control along the parking lot and in catch basin to prevent loose paint materials from washing into the catch basin. Cut down east net posts and remove center tie down. Core and drive SS - 40 fence posts and install 4' high fence as barrier between tennis and pickle ball courts, also as divider fence between the pickle ball courts. Install 2 sets of pickle ball net posts and center tie downs. Power-wash the courts with a minimum of 4,000 psi, locate low areas and fill. Clean up after power washing. Rout and clean out cracks and joints. Sand joints back to level of court before filling. Fill joints and cracks with concrete and court patch binder or Laykold Deep Patch and re-sand flush with court surface. Install Armor over cracks and joints. Apply two coats of flexible AR over entire court surface followed by two coats of color (blue interior, light green exterior, grey in kitchen area of pickle ball courts). Apply white lines for tennis and pickle ball courts. All lines to be masked, line prime applied, and hand painted. Prime and paint existing tennis court net posts black and clean up the area.

The following quantity is provided for the Contractor's convenience only; contractor is responsible for verifying his own quantities:

Leveling low areas	900 square feet
Lineal feet of Armor (cracks & joints)	1,250 lineal feet
Surface area of tennis courts	2,000 square yards

8. Unit Price #1 for Armor

Add or deduct per lineal foot for any additional or deleted Armor Crack Repair material. Price is to include routing/sawing, court patch, leveling, Armor installation and first coat of AR over Armor.

9. Alternate Bid #1

On exterior fence, lower existing fence fabric to court surface, cut off top of fence post, lower top rail and retie all fence fabric. Any posts that have concrete footings showing; chip off concrete to be flush and smooth with court surface and adjust per above.

10. Timeline for Construction Schedule

- a. Award of contract will be at the Board of Park Commissioners meeting on September 16th, and City Council on October 5th.
- b. The site is available to the contractor from April – June 1st, including Saturdays and Sundays.
- c. All work is to be fully completed by June 1, 2022. By fully completed, it is intended all work included as part of this contract to be fully completed, included items such as clean up, repairs to existing property, and punch list items.
- d. A pre-final inspection shall be conducted two days before scheduled completion date.

B. Submittals

1. With-in ten (10) days of the contract

- a. The contractor shall submit two copies of the complete list of all materials, products, and equipment, proposed to be used in this work to the consultant for acceptance. The list shall clearly identify the materials, products, or equipment by the manufacturer and brand, and show the names for all items and their description. All items listed shall fully conform to the project requirements and applicable reference specifications shall be shown on the list of materials. Submittals shall include methods of handling, storage and maintenance and cleaning recommendations.
- b. Contractor shall submit samples of materials to the consultant, as requested, with complete identifying information such as brand names, brief descriptions, source of materials, date sampled, location sampled, etc.
- c. The contractor shall submit a construction schedule to the consultant indicating anticipated work progress, starting and completion dates, crew size, and estimated average daily progress.
- d. Contractor shall provide copies of all permits and licenses necessary for the proper execution and completion of the work, which are applicable at the time the bids are received.

2. During Progress of Work

- a. Contractor shall provide the consultant with certificates of conformance to the specifications for each shipment of materials to the site.
- b. Provide the consultant with certificates for progress payments showing a tabulation of the completed work, labor completed, materials used, and materials in approved storage at the site.

C. Quality Control

1. All materials, systems, or assemblies shall be installed or applied in accordance with these specifications and, where not specifically designated otherwise, in accordance

with the State Department of Transportation "Standard Specifications for Construction", current edition. If, in the opinion of the contractor, any work is indicated on the plans or specified in such manner as to make it impossible to produce work of the highest quality, or should discrepancies appear between plans, or plans and specifications, the contractor shall advise the consultant before proceeding.

2. References

Without limiting the generality of other requirements of the specifications, all work specified shall conform to, or exceed the applicable requirements of the documents referenced in each section of the specifications to the extent that the provisions of such documents are not in conflict with the requirements of that section.

3. Surveying, Staking and Site Layout

The contractor is responsible for performing all construction staking and site layout. If a topographic survey is required to construct the project in accordance with the specifications, the contractor shall provide the survey from an independent licensed, bonded and insured land surveyor. The consultant will verify the construction staking, site layout and topographic survey only for quality assurance purposes

4. Inspection and Tests

a. The owner will retain and pay for the services of an independent engineering firm for inspections.

b. The contractor shall retain and pay an independent testing agency for all construction material testing. The testing laboratory shall submit test reports to the consultant and contractor within 48 hours after test has been performed.

c. The consultant may request tests of any materials in addition to the tests specified. The contractor shall pay for the additional tests if the test results show the material not in conformance with the specifications.

d. Repeat tests required because test results show materials not in conformance with the specifications, shall be paid for by the contractor.

e. Notify the consultant not less than 24 hours in advance whenever work is to be performed. Failure to notify the consultant at least 24 hours in advance shall be reasonable cause for the consultant to order a sufficient delay in the contractor's schedule to allow time for inspections and any remedial or corrective work required. All costs of such delays, including its effects upon other portions of the work, shall be borne by the contractor and no time extension will be permitted.

f. During the construction of a project, if it is determined the work does not conform to the requirements of the plans and specifications; the contractor shall repair, replace or correct the work to meet the intent of the plans and specifications. All costs incurred by the corrective work shall be borne by the contractor.

Engineering fees for inspections and tests shall also be the responsibility of the contractor. Such fees shall be paid directly by the contractor or be deducted from the contract in the form of a change order.

g. Properly repair sample/test location openings made in the work required for testing and inspections to the satisfaction of the consultant.

D. Protection, Repair and Cleaning

1. The construction site must be protected from unauthorized personnel at all times. The installation of a semi-permanent construction fence may be required on projects that will be prolonged over a period of time. The installation of temporary fences, barricades, cones and signs may also be required. No additional compensation will be made to the contractor for construction site protection.
2. The contractor shall provide protective materials and methods, as required, to protect existing buildings and adjacent surfaces, features, and property. The contractor is responsible for any damage resulting from work under this contract.
3. The contractor shall prevent access by the public to materials, tools, or equipment.
4. Repairs of Existing Property
 - a. Access to the construction site will be the responsibility of the contractor. Property that is traveled over to gain access to the construction site will be properly repaired to the existing conditions or better, at the contractor's expense, to the satisfaction of the owner. This includes all bituminous, concrete, grass or other types of surfacing materials.
 - b. When it is required to remove or alter the existing property, all affected areas shall be properly repaired to the existing conditions or better, at the contractor's expense, to the satisfaction of the owner.
 - c. Repairs required by the contract, or necessary because of damage from this work, shall use products equivalent to, and compatible with, the existing materials.

E. Patching and Leveling Materials

1. Court Patch Binder/Deep Patch

Deep Patch is designed for mixing with Portland cement and sand for use as court patch. It can be used over new or existing asphalt or concrete recreational surfaces. Deep Patch can also be used to fill cracks.
2. Submittal

Submit Deep Patch material product data and specification information provided by the manufacturer.
3. Patching or Leveling
 - a. Surface Preparation
 - i. The surface to be coated must be sound, smooth and free from dust, dirt and oily material. All mildew is to be removed with pressure washer and detergent.
 - ii. All cracks 1/8" or greater in width shall be cleaned full depth of the asphalt surface and filled with Deep Patch. All repaired areas shall be flush with the surrounding surface. If not, they shall be sanded, ground or rolled as needed to make them flush and even.
 - iii. Patching – Prior to the application of surfacing materials, the entire surface shall be flooded and checked for minor depressions or irregularities. Any water ponding areas shall be marked.
 - b. Application
 - i. For thin patches of 3/8" or less: Premix 5 gallons dry, 90 mesh silica sand with 1 gallon of Type 1 Portland Cement. Add 1-2 gallons of Laykold Deep Patch and mix thoroughly with a mechanical mixer.

- ii. For patches $\frac{3}{4}$ " or less: Premix 5 gallons dry, 60 mesh silica sand with 1 gallon of Type 1 Portland Cement. Add 2-3 gallons of Laykold Deep Patch and mix thoroughly with a mechanical mixer.
- iii. For patches greater than $\frac{3}{4}$ " : Patch in successive lifts, each no greater than $\frac{3}{4}$ ". Follow the previous mixing instructions and leave the first coat in a rough condition to provide an additional mechanical bond. It is imperative that each coat is fully cured prior to application of the second coat.
- c. Weather Limitations
 - i. Minimum surface and application temperature: 10°C (50°F)
 - ii. Do not apply when rain is imminent
 - iii. Do not use calcium chloride or calcium chloride based mixtures in Laykold Deep Patch
 - iv. Drying time depends on weather and patch thickness
 - v. DO NOT ADD WATER. Adjust viscosity by adding more Laykold Deep Patch.
 - vi. Fresh hot mix asphalt surfaces continue to move for several months and any acrylic modified concrete patch may have a tendency to crack as the substrate moves
 - vii. If white staining is experienced over the patched area, too much concrete is being used in the mix
- d. Acceptable Products
 - i. Laykold Deep Patch by APT

F. Armor Crack Repair System for Tennis Courts

- 1. Submittals
 - a. Submit the manufacturer's certification that the court patch binder meets the specifications for the Armor Crack Repair System.
 - b. Submit the manufacturer's certification that the acrylic resurfacer meets the specifications for the Armor Crack Repair System.
 - c. Alternate Systems – Any alternate system has to be approved by the owner before bidding the project. The request is to be made in writing for approval. Any alternate systems will have to be in use for at least 10 years and have references with phone numbers of installations at least 10 years old.
- 2. Quality Assurance
 - a. Crack repairs and installation of the Armor Crack Repair System shall be applied only by an installer that has a minimum of 2 years' experience, and a minimum of 5 references of projects that have been completed.
 - b. If a contractor does not have the experience or references, then an employee of A.S.T., LLC is to be on-site during the crack repair and Armor installation. A.S.T., LLC is then to verify in writing that the installation has been done per their specifications. The cost of having someone from A.S.T., LLC on site shall be entirely paid for by the contractor.
 - c. Quality assurance personnel will perform intermittent inspections during the crack repair procedure
- 3. Armor Crack Repair System
 - a. The Armor crack repair system is a patented system designed to cover bituminous pavement structural cracks by applying successive layers of an elastomeric

membrane and attaching the outer membrane surfaces to the tennis court pavement with a bonding material.

b. Surface Preparation

- i. Thoroughly clean the surface to receive the Armor Crack Repair System by pressure washing to remove undesirable debris. The repair area surface shall not contain contaminants that would hinder the bonding ability of the built up membrane to the existing bituminous pavement or color coat system. On courts where asphalt emulsion may have been used, the coatings will need to be removed to the asphalt surface.
- ii. Remove all previous crack repair materials that are loose or not well bonded to the court, including all existing rubberized crack filler material.
- iii. Flood the courts and locate any depressions that are ponding water. Fill with court patch binder until level. Re-flood the courts to ensure no water is standing on the pavement. Repeat as necessary until low area is removed.
- iv. For all cracks less than $\frac{3}{4}$ ", rout, sterilize and fill cracks from the bottom of the asphalt with Court Patch binder", specifically designed for applications on tennis courts. The filler material shall be level with the adjacent surfaces and shall be sanded smooth.
- v. For all cracks $\frac{3}{4}$ " or wider, rout, sterilize and fill cracks from the bottom of the asphalt with hydraulic cement to within $\frac{1}{16}$ " of the top. Allow to cure and then top off flush with the pavement with Court Patch binder. Sand smooth as necessary.
- vi. The filling of the cracks and leveling is to be approved by the consultant before any of the Armor System is installed. Any product installed before approval of the Consultant will be removed for inspection and replaced by the Contractor at the Contractor's expense.

c. Surface Installation

- i. Apply in accordance with Armor System specifications.
- ii. Do not use any flexible materials to bond Armor to surface.
- iii. Apply one (1) coat of black acrylic re-surfacer over the Armor System and extending at least 1' outside of the material.
- iv. Apply a minimum of two (2) coats of black acrylic re-surfacer over the entire court surface followed by two (2) coats of acrylic color.
- v. Items 3 & 4 to be done with flexible material only.

G. Flexible Tennis Court Color Finish System

1. Submittals

- a. Submit filler material product data and specification information provided by the manufacturer.
- b. Furnish the manufacturer's material product data and specification information stating the color finish system is especially made for use on tennis courts.
- c. Submit 2 sets of color samples to the consultant for owner color evaluation.

2. Quality Assurance

The contractor is to supply the barrel or tote product and manufacturing production numbers for each barrel or tote of acrylic re-surfacer or color product used on this project before any application of products.

3. Products

a. Acrylic Filler over Bituminous Pavement

- i. A cold-applied sealer manufactured with mineral fillers, suitable for mixing with graded mineral aggregate, meeting the following requirements:

Color	Black or Neutral
Acrylic	44%
Pigment	40%

- ii. The mineral aggregate shall be a uniformly graded, durable, clean, hard material, or manufactured sand, free of clay lumps and organic matter, meeting the following requirements:

Sieve Size	Percent Passing by Weight
No. 16	100
No. 20	85 - 100
No. 30	15 - 85
No. 40	2 - 15
No. 100	0 - 2

- iii. The first coat of acrylic resurfacer shall have a minimum of 600lbs of sand per 50 liquid gallons of acrylic resurfacer. (Pre-mixed)
- iv. The color finish system and line striping paint shall be a non-glaring acrylic latex emulsion meeting the following requirements:

Background Color	Dark Green
Playing Court Color	Blue
Kitchen Area	Grey
Line Striping Color	White
Acrylic Latex Emulsion	25% minimum
Pigment (Color)	40% minimum
Pigment (Line Striping)	40% minimum

b. Acrylic Emulsion Filler over Bituminous Pavement

- i. Surface Preparation.
 - a) Remove all coatings with a high pressure washer. All material is to be removed by the contractor from the site.
 - b) For all cracks less than $\frac{3}{4}$ ", rout, sterilize and fill cracks from the bottom of the asphalt with Court Patch binder", specifically designed for applications on tennis courts. The filler material shall be level with the adjacent surfaces and shall be sanded smooth.
 - c) For all cracks $\frac{3}{4}$ " or wider, rout, sterilize and fill cracks from the bottom of the asphalt with cement to within $\frac{1}{16}$ " of the top. Allow to cure and then top off flush with the pavement with Court Patch binder. Sand smooth as necessary.
- ii. Application
 - a) Flood the courts and mark any low areas.
 - b) If the leveling of the ponds requires a fine sand bituminous mix, a 28 day curing period will be required.
 - c) If additional leveling is required over the asphalt with a "crack patch binder" or an acrylic emulsion filler, the leveling shall be performed after the curing period has expired.

- d) Level other areas with court patch binder and sand flush with surface.
 - e) Install the Armor system over all structural cracks. Apply one coat of acrylic surface material over the Armor system and 1' wider before applying full coverage coats.
 - f) Provide a minimum of two applications of the acrylic filler material at the consistency and thickness recommended by the manufacturer. Do not apply the material too thick. An application placed too thick may cause blistering and peeling of the color coat system.
 - g) The filler materials shall be completely cured before applying successive applications. If the materials have not cured properly, they may cause blistering and peeling of the color coat system.
 - h) Apply the acrylic filler materials during good weather conditions when the air temperature is between 55 degrees F and 90 degrees F and rain is not forecast or imminent.
- iii. Acrylic Color Finish System and Striping
- a) Surface Preparation
 - i. Do not apply the background color system until all the depressed or deficient areas have been corrected.
 - ii. The pavement surface must be completely cleaned of dust, dirt, debris, and all loose materials before the application of the color coat system
 - b) Application
 - i. Apply the color finish system at a rate of 0.05 gallons per square yard, or as recommended by the manufacturer, with a squeegee to provide a uniform texture, color, and density, free of holidays or voids. Sand content to be at least 7# of sand per mixed gallon of paint.
 - ii. Apply a minimum of two applications, more if recommended by the manufacturer. Provide additional applications over the entire surface if the final application is non-uniform. Apply additional coats until a uniform surface is achieved. Do not apply the material too thick. An application placed too thick may cause blistering and peeling of the color coat system.
 - iii. The filler materials shall be completely cured before applying successive applications. If the materials have not cured properly, they may cause blistering and peeling of the color coat system.
 - iv. The tennis courts color coat system shall cure a minimum of 48 hours before applying the line striping paint.
 - v. Apply the color coat system and line striping during good weather conditions when the air temperature is between 55 degrees F and 90 degrees F and rain is not forecast or imminent.
 - vi. Apply the line striping paint according to the U. S. Tennis Association and ITF Specifications. Do not apply the line striping paint in windy conditions. Lines that are found to be crooked, wavy or out of line shall be colored out and restriped at no additional cost to the owner. Lines shall be masked and hand

applied with a roller. Line dimensions shall meet or exceed the following ITF tolerances:

Description	Dimension	Tolerance	Approximate Conversion
Middle of net to singles sideline #	13' 6"	+/- 5 mm	3/16"
Middle of net to singles sticks *#	16' 6"	+/- 5 mm	3/16"
Middle of net to doubles sidelines #	18'	+/- 5 mm	3/16"
Middle of net to net posts * #	21'	+/- 6 mm	1/4"
Half court diagonal (doubles)	53' 7/8"	+/- 16 mm	5/8"
Net to baseline	39'	+/- 12 mm	1/2"
Distance between doubles sidelines	36'	+/- 11 mm	7/16"
Doubles sidelines to singles sidelines	4' 6"	+/- 5 mm	3/16"
Single sidelines to center mark	13' 6"	+/- 5 mm	3/16"
Net to service line	21'	+/- 6 mm	1/4"
Center service line to singles sideline	13' 6"	+/- 5 mm	3/16"
Half court diagonal (singles)	47' 5 1/4"	+/- 14 mm	9/16"

* = Measured to the center of the net posts/singles sticks

= Where the position of X cannot be located precisely, use a reference point midway across the center service line.

If line corrections need to be made, it is at the sole discretion of the consultant if the playing surface needs to be repainted. Any cost for such work shall be paid for by the Contractor.

iv. Acceptable Products

- a) The following manufacturers are approved for this project, any other manufacturers need written approval by the consultant before bidding:

NuSurf and ColorFlex by Laykold
Plexipave by California Products

H. Line Primer

1. General Description

Laykold Line Prime is a 100% acrylic clear drying emulsion primer that is applied prior to Laykold White Line Paint. The use of Laykold Line Prime assures crisp, sharp lines and a professional quality finish to the court surface. Laykold Line Prime does not contain any asbestos, lead, or mercury. Basic Uses: Designed to fill the minor voids between the tape and the court surface.

2. Safety Guidelines

Always wear the recommended personal protective equipment. Avoid contact with eyes, skin, and clothing.

3. Storage and Packaging

Line Prime should be kept dry and cool. Storage temperature should be between 10°C (50°F) and 38°C (100°F). Do not store in direct sunlight. Packaging: 2 gallon unit (2 gallon units are packaged in jugs at 1 gallon each).

4. Coverage

Depending on the surface porosity and texture the consumption rate is 500 - 600 feet of 2" line per gallon. One set of tennis court lines typically requires 1-gallon of Laykold Line Prime

5. Installation Guidelines

Apply Laykold Line Prime undiluted with a paintbrush or roller after masking tape is put down. Laykold Line Prime dries within 10 to 15 minutes in good weather conditions. Do not apply masking tape and Laykold Line Prime if rain is imminent. Once Laykold Line Prime is dry, Laykold White Line Paint may be applied. Remove masking tape immediately after playing lines are dry.

6. Limitations Rev 1 WB 12.16.15 Line Prime

- a. Minimum surface and application temperature: 10°C (50°F)
- b. Maximum surface and application temperature : 54°C (130°F)
- c. Do not allow product to freeze.
- d. Do not dilute with water.
- e. Do not apply when rain is imminent.
- f. Completed projects should be allowed a minimum for 48 hours drying time before releasing for play.

7. Submittals

- a. Submit line primer material product data and specification information provided by the manufacturer.
- b. Furnish the manufacturer's material product data and specification information stating the color finish system is especially made for use on tennis courts.

8. Quality Assurance

- a. The contractor is to supply the barrel or tote product and manufacturing production numbers for each barrel or tote of acrylic resurfacer or color product used on this project before any application of products.

9. Products

a. Application

- i. Apply the line striping paint according to the U. S. Tennis Association and ITF Specifications. Do not apply the line striping paint in windy conditions. Lines that are found to be crooked, wavy or out of line shall be colored out and restriped at no additional cost to the owner. Lines shall be masked. Line dimensions shall meet or exceed the following ITF tolerances.

Description	Dimension	Tolerance	Approximate Conversion
Middle of net to singles sideline #	13' 6"	+/- 5 mm	3/16"
Middle of net to singles sticks *#	16' 6"	+/- 5 mm	3/16"
Middle of net to doubles sidelines #	18'	+/- 5 mm	3/16"
Middle of net to net posts * #	21'	+/- 6 mm	1/4"
Half court diagonal (doubles)	53' 7/8"	+/- 16 mm	5/8"
Net to baseline	39'	+/- 12 mm	1/2"
Distance between doubles sidelines	36'	+/- 11 mm	7/16"
Doubles sidelines to singles sidelines	4' 6"	+/- 5 mm	3/16"
Single sidelines to center mark	13' 6"	+/- 5 mm	3/16"
Net to service line	21'	+/- 6 mm	1/4"
Center service line to singles sideline	13' 6"	+/- 5 mm	3/16"
Half court diagonal (singles)	47' 5 1/4"	+/- 14 mm	9/16"

* = Measured to the center of the net posts/singles sticks

10. Acceptable Products

- a. The following manufacturers are approved for this project, any other manufacturers need written approval by the consultant before bidding:
Line Primer by Laykold

I. Pickle Ball Net Post and Center Tie Downs

1. Manufacturer/Supplier
Douglas Industries, Inc., Box 393 Eldridge, IA 52478
2. Net Posts
To be black - Douglas 3" Premier Round Posts (Black) #63071, manufactured
3. Center Tie Downs
Center tie down anchor to be GS 24 (Item #63424) by Douglas Industries
4. Execution
 - a. Accurately measure and mark out location of net posts and center tie downs.
 - b. Protect asphalt from oil drippings of equipment, tire marks, concrete drippings, etc.
 - c. Cut asphalt with an air spade in a 24" diameter circle (no squares) for net posts and 12" diameter circle (no squares) for center tie downs to eliminate lifting of the asphalt during auguring of holes.
 - d. Keep area clean to prevent surface of asphalt from being contaminated from spoils.
 - e. Remove all spoils from area and clean asphalt surface.
 - f. Dispose of spoils off site
5. Examination
Examine finished elevations and installation conditions. Do not begin work until all unsatisfactory conditions are corrected.
6. Installation
 - a. Install net posts in 24" diameter footing, 5' deep.
 - b. Install 2 - 1/2" rebar (54" long) on opposite side of net.
 - c. Top of sleeve to be flush with final elevation of asphalt
 - d. Install center tie downs in 12" diameter footing, 2' deep

J. Pickle Ball Court Nets

1. Manufacturer/Suppliers
Douglas Industries, Box 393 Eldridge, IA 52748
2. Net
Douglas JTN-30 Pickle ball Net #20103
3. Examination
a. Examine finished elevations and installation conditions. Do not begin work until all unsatisfactory conditions are corrected.
4. Install the nets, center straps and tie-down hooks in accordance with the manufacturer's recommendations.

K. Galvanized Fences and Gates

1. Submittals
 - a. Changes in specifications may not be made after the bid date.
 - b. Shop drawings
Layout of fences and gates with dimensions, details, and finishes of components, accessories, and post foundations.
 - c. Product data

Manufacturer's catalog cuts indicating material compliance and specified options.

d. Samples

If requested, samples of materials (e.g., fabric, wires, and accessories).

2. Quality Assurance

a. Manufacturer

Company having a manufacturing facility with minimum 5 years' experience specializing in the manufacture of chain link fence products

b. Fence Contractor

Contractor having 5 years' experience installing similar projects

c. Tolerances

ASTM current specification and tolerances apply and supersede any conflicting tolerance

d. Substitutions

Alternate chain link products may be accepted by the owner as equal if approved in writing ten days prior to bidding provided that the items submitted meet the specifications contained within this document.

3. Products

a. Manufacturer

Approved Manufacturers: Master-Halco, Inc.; Stephens Pipe and Steel; and Merchant Metals or approved equal

b. Chain Link Fence Fabric

- i. Aluminum coated (aluminized) chain link fabric per ASTM A491, wire to have a minimum aluminum coating of 0.40 oz/ft.
- ii. Size and height: Chain link fabric, 1-3/4" mesh, #9 gauge, (.148 in.) diameter steel wire having a break load of 1,290lb/ft. Height as shown on plans.
- iii. Selvage of fabric to be knuckled at top and bottom.

c. Steel Fence Framework

i. Steel Pipe Type II

Cold formed electric resistance welded steel pipe complying with ASTM F1043 Group IC having minimum steel yield strength of 50,000 psi. External protective coating F1043 Type B, 0.9 oz/ft² minimum hot-dip zinc coating, plus a chromate conversion and a clear polymer coating. Internal coating F1043 Type D, 81% nominal zinc pigmented coating minimum 3 mils thick or Type B, minimum 0.9 oz/ft² (275 g/m²) zinc. Pipe is typically referred to as SS-40, LM-40, DQ-40, SPS-40 or equivalent. To be shown as "XX"-40 in the following specification. No Sch 40 or less will be allowed.

- ii. End and Corner Post: 2.875" OD, 4.64 lbs./ft.
- iii. Line Posts: 2.875" OD, 4.64 lbs./ft.
- iv. Top Rail, Bottom Rail and/or Braces: Sch-40 2.27lbs./ft.

d. Fittings

i. Post caps

ASTM F626, galvanized pressed steel, malleable iron, or aluminum alloy weather tight closure cap for tubular posts. Provide one cap for each post. When top rail is specified provide line post loop tops to secure top rail.

- ii. Rail ends
Galvanized pressed steel per ASTM F626, for connection of rails to post using a brace band.
 - iii. Top rail sleeves
7 galvanized steel sleeve per ASTM F626
 - iv. Wire ties
6-gauge aluminum wire for attachment of fabric to line posts and rails
 - v. Brace and tension (stretcher bar) bands
ASTM F626 galvanized 12 gauge (0.105") pressed steel by 3/4" wide formed to a minimum 300 degree profile curvature for post attachment. Secure bands using minimum 5/16" galvanized carriage bolt and nut
 - vi. Tension (stretcher) galvanized steel bars
One piece lengths equal to 2 inches less than full height of fabric with a minimum cross-section of 3/16" x 3/4" per ASTM F626. Provide tension (stretcher) bars where chain link fabric is secured to the terminal post.
 - vii. Truss rod assembly
Galvanized steel minimum 3/8" diameter truss rod with pressed steel tightener in accordance with ASTM F626
- e. Post Setting Materials
Concrete: Minimum 28 day compressive strength of 4,300 psi. 3/4" maximum aggregate size
- f. Accessories
Privacy Slats (if required)
PDS brand or approved equal. Tubular slats to be manufactured from a combination of color pigments, quality high density virgin polyethylene and ultraviolet inhibitors, having a 25 year pro-rata warranty against either color fading or breakage of slats and locking-channel used under normal climactic extremes experienced in North America. Color: Color to be determined by owner prior to construction.
- g. Execution
- i. Site Examination
 - a) Ensure property lines and legal boundaries of work are clearly established.
 - b) Verify areas to receive fencing are completed to final grade.
 - ii. Chain Link Framework Installation
 - a) Install chain link fence system in accordance with ASTM F567 and manufacturer's instructions.
 - b) Locate terminal post at each fence termination and change in horizontal or vertical direction of 30° or more.
 - c) Space line posts uniformly at a maximum of 8 ft. on center as determined by wind load post selection calculations or as shown on plans. Concrete set posts: Excavate holes in firm, undisturbed or compacted soil. Holes shall have a diameter of 12" or 4 times greater than outside dimension of post (whichever is greater) and depths approximately 6" deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts

with heavy lateral loads. Excavate post footing to a depth of 66" below grade when in firm, undisturbed soil. Place concrete around posts in a continuous pour. Trowel finish around post and slope to direct water away from posts. For tennis court fences: Cut asphalt with an air spade in a circle (no squares) 1" larger than footing diameter to eliminate lifting of the asphalt during auguring of holes. Cut through both surface and binder course. Set all posts into concrete footings with a minimum diameter of 12 inches and a minimum depth of 66 inches. Place the posts such that bottom of the footing is 6 inches deeper than bottom of the post. Place the concrete in a continuous pour and tamp around the posts for consolidation.

- d) Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.
- e) Bracing
Install horizontal brace and truss assembly at mid-height for fences 6' and over at each fabric connection to the terminal post. The diagonal truss rod is installed at the point where the brace rail is attached to the terminal post and diagonally down to the bottom of the adjacent line post. Place the truss rod in tension by adjusting the turnbuckle.
- f) Top rail
Install in lengths of 21' Connect ends with sleeves forming a rigid connection, allow for expansion and contraction.
- g) Bottom rail
Install so there is a minimum of 1 ½" clearance between tennis court surface and bottom of rail. Do not allow bottom rail to rest on surface.

iii. Chain Link Fabric Installation

- a) Fabric
Install fabric on court side of posts, pull fabric taut; thread the tension bar through fabric and attach to terminal posts with tension bands spaced maximum of 14" on center and attach so that fabric remains in tension after pulling force is released. Install fabric so that it is 1" above finish grade. Do not allow fence fabric to rest on court surface.
- b) Secure fabric using wire ties to line posts at 14" on center and to rails and braces 24" on center. Tie wire shall be secured to the fabric by wrapping it two turns around the chain link wire pickets. Cut off any excess wire and bend back so as not to protrude so as to avoid injury if a pedestrian may come in contact with the fence.

iv. Site Clean Up

- a) Clean up area adjacent to fence line from debris and unused material created by fence installation.
- b) At all times, the paved court surface is to be protected from excavation spoil, debris, tire scuffing and tire marking by any means necessary to minimize cleaning or repairs prior to color coating. The fencing contractor is responsible for any damage to the paved court surface caused by their personnel or equipment.

IV. Meetings

The consultant shall plan for meeting attendance at, but not limited to, the following meetings:

- A. Initial meeting to discuss project and final design.
- B. Pre-construction meeting with City

V. City Responsibilities

The City will be responsible for the following:

- A. Provide access to project site.

VI. Scheduling

We anticipate the Board of Park Commissioners to select a proposal at their September 16th meeting. Upon selecting the proposal, a contractor's agreement will be sent to City Council for approval the first week of October for approval. Construction shall not begin until April 1, 2022.

VII. Insurance

- A. The consultant shall maintain during the life of the agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:
 - 1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
 - 2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
 - 3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
 - 4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.
- B. Proof of Insurance.

The consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

VIII. Proposal Submittals

Your proposal should include the following information in the order listed.

- A. Firm background and information
- B. Similar Projects
List a minimum of 3 projects of similar scope and service.
- C. Reference
List a minimum of 3 references related to similar work.
- D. Timeline
Show a detailed timeline of your plan to bring this project to successful completion.
- E. Fee
List a lump sum fee for each proposal.

You may submit your proposal via e-mail to mkosobucki@deperewi.gov or deliver, either in-person, or by courier or mail to:

Marty Kosobucki, Director of Parks Recreation and Forestry
VFW Tennis Court Resurfacing and Renovation
925 S. Sixth Street
De Pere WI 54115

IX. DELIVERY:

The deliverables for this project include the following:

- 1. Owner Manual for Pickle ball nets and posts

X. FEE:

Provide a lump sum fee and Alternate Bid. Should there be any items outside the scope of services listed in the RFP your firm feels should be included, we encourage your Firm to include alternate fees for such work. A fee schedule can be found in the Appendix A.

XI. ADDITIONAL INFORMATION:

A sample Consultant Agreement the City uses is included with the RFP. It can be found in the Appendix B.

For questions, please contact Marty Kosobucki at 920-339-8358, or e-mail at mkosobucki@mail.de-pere.org.

Appendix

Appendix A**Proposed Fee Schedule**

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Item	Fee
Base Bid - Removal and reinstallation of tennis courts, removal of one tennis court and install one Pickle ball court, power wash courts, rout and clean out cracks and joints, sand joints, fill with approved binder patch, application of color coating surface, application of white lines, installation of chain link fence	
Alternate Bid – The alternate bid shall include the following tasks in addition to the base bid: Lowering of exterior fence to ground level, remove concrete footings to match grade, and cut tops of fence posts.	

Please list any items not listed in the scope of services and fees/costs associated with those items below.

Item	Cost

Appendix - B

Sample Consultant Agreement

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND _____ (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT made and entered into this ____ day of _____, 2021, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and _____ ("Consultant").

WITNESSETH

WHEREAS, the City is in need of _____ (project description) _____; and

WHEREAS, the Consultant has available and offers to provide qualified personnel and facilities necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the ____ (date) ____ City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated ____ (date) ____ (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings, specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following

minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or

any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City:

If to Consultant:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\Consultant Agreement Template12-8-20.docx

Appendix C

Plans

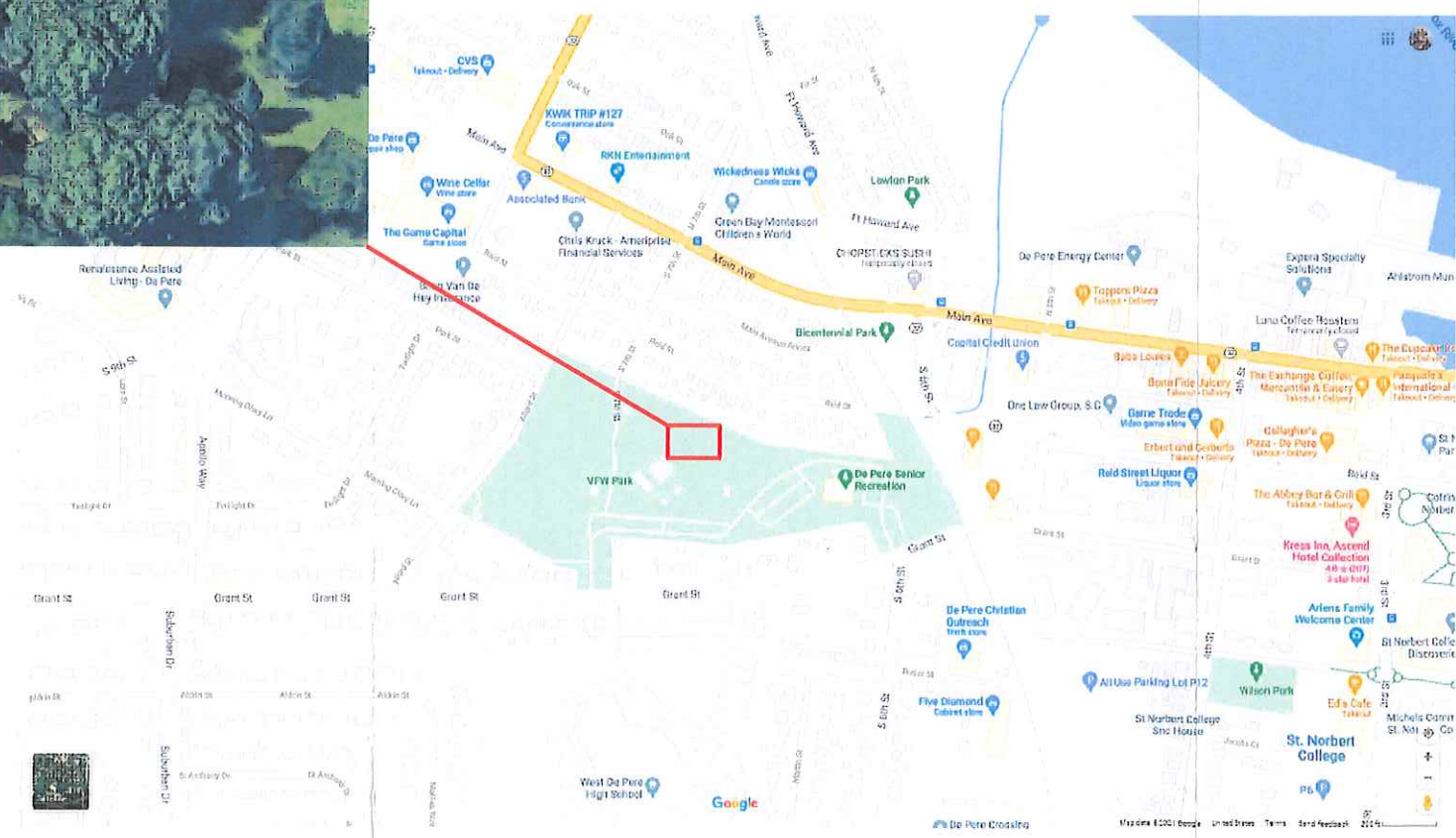
City Of De Pere - VFW Park



Fred Kolkmann Tennis
And Sport Surfaces, LLC
1921 Mayfair Rd. Grafton, WI 53024
www.kolkmanncourtbuilder.com
Courtbuilder@ameritech.net
262-685-7507



Tennis Complex



2021 Tennis And Pickleball Court Rehabilitation

De Pere VFW Park
730 Grant St, De Pere
WI 54115

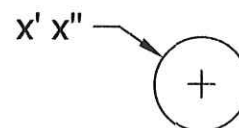
Title Page	
Project #	21-011
Sheet #	1
Date	3-19-2021
CAD By	Peter K.
Scale	NTS



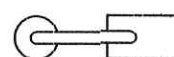
Direction Of North



Trees



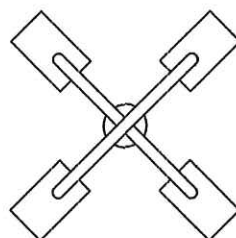
Diameter Of Trees



Single Head Light



Double Head Light



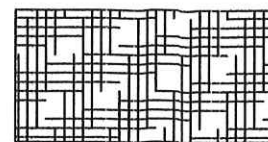
Quad Head Light

Elevations

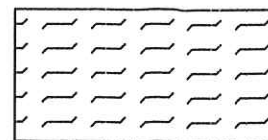
XXX.XX = Existing Elevations

XXX.XX = New Elevations

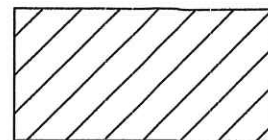
CJ - Control Joint
 CFP - Center Fence Post
 CLF - Center Line Of Fence
 CNP - Center Of Net Post
 COF - Center Of Fence
 CTD - Center Tie Down
 DT - Drain Tile
 EOA - Edge Of Asphalt
 EOB - Edge Of Base
 EOC - Edge Of Concrete
 EOP - Edge Of Post
 FG - Finish Grade
 FH - Fire Hydrant
 IEOP - Inside Edge Of Post
 IOF - Inside Of Fence
 LP - Light Pole
 MHC - Man Hole Cover



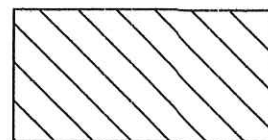
Excavation



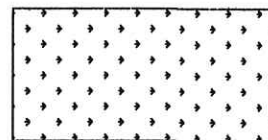
Fiberglass



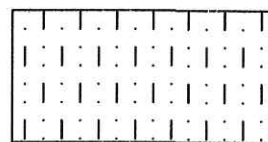
Surface Course



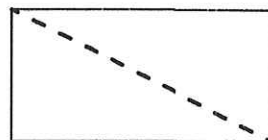
Binder Course



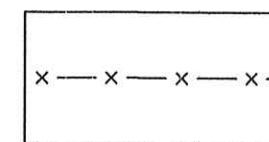
Grass



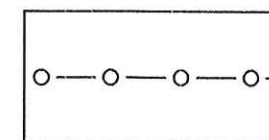
Surface Cracks



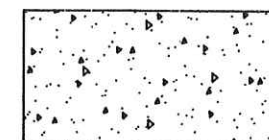
Saw Cuts



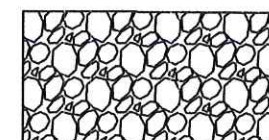
Silt Fence



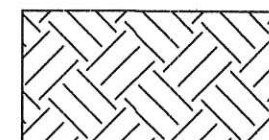
Safety Fence



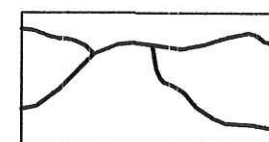
Concrete



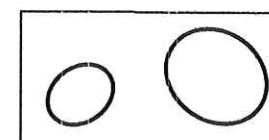
Aggregate Base / Stone



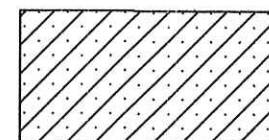
Earth



Structural Cracks



Low Areas



Peeling Paint



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 www.kolkmanncourtbuilder.com
 courtbuilder@ameritech.net
 262-685-7507

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 730 Grant St, De Pere
 WI 54115

Legends Page

Project # 21-011

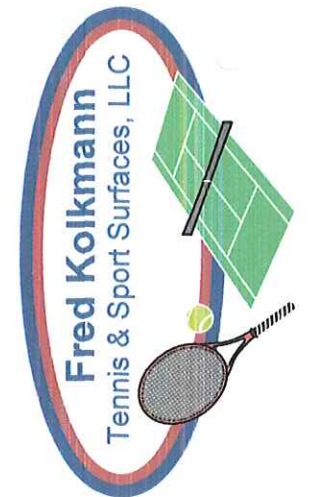
Sheet # 2

Date 3-19-2021

CAD By Peter K.

Scale

Packet Pg. 45



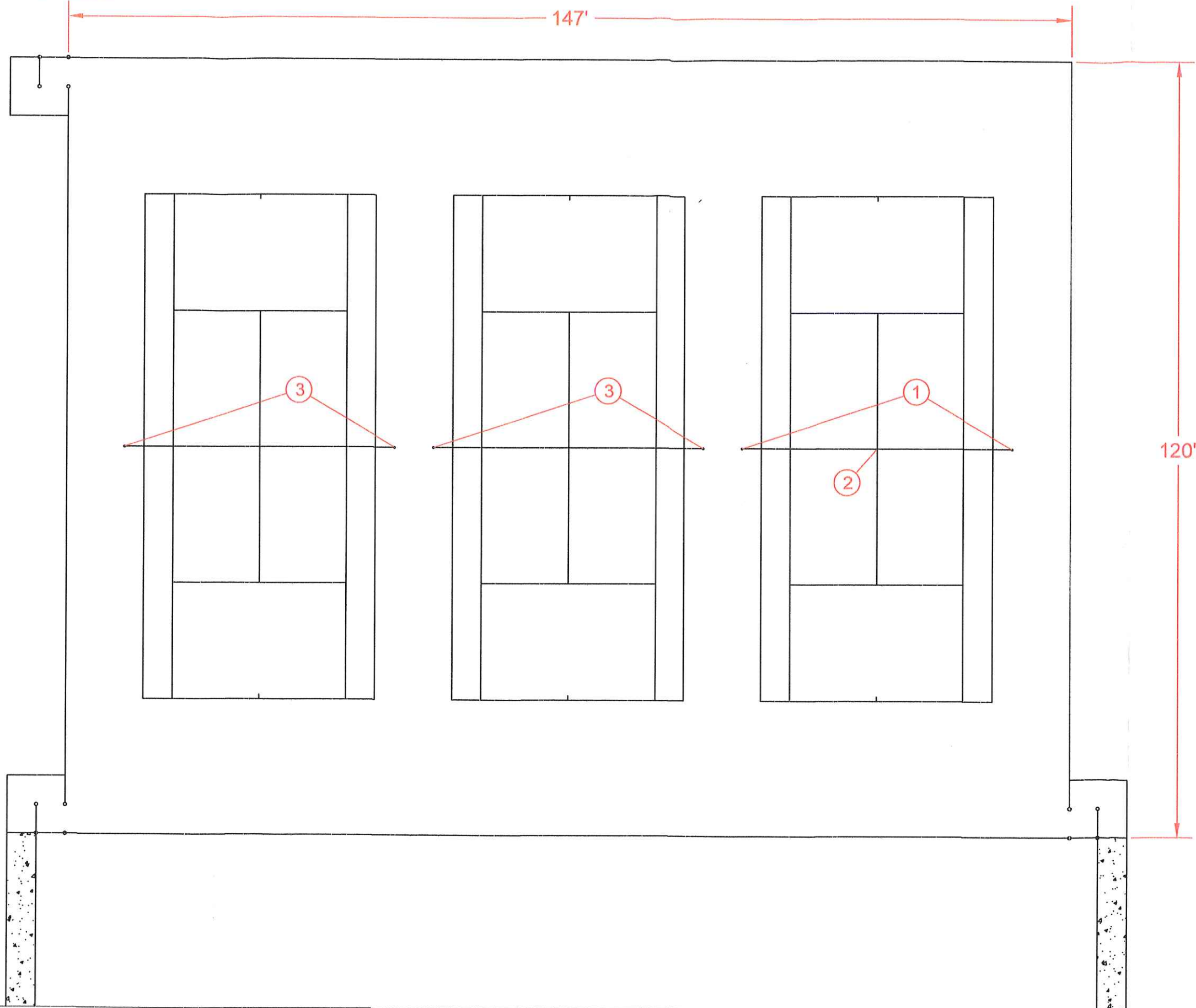
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Demolition

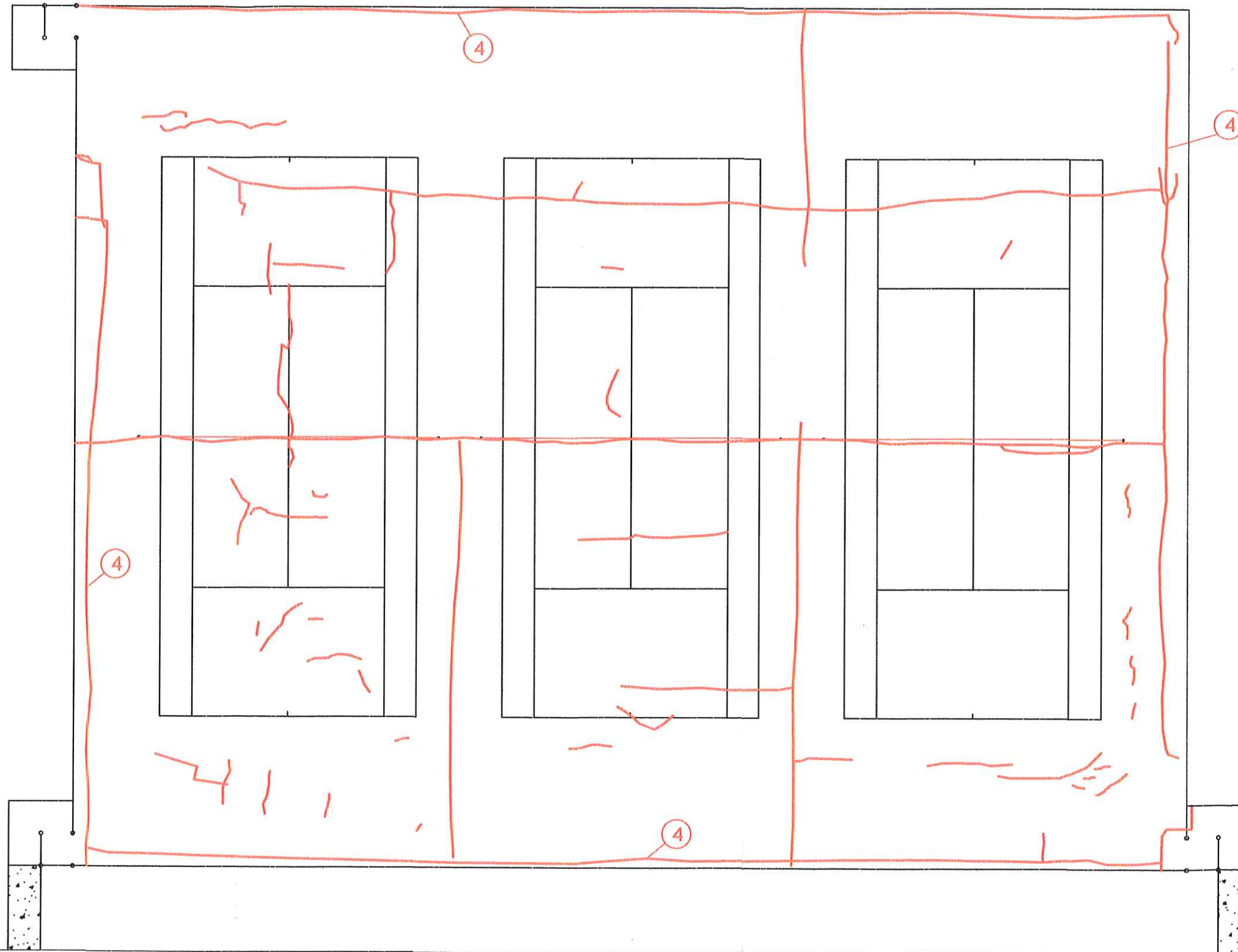
Project #	21-011
Sheet #	3
Date	3-19-2021
CAD By	Peter K.
Scale	NTS

- ① Cut Net Posts $\frac{1}{2}$ " Below Grade. Fill With PCC And Level Area
- ② Pull CTD And Fill With PCC Flush With Surface
- ③ Clean, Prime And Paint Black



- ① Rout, Clean Cracks And Joints
- ② Fill With Court Patch Binder And Sand Flush
- ③ Install Armor Over Cracks And Joints
- ④ Contractor To Bid Armor Over All Cracks And Joints.
Outside Joints May Be Eliminated For Armor Install Based On
Add/Deduct Price On Bid Proposal For Cost Savings. A Deduct Of 514 LF

1,250 LF Of Cracks And Joints Measured On 3/4/2021
Contractors To Verify Their Own Quantities



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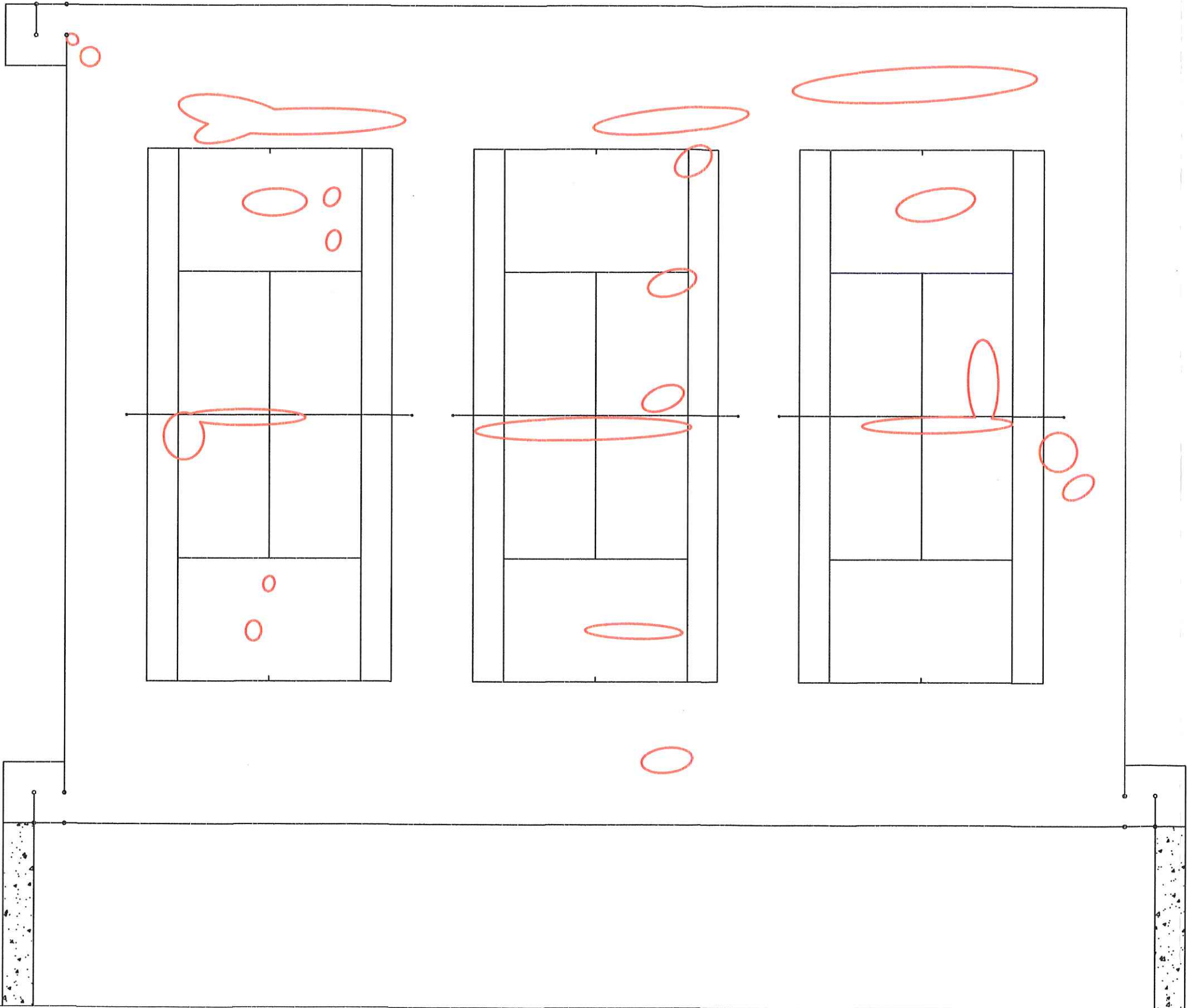
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WI 54115

Structural Crack Location

Project #	21-011
Sheet #	4
Date	3-19-2021
CAD By	Peter K.
Scale	NTS

Note: Some Low Areas May Be Eliminated
By Sanding Down Routed Cracks

900 SF Of Low Areas Measured On 3/4/2021.
Contractors To Verify Their Own Quantities



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WI 54115

Low Areas &
Peeling Paint

Project #	21-011
Sheet #	5
Date	3-19-2021
CAD By	Peter K.
Scale	NTS



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WI 54115

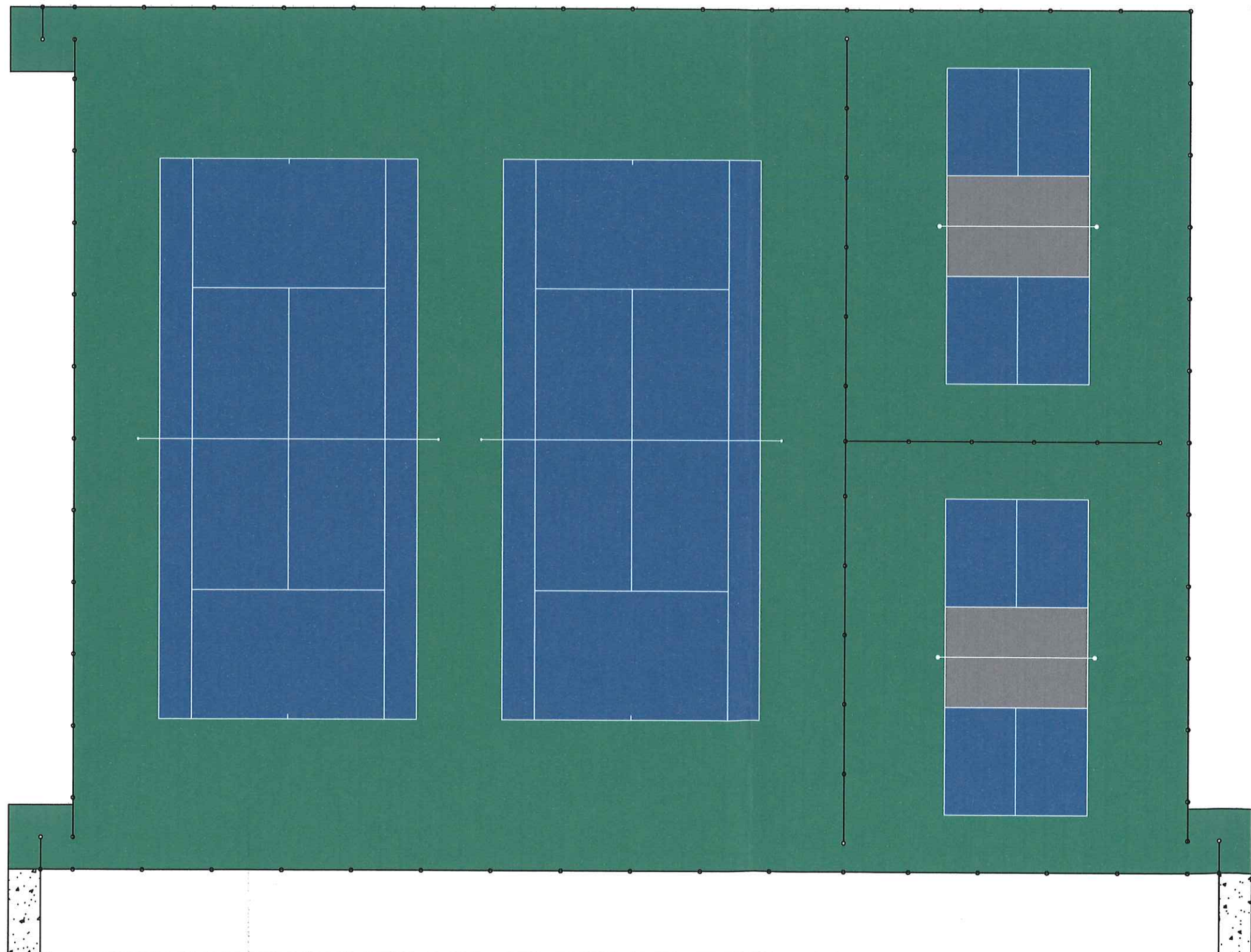
Project #	21-011
Sheet #	6
Date	3-19-2021
CAD By	Peter K.
Scale	NTS

Packet Pg. 49

-
- The site plan illustrates the layout of the proposed 1000-bed hospital building, including its various zones and dimensions. The building is divided into several sections, with the central area labeled "IEOP - IEOP" and a width of 22'. The plan also shows the "IOF - CNP" zone, which is 30' wide, and the "CFP - IOF" zone, which is 45' wide. The total width of the building is 102' IOF - CFP. The plan includes various numbered callouts (1, 2, 3, 4, 5) and dimensions (4', 60', 30', 22', 45', 102') indicating specific areas and measurements. The building is situated on a site with a 4' wide access road on the right side. The plan also shows the location of the existing building and the proposed building's footprint.



- ① Apply 4 Coat Color System
- ② Stripe White Lines
- ③ Apply 4 Coats On Outside And Entrances



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Color And Striping Plan

Project #	21-011
Sheet #	7
Date	3-19-2021
CAD By	Peter K.
Scale	1" = 20'





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Details Page 1

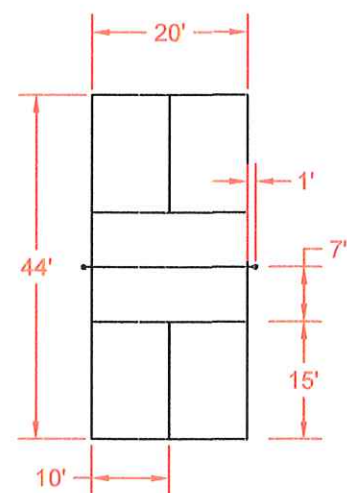
Project # 21-011

Sheet # 8

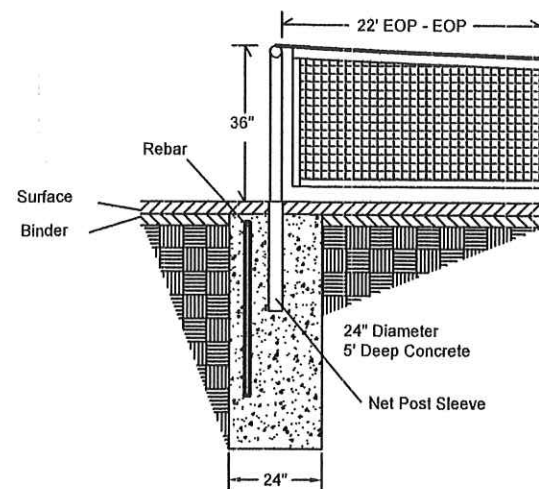
Date 3-19-2021

CAD By Peter K.

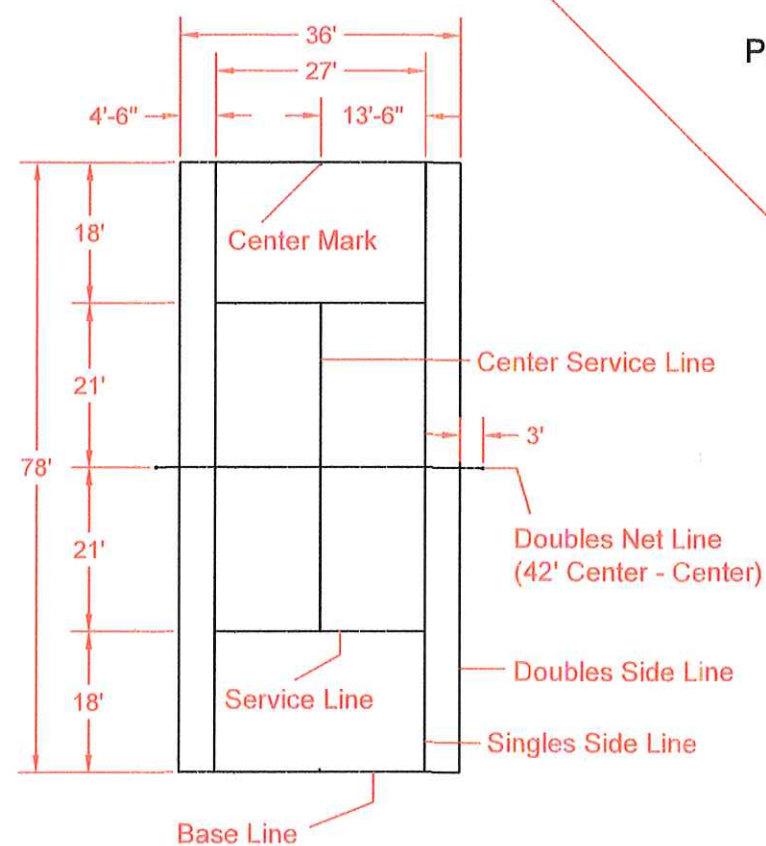
Scale Packet Pg. 51



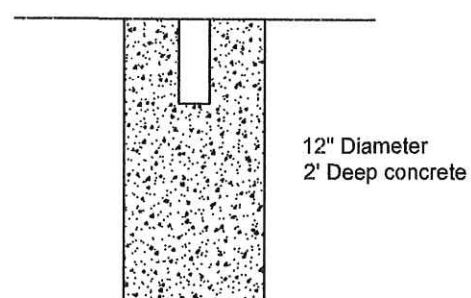
Pickle Ball Detail



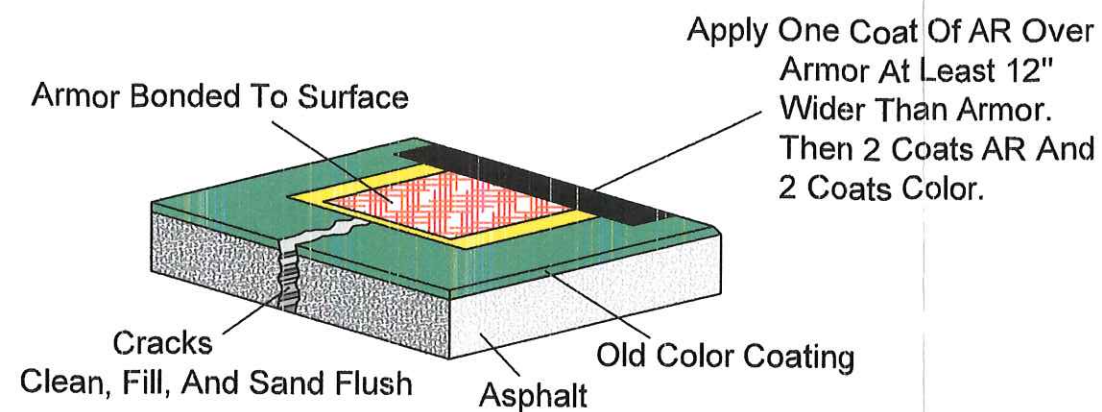
Pickleball Net Post Detail
Set At Binder Level



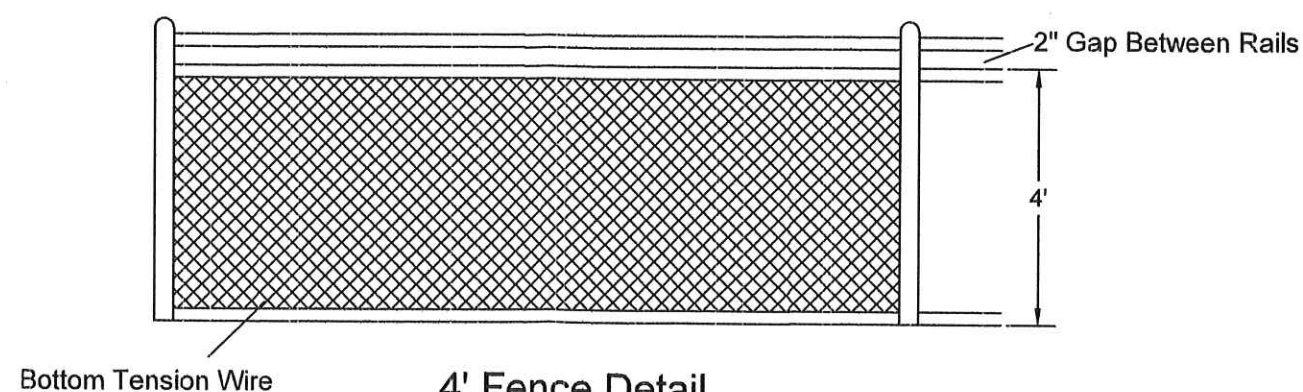
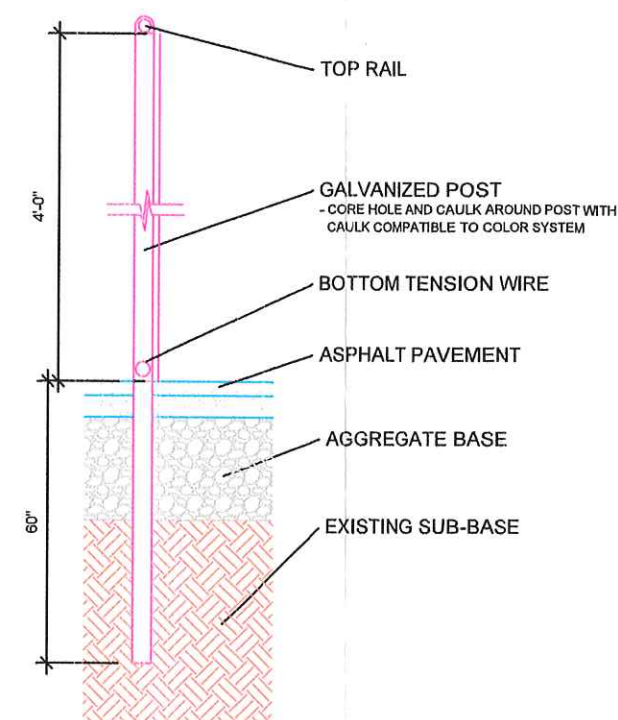
78' Court Detail



Center Tie-Down Detail



Armor Repair



4' Fence Detail



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: September 16, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Consideration & Possible Action to Accept \$250 Donation from Pink Flamingos to Recreation Scholarship Fund

Staff is seeking approval to accept a monetary donation of \$250 from the Pink Flamingo Classic Inc. to the Recreation Scholarship Fund. Thus far this year, the fund has provided 18 families with pool passes and 15 children were granted participation in various recreation programs. A total of \$2,167 was awarded amongst 24 different families. Balance in the account currently stands at \$32,414.79.

Thank you for your time and consideration.

DONATION INFORMATION:

From: Pink Flamingo Classic Inc.
c/o Brian VandeHei
2712 Boxwood Circle
De Pere, WI 54115

Item: \$250 - Monetary Donation to Recreation Scholarship Fund



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: September 16, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Consideration & Possible Action to Accept Two Monetary Donations from the De Pere Area Men's Club valued at \$600.*

ATTACHMENTS:

- Memorandum Mens Club 2021 (DOCX)

Memorandum

To: Board of Park Commissioners

From: Cindy Lee, Recreation Supervisor
Amanda Baker, Recreation Coordinator

Date: August 24, 2021

Re: Approval to Accept Donations from De Pere Area Men's Club

Staff is seeking the Board of Park Commissioner's approval for the De Pere Community Center to accept a donation of \$300 from the De Pere Area Men's Club. These funds were designated to support our Summer Carnival which was held on August 4th at Optimist Park. We had approximately 250 children and 176 adults attend.

In addition, staff is seeking the Board of Park Commissioner's approval for the De Pere Community Center to accept a donation of \$300 from the De Pere Area Men's Club for our annual Senior Citizens Picnic. These funds assist in the purchase of food and supplies for the picnic.

Lastly, in addition to the monetary donations, members of the Men's Club also volunteer at both of the events. We are truly thankful for their gracious support over the years for many of our events!

Thank you for your time and consideration.

NOTE: Request for approval of these monetary donations is occurring after the events, however, we did not receive the donations until after the Summer Carnival and not in time for the deadline for the August Park Board agenda.

DONATION INFORMATION:

From: De Pere Area Men's Club
c/o Jack Driscoll
1899 Payton Ct.
De Pere, WI 54115

Item: \$300 Donation to De Pere Community Center for Summer Carnival
\$300 Donation to De Pere Community Center for Senior Citizens Picnic



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: September 16, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Status and updates on Beer Gardens
