



Board of Park Commissioners

Regular Meeting

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

Agenda

Thursday, December 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 **December 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://deperecitywi.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 the November 18, 2021 Meeting.
2. Consideration and Possible Action to Approve Policy Change at Community Center To End Rentals at Midnight instead of 1:00 am
3. Consideration and Possible Action on VFW Tennis Court Bids. *
4. Consideration and Possible Action to Approve Request to Donate One Family Pool Membership for the 2022 Virtual Snowman Contest Grand Prize.
5. Consideration and Possible Action to Approve New Outdoor Pool Schedule.
6. Consideration and Possible Action on Policy Change to Open Swim Pass for Summer Pools.
7. Consideration and Possible Action to Approve Proposal to Change Non-Resident / Resident Fee for Open Swim Day Pass to a Single Fee. *
8. Consideration and Possible Action to Accept Lawn Mower Bid.

IV. Staff Updates

1. Update on Nelson Family Pavillion Fundraising Committee and Plan.

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
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
Ben Villaruel, De Pere School District
Dennis Krueger, WDP School District
Dillon Laurent, Pro Track & Tennis
Scott Greenlees, Armstrong Paving

De Pere Youth Hockey
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

***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: December 16, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Grace Lahtela

SUBJECT: Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from the November 18, 2021 Meeting.

ATTACHMENTS:

- Draft Minutes 11-18-21 (PDF)



Board of Park Commissioners

Regular Meeting

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

Draft Minutes

Thursday, November 18, 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 Kunderinger	Aldersperson	Excused	
Shana Defnet Ledvina	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
Randy Soquet	Board Member	Present	
Hundamo Lovell	Teen Advisor	Present	
Christopher Soquet	Teen Advisor	Present	

Others present:

Marty Kosobucki, Director of Parks, Recreation and Forestry

Paula Rahn, Recreation Superintendent

Angela George, Recreation Supervisor

Don Melichar, Park Superintendent / Forester

Grace Lahtela, Administrative Assistant

II. Public Comment Period

Joseph Nicks gave a brief history of Wilson Park and how the park became a city park. He also commented on the memorial that is at the park. Mr. Nicks feels that Wilson Park should not be sold to St. Norbert College and that the Park Board should get involved in the west side vision plan to see how the park can be improved. Mr. Nicks also commented on the refurbishing of the VFW tennis courts. He feels that if the courts are refurbished, there is a need for more than two pickleball courts in the plan. CC O'Malley spoke regarding Wilson Park and feels the park should not be sold. She stated that this is the only park that you can walk to from Scheuring Rd to Main Street and from the river to the railroad tracks. She agreed that there are a lot of college kids and rentals around the park, but there are also a lot of young families.

III. Items

1. Consideration and Possible Action to Approve Board of Park Commissioners Minutes from the October 21, 2021 Meeting.

Aldersperson Raasch moved to approve the minutes from the October 21, 2021 meeting, seconded by Aldersperson Defnet-Ledvina. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Thiel Collar, Jennings, Kneiszel, Defnet Ledvina, Raasch, Soquet
EXCUSED:	Amy Chandik Kunding

2. Consideration and Possible Action to Approve Select Soccer Request for the President Cup to be held at Southwest Park in 2024.

Melissa Thiel Collar moved to approve the request from Select Soccer for the President Cup to be held at Southwest Park in 2024, seconded by Alderperson Defnet-Ledvina.

Discussion followed.

Alderperson Raasch questioned if there would be restrictions on other groups using the fields to keep the fields in good conditions.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that this is not the National Tournament that was held at Southwest in the past where fields needed to be deactivated for three months prior to the event. He also stated that De Pere Rapides is aware of the tournament.

Upon vote the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Melissa Thiel Collar, Board Member
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Thiel Collar, Jennings, Kneiszel, Defnet Ledvina, Raasch, Soquet
EXCUSED:	Amy Chandik Kunding

3. Consideration and Possible Action to Approve Sale of Logs from City Tree Removals to Urban Evolutions.*

James Kneiszel moved to approve the request to sell logs from City tree removals to Urban Evolutions, seconded by Randy Soquet. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Kneiszel, Board Member
SECONDER:	Randy Soquet, Board Member
AYES:	Thiel Collar, Jennings, Kneiszel, Defnet Ledvina, Raasch, Soquet
EXCUSED:	Amy Chandik Kunding

4. Consideration and Possible Action On Allocation of Beer Garden Revenue.*

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that at the last Park Board meeting there was discussion as to where the profits from the Beer Garden should be allocated, but no action was taken and it was referred back to staff to come up with some options for discussion. Staff worked on a list of potential projects, and the top five options are listed in the agenda packet. With the beer gardens being held at Voyageur Park, staff recommendation would be for the profits to be allocated to the Nelson Family Pavilion at Voyageur Park.

Alderperson Defnet Ledvina stated her concern with allocating the funds to the Nelson Family Pavilion is that there is a fundraising committee established and would hate to deter people from donating when the funds could go to a different project.

Mr. Kosobucki stated that the Nelson Family Pavilion will cost \$1.3 - \$1.5 million. Currently we have about \$770,000 raised, so there is a long way to go before reaching the goal.

James Kneiszel questioned if the funds needed to be earmarked today.

Mr. Kosobucki explained that there have been some questions from Alderpersons as to where the funds were going, that is why we are looking to have the funds earmarked for a certain project.

Alderperson Raasch stated that he would like to put more emphasis on things that benefit kids in the community and would like the funds to go to playground updates and maybe earmark it for playground upgrades going forward. He feels this would be good public relations for the event.

Randy Soquet agreed with Alderperson Raasch where the funds could be used for playground updates; however the Park Board made a commitment to the Voyageur Park project and allocating the funds there shows the city is committed to the project. Mr. Soquet feels that the Nelson Family Pavilion should be completed first and then prioritize playgrounds in the future.

Melissa Thiel Collar commented that the Nelson Family Pavilion would be within the mission of giving back to kids because the pavilion would be a gathering place for families and kids. Once the Nelson Family Pavilion is done, then the funds could be allocated to playgrounds.

Alderperson Raasch commented that the Voyageur Park Playground has families driving from outside communities to use the playground. He feels that the Park Board should help with the fundraising efforts for the Nelson Family Pavilion, but doesn't feel that the funds should go to the pavilion. From the public comments tonight, it shows how important it is to put funds into the parks and playgrounds.

Alderperson Defnet-Ledvina agrees that the funds should be allocated to playgrounds and that the fundraising committee has been doing a real good job and will bring in the funds for the pavilion.

James Kneiszel questioned if it would be beneficial to pick a playground and advertise at the beer gardens what the funds are going toward.

Marty Kosobucki explained that advertising a specific program might limit the people attending the beer gardens. Currently it is advertised that the profits go toward park infrastructure, and whatever project is chosen will help out the community.

Alderperson Raasch moved to recommend to Common Council to allocate the beer garden revenue of \$28,292 to playground needs from the listed park recommendations, seconded by Alderperson Defnet-Ledvina.

Marty Kosobucki explained that it might be best for the motion to identify a specific project.

Alderperson Raasch modified the motion to recommend to Common Council to allocate the beer garden revenue of \$28,292 to the Legion Woods playground, Alderperson Defnet-Ledvina agreed to the modification. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Thiel Collar, Jennings, Kneiszel, Defnet Ledvina, Raasch, Soquet
EXCUSED:	Amy Chandik Kunding

5. Consideration and Approval of Revisions to Carrico Aquatic Agreement.

Alderson Defnet-Ledvina moved to approve the revisions to the Carrico Aquatic Agreement, seconded by Randy Soquet. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderson
SECONDER:	Randy Soquet, Board Member
AYES:	Thiel Collar, Jennings, Kneiszel, Defnet Ledvina, Raasch, Soquet
EXCUSED:	Amy Chandik Kunding

6. Consideration and Possible Action to Approve Raincheck Policy for Swimming Pools.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that staff wants to make sure there is a policy on file regarding refunds and/or rainchecks for the swimming pools. Staff recommendation would be that no refunds are given in the event of a pool closure. Rainchecks however would be given under certain unplanned or uncontrolled staff closures, but will not be provided for weather closures. This policy would not be advertised but would be followed at a patron's request.

James Kneiszel questioned who would be issuing the rainchecks.

Marty Kosobucki explained that rainchecks could be issued by the pool manager, head pool manager, Recreation Supervisor Angela George, Recreation Superintendent Paula Rahn or Marty.

Alderson Raasch moved to approve the raincheck policy for swimming pools as presented, seconded by James Kneiszel. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Jim Kneiszel, Board Member
AYES:	Thiel Collar, Jennings, Kneiszel, Defnet Ledvina, Raasch, Soquet
EXCUSED:	Amy Chandik Kunding

7. Consideration and Possible Action to Approve Pool Policy to Allow Children 8 Years Old And Under with a Guardian 16 Years Old or Older.

Marty Kosobucki, Director of Parks, Recreation and Forestry, explained that staff contacted local communities; along with the city's health and legal departments for recommendations regarding an age policy for the aquatic facility. After this information was obtained, staff recommendation would be that 8 year olds and under must be accompanied by a guardian 16 years of age or older.

Melissa Thiel Collar question if this policy will be monitored and adjusted if necessary and how the age of patrons will be determined by staff.

Marty Kosobucki explained that age determination will be difficult for day passes, but the information will be in the system for all season pass holders. Staff felt it was better to have something in place, than to have nothing at all.

Randy Soquet stated his concern is that residents having a responsible babysitter watching their children that is under 16 years old and have a family pool pass, the babysitter would not be able to bring the child to the pool with this policy.

Marty Kosobucki explained that this is probably going to be the biggest complaint from residents. Staff recommendation is what other local municipalities are doing and there will be advertising put out in the winter that states the policy changes.

Alderson Raasch moved to approve the pool policy that 8 year olds and under must be accompanied by a guardian 16 years of age or older, seconded by Melissa Thiel Collar. Upon vote, the motion passed unanimously.

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

8. Consideration and Possible Action to Approve Repairs for Legion Pool in the amount of \$17,900.*

Randy Soquet moved to approve repairs to Legion Pool in the amount of \$17,900, seconded by Alderperson Raasch.

Discussion followed.

Randy Soquet stated he was glad that the required repairs were minimal and that Legion Pool will still be operational next year.

Alderperson Defnet-Ledvina questioned if Council is going to discuss what the threshold of repairs are going to be before the new pool is constructed.

Marty Kosobucki explained that council would need to have that discussion.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Randy Soquet, Board Member
SECONDER:	Dean Raasch, Alderperson
AYES:	Thiel Collar, Jennings, Kneiszel, Defnet Ledvina, Raasch, Soquet
EXCUSED:	Amy Chandik Kunding

IV. Staff Updates

1. Staff Update for 2022 Beer Gardens.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that next year staff recommendation is to eliminate the Saturday event. The attendance was alright, but there are too many conflicts that occur on Saturdays. We are going to stick with three events in 2022 and once the Nelson Family Pavilion is completed we may increase the number of events. The main event sponsorship will be \$3,000 and Amerilux has already agreed to be the main sponsor again for 2022. There is also another organization that may be interested in being a main sponsor, but details have not been worked out yet for this business. A rain date will also be considered in 2022, with the event being held the following week if the beer garden needs to be cancelled. With the large tent being a huge expense, staff has decided to forgo renting the tent and possibly purchasing some additional 10x10 pop-up tents to put up around the outside of the bowl. Volunteers have been considered and staff is trying to get this approved.

RESULT:	DISCUSSED
----------------	------------------

2. Staff Update on Status of Wilson Park and St. Norbert College.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that after discussions with St. Norbert College and the City Administrator, St. Norbert withdrew their intent to purchase the Wilson Park property. However, they are very interested in working with the city to see how the park could be improved to benefit both the college students and the community.

RESULT: DISCUSSED

V. Future Agenda Items

None

VI. Adjournment

Melissa Thiel Collar moved to adjourn the meeting at 7:22 pm, seconded by Randy Soquet.
Upon vote, the motion passed unanimously.

Respectfully submitted,
Grace Lahtela



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 16, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Consideration and Possible Action to Approve Policy Change at
Community Center To End Rentals at Midnight instead of 1:00 am

ATTACHMENTS:

- Change to Community Center Rentals 12.8.21 (DOCX)

CITY OF DE PERE

Community Center

600 Grant Street, De Pere, WI 54115 | 920-339-4097 | www.de-pere.org



TO: Board of Park Commissioners
FROM: Paula Rahn, Recreation Superintendent
DATE: December 8, 2021
RE: Consider ending Community Center rentals at midnight instead of 1:00 am

Staff is requesting the Board of Park Commissioners to consider ending Community Center rentals at midnight instead of 1:00 am. Over the past year we have had 15 rentals request to rent until 1:00 am, out of a total of 326 rentals. While this may seem like an insignificant number, the majority of these late night rentals have caused many issues which typically result in the City withholding a portion or all of the renter's security deposit. These issues include but are not limited to improper facility clean up or organization of facility equipment/furniture, damages, etc.

These late night rentals have also caused issues for the Community Center Facility Attendants and Maintenance staff, i.e. excessive clean up, re-arranging, repairs, etc. Many of the requests to extend until 1:00 am are for clean-up purposes with their party ending at midnight. At times, depending upon the type of party, sometimes clean-up is foregone thus leaving it up to the Facility Attendant to clean up beyond their normal duties. We are struggling to get facility attendants to check over these late night rentals so this would be one step to help alleviate this burden while also keeping our facility in good condition.

Thank you for your time and consideration.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 16, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action on VFW Tennis Court Bids. *

ATTACHMENTS:

- Memo.Tennis court bids (DOCX)
- VFW Tennis Court Final.10-18-21 (PDF)
- Pro Track and Tennis Proposal(PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
 From: Marty Kosobucki
 Date: December 16, 2021
 RE: VFW Tennis Court rebid

As requested from a previous Park Board meeting, we rebid the VFW Tennis Court project in hopes of getting additional bids. We expanded the time frame of the project work in hopes of enticing additional bidders. We were able to obtain two bids this time around, however no change in price was witnessed. A summary of bids are below and from initial review, appear to be in order.

Name	Base Bid	Alternate Bid	Total Amount
Pro Track and Tennis	\$77,500	\$3,750	\$81,250
Armstrong Enterprise, Inc	\$89,145	\$8,370	\$97,515

I have included a copy of the Request for Proposal in your packet of information to explain the specifications; however the Alternate bid was to conduct footing and fence repairs of the external fence.

Unfortunately, we did not receive more bids and just as unfortunate we did not receive any bids lower than the amount we had last time we bid. I realize the hope of the Park Board was to entice additional bidders and get a lesser bid, however after three bids I do not believe we will receive a lower bid. If the Park Board wishes to obtain a lesser price in restructuring and updating the tennis courts I would have to recommend a significant change in the specifications which would likely include eliminating the Pickle Ball courts from consideration.

Right now, we have \$60,000 allocated to accomplishing the project. In addition, to the project work we also recommended contracting with Fred Kolkman (Fred conducted the design and specifications of the VFW Project) to conduct project inspection. This would cost \$2,500 in addition to the project amount.

Staff Recommendation: Staff recommends accepting the Base Bid and Alternate Bid from Pro Track and Tennis. We also recommend that the Park Board ask for an additional \$40,015 to complete the project. The additional \$40,015 would cover the Base Bid, Alternative Bid, and consulting fees with Fred Kolkman.

Request for Proposals

Resurfacing and Renovation of VFW Tennis Courts



Due: December 1, 2021 at 3:00 pm

Request for Proposals

Resurfacing and Renovation of VFW Tennis Courts

Table of Contents:

- I. Introduction
 - A. Project Summary
 - B. City Contact Information
 - C. Directions for Submittal of Proposal
 - D. Pre-Construction Meeting
- II. Project Description
- III. Scope of Services
 - A. Summary of Work
 - B. Submittals
 - C. Quality Control
 - D. Protection, Repair, and Cleaning
 - E. Patching and Leveling Materials
 - F. Armor Crack Repair System for Tennis Courts
 - G. Flexible Tennis Court Color Finish System
 - H. Line Primer
 - I. Pickle ball Net Posts and Center Tie Downs
 - J. Pickle ball Court Nets
 - K. Galvanized Fences and Gates
- IV. Meetings
- V. City Responsibilities
- VI. Scheduling
- VII. Insurance
- VIII. Proposal Submittals
- IX. Delivery
- X. Fee
- XI. Additional Information/Attachments
- XII. Appendix
 - A. Fee Schedule
 - B. Sample Consultant Agreement
 - C. Plans

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 December 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 or e-mail at mkosobucki@deperewi.gov

II. Project Description

The current tennis courts have not been resurfaced in about 9 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 funding in the 2022 budget to conduct 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 August 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 December 16th and to City Council in January 2022.
- b. The site is available to the contractor from April – August 1st, including Saturdays and Sundays.
- c. All work is to be fully completed by August 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 re-surfacer 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 re-surfacer shall have a minimum of 600lbs of sand per 50 liquid gallons of acrylic re-surfacer. (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 re-surfacer 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 December 16, 2021 meeting. Upon selecting the proposal, a contractor's agreement will be sent to City Council in January 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@deperewi.gov

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**

**CONTRACT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND _____**

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between the City of De Pere, Wisconsin, ("City"), and _____ ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those _____ services described in the City's Request for Proposals, _____, dated _____, attached and incorporated as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. 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.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated as Exhibit B. The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the Month.

III. INSURANCE

The Contractor shall maintain during the course of the project, 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 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.

2. Automobile Liability

(A) Coverages must include the following extensions:

Comprehensive Form

(1) All Owned Autos

(2) All Hired Autos

- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:
Limits equal to above combined single limit

- 3. Worker's Compensation and Employers' Liability Insurance
Limits of Liability: Statutory

The Contractor shall provide City with a certificate of insurance outlining the required coverage and naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- 1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.
- 2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of 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 that

they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **WORK SAFETY AND HEALTH.** The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment, and take any other needed actions as the Contractor or the City Engineer may determine reasonably necessary, to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. 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 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 Contractor's services, the Contractor 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 Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration

Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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.

VIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

City of De Pere
Attention:
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

Name of Business
Attention:
Address:

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

Name of Contractor

By:

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

Approved as to Form:

City Attorney

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

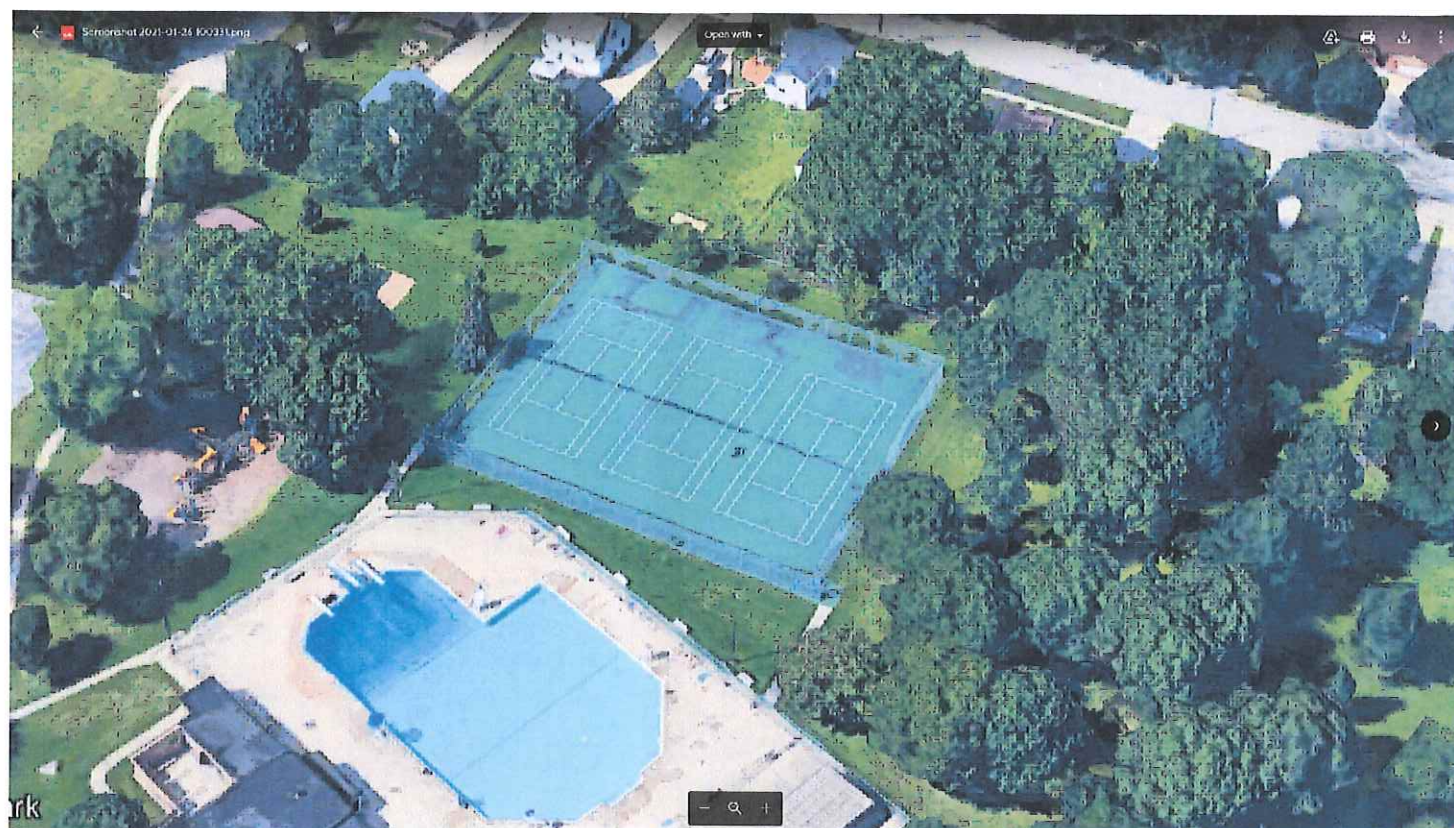
Appendix C

Plans

City Of De Pere - VFW Park

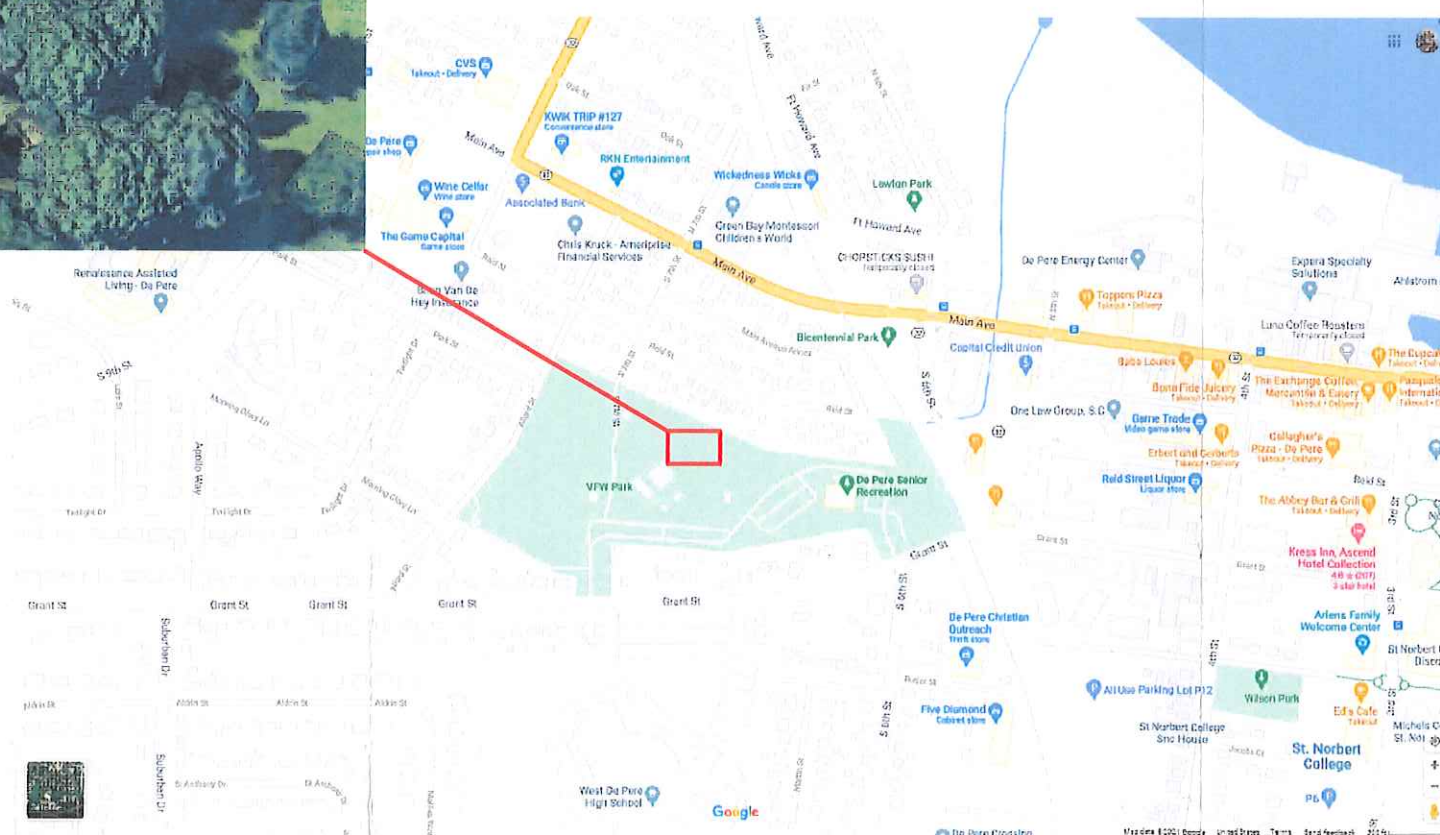


Fred Kolkmann Tennis
And Sport Surfaces, LLC
1921 Mayfair Rd. Grafton, WI 53024
www.kolkmanncourtbuilder.com
Courtbuilder@ameritech.net
262-685-7507



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



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

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

Legends Page

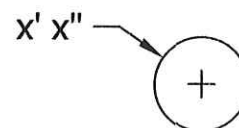
Project #	21-011
Sheet #	2
Date	3-19-2021
CAD By	Peter K.
Scale	NTS



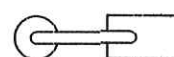
Direction Of North



Trees



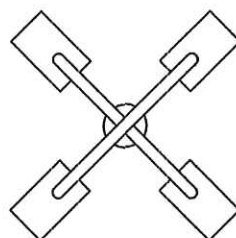
Diameter Of Trees



Single Head Light



Double Head Light



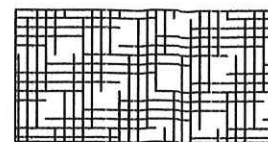
Quad Head Light

Elevations

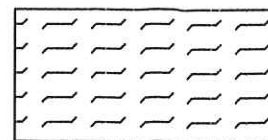
XXX.XX = Existing Elevations

XXX.XX = New Elevations

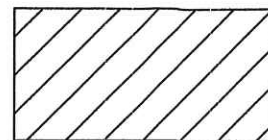
CJ - Control Joint
CFP - Center Fence Post
CLF - Center Line Of Fence
CNP - Center Of Net Post
COF - Center Of Fence
CTD - Center Tie Down
DT - Drain Tile
EOA - Edge Of Asphalt
EOB - Edge Of Base
EOC - Edge Of Concrete
EOP - Edge Of Post
FG - Finish Grade
FH - Fire Hydrant
IEOP - Inside Edge Of Post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



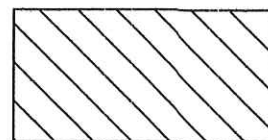
Excavation



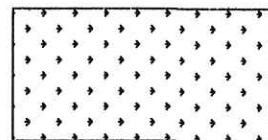
Fiberglass



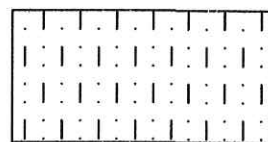
Surface Course



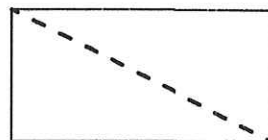
Binder Course



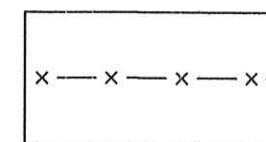
Grass



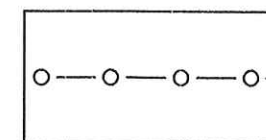
Surface Cracks



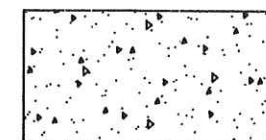
Saw Cuts



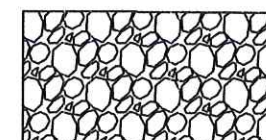
Silt Fence



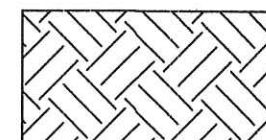
Safety Fence



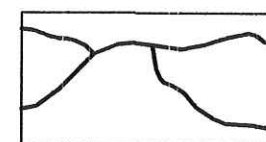
Concrete



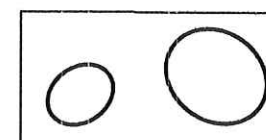
Aggregate Base / Stone



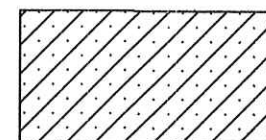
Earth



Structural Cracks

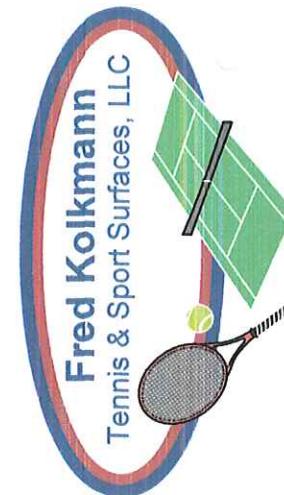
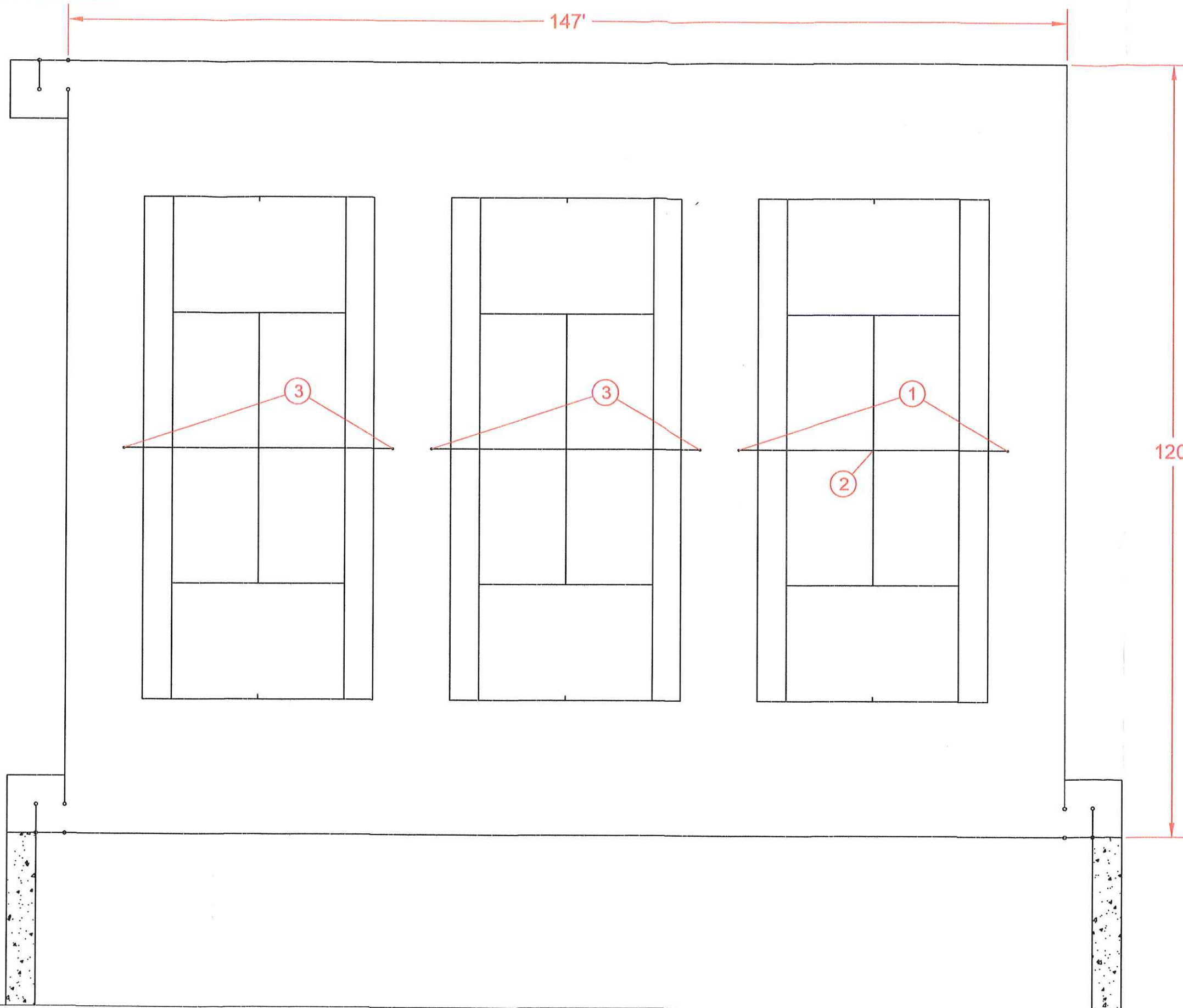


Low Areas



Peeling Paint

- 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



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

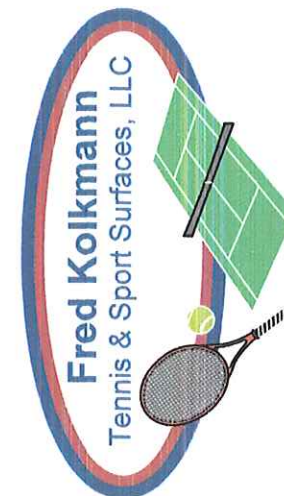
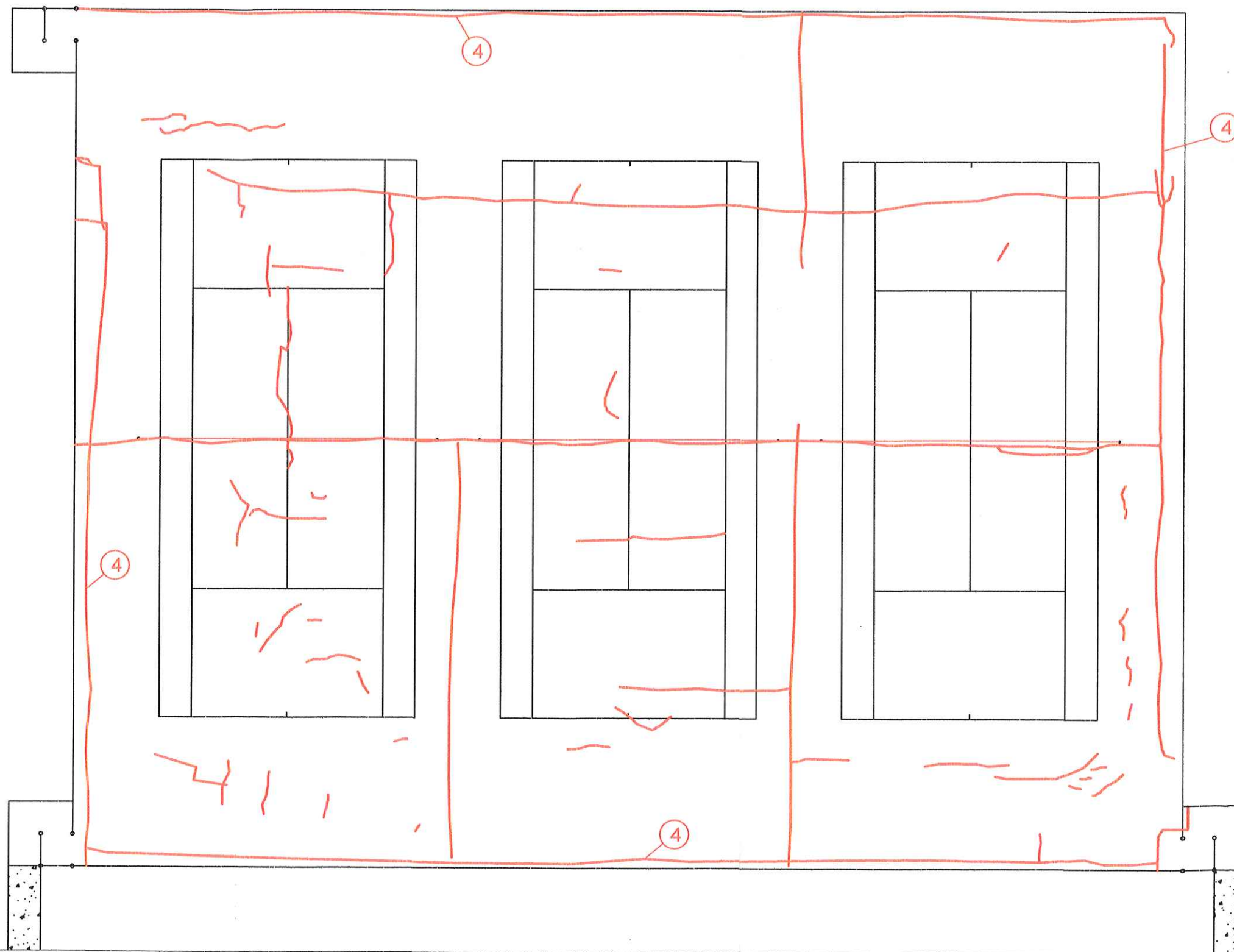
De Pere VFW Park
730 Grant St, De Pere
WI 54115

Demolition

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

- 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



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

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

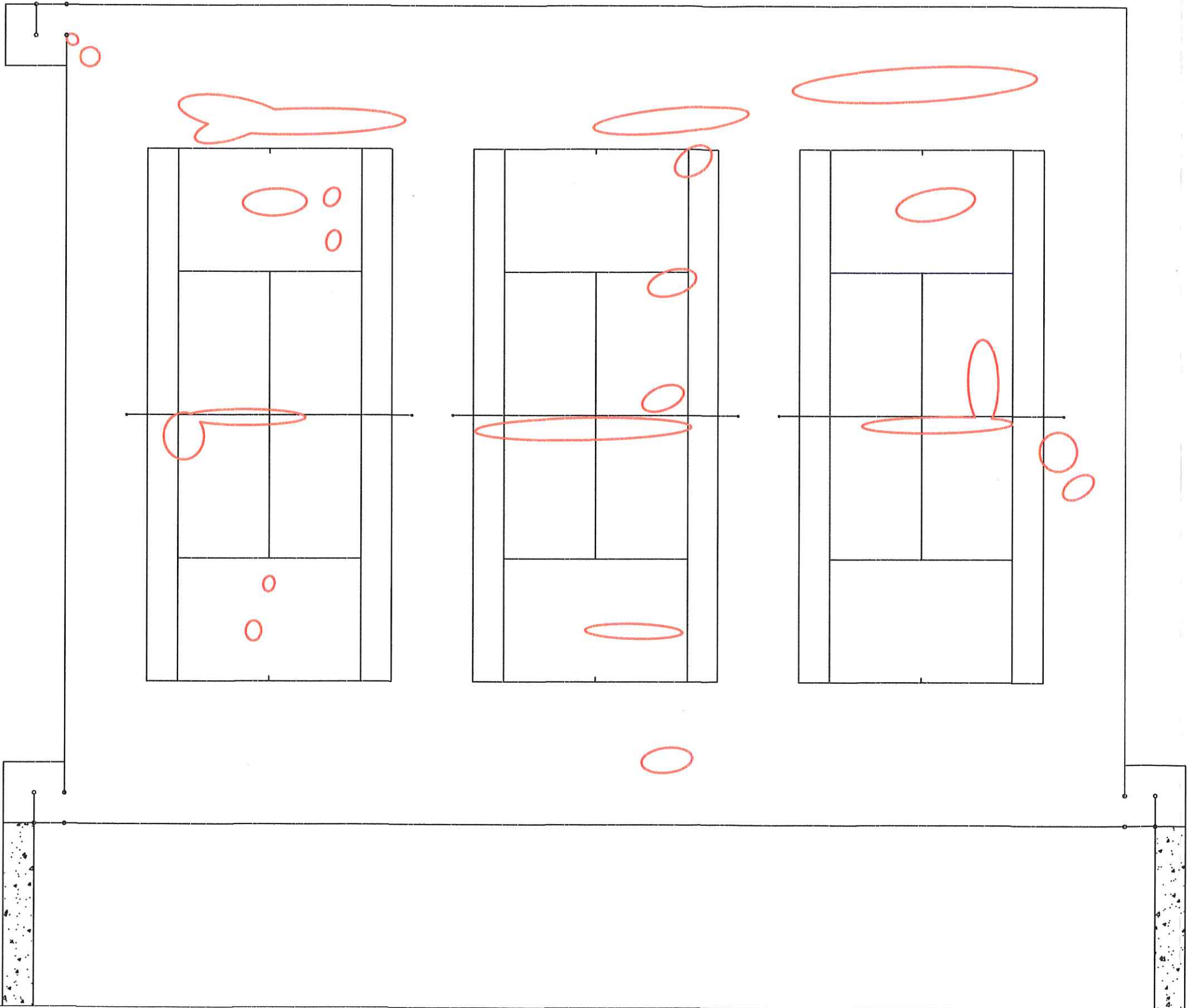
Structural Crack Location

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



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

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

Low Areas &
Peeling Paint

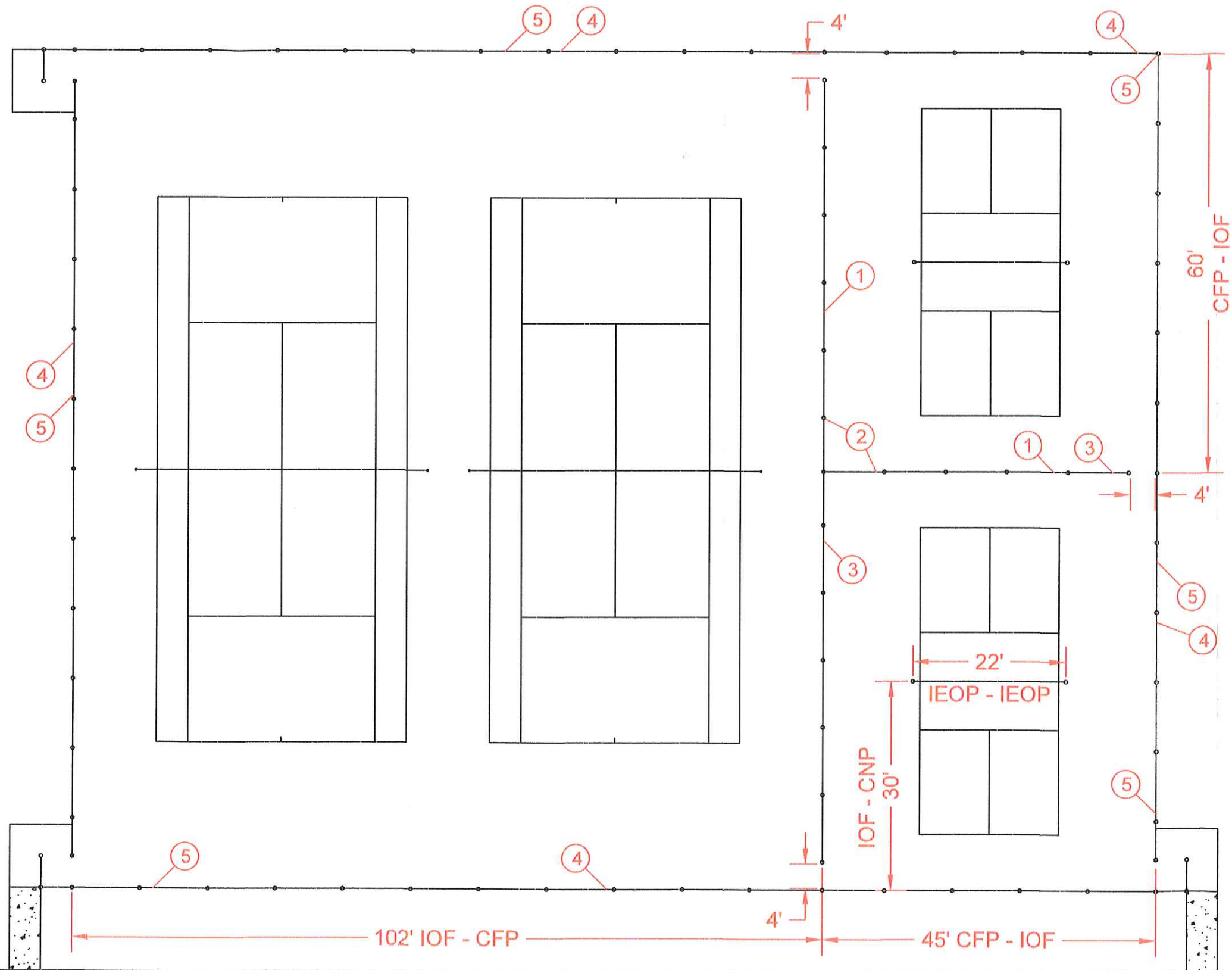
Project #	21-011
Sheet #	5
Date	3-19-2021
CAD By	Peter K.
Scale	NTS



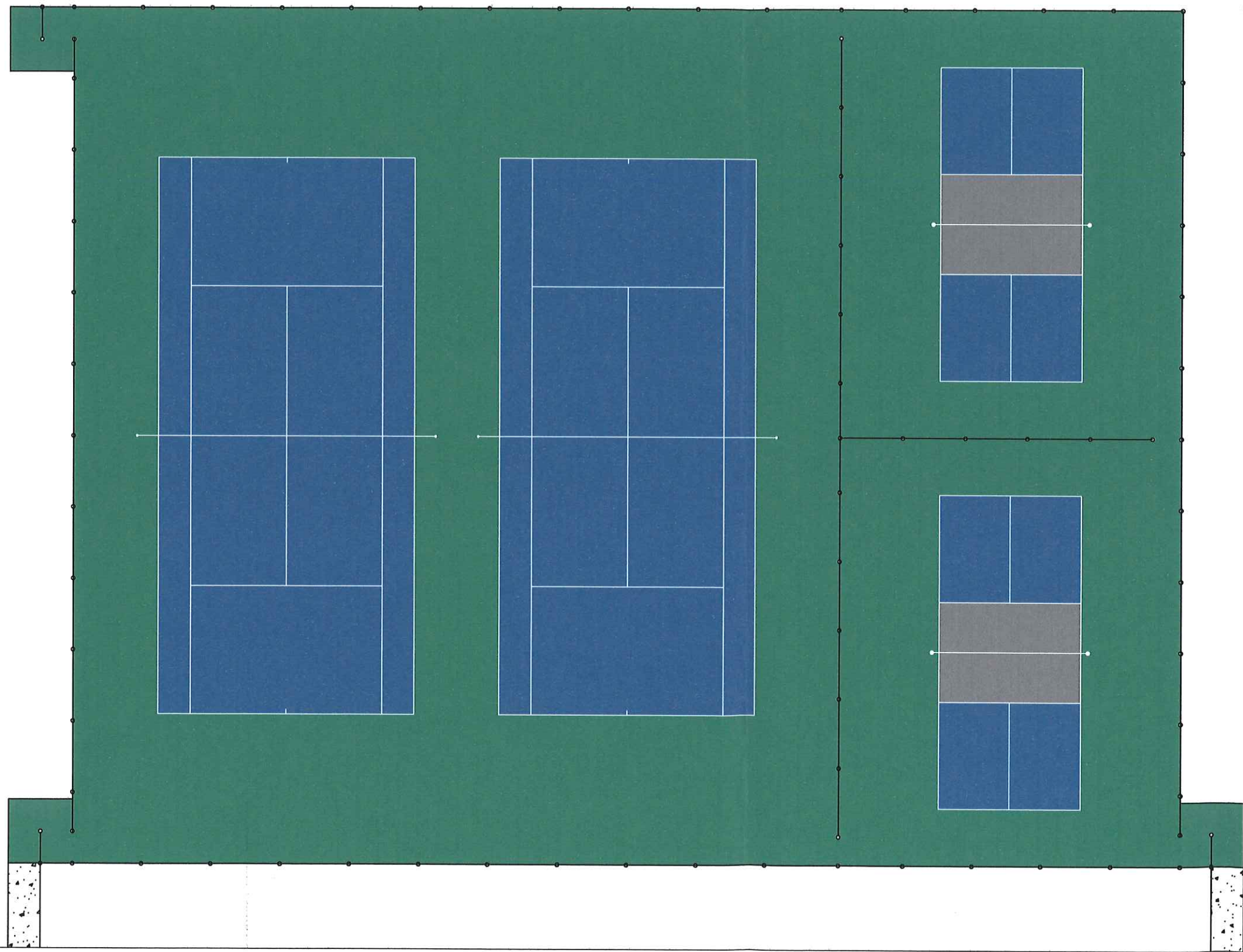
De Pere VFW Park
730 Grant St, De Pere
WI 54115

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

Packet Pg. 49



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

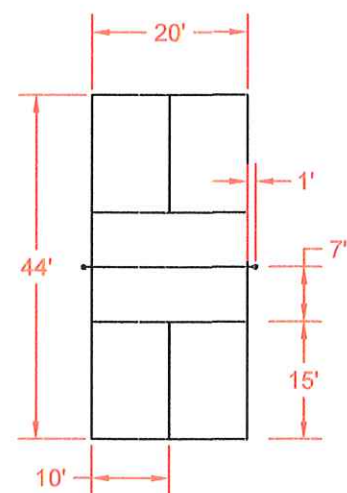


Fred Kolkman Tennis
And Sport Surfaces, LLC
1921 Mayfair Rd. Grafton, WI 53024
www.kolkmanncourtbuilder.com
Courtbuilder@ameritech.net
262-685-7507

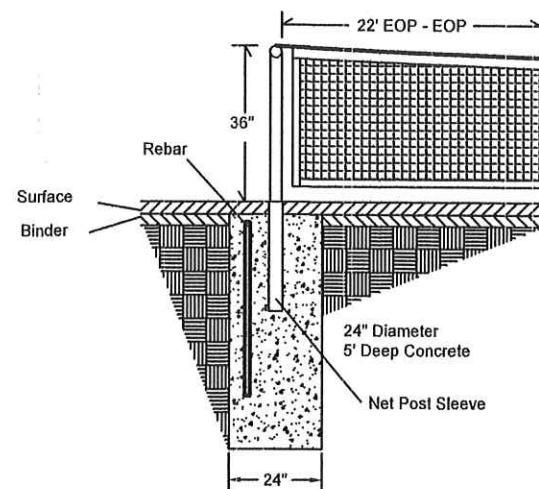
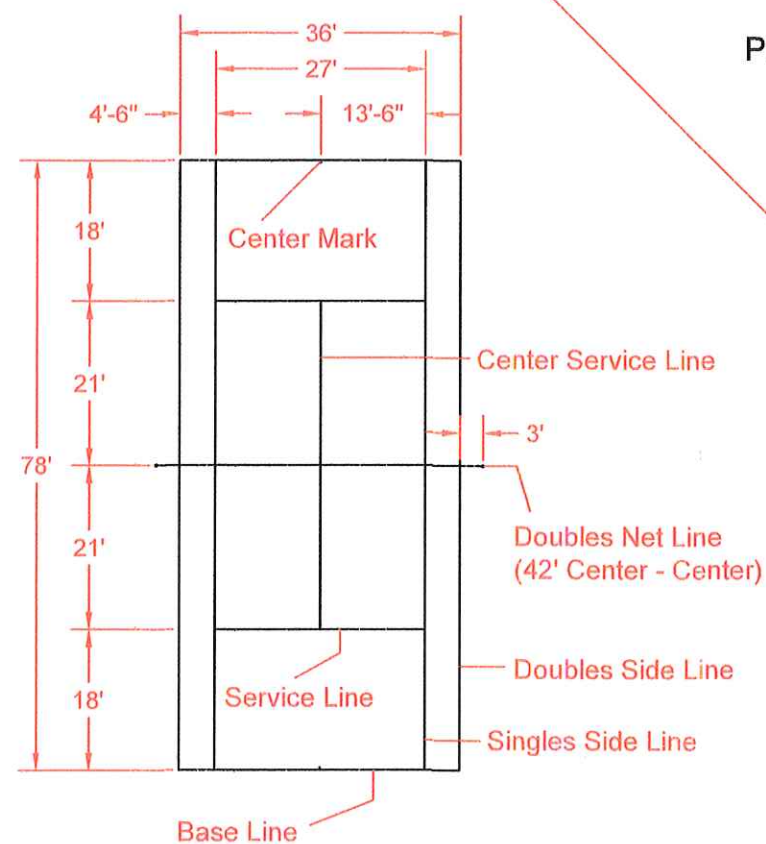
De Pere VFW Park
730 Grant St, De Pere
WI 54115

Color And Striping Plan

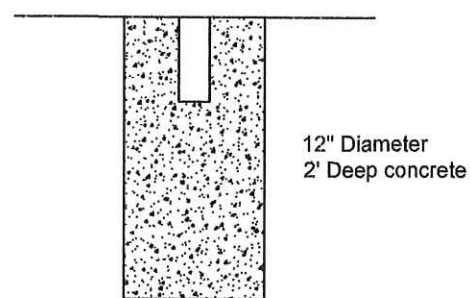
Project #	21-011
Sheet #	7
Date	3-19-2021
CAD By	Peter K.
Scale	1" = 10'



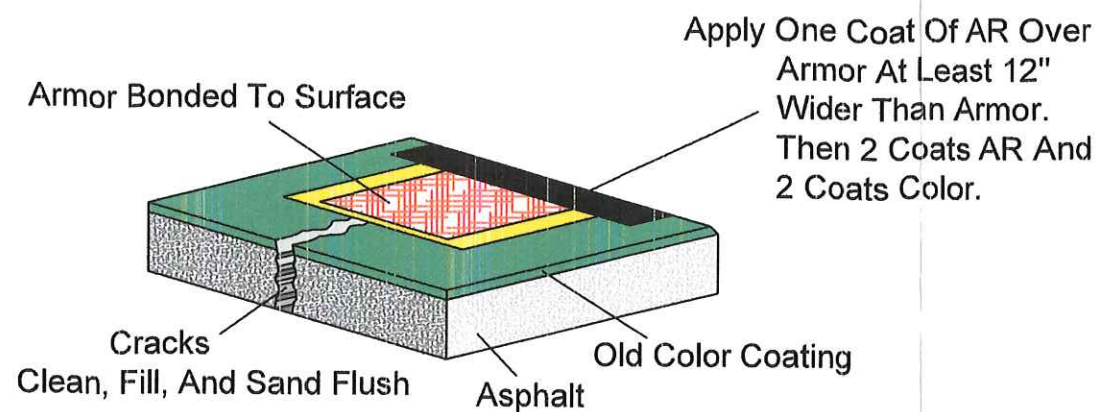
Pickle Ball Detail

Pickleball Net Post Detail
Set At Binder Level

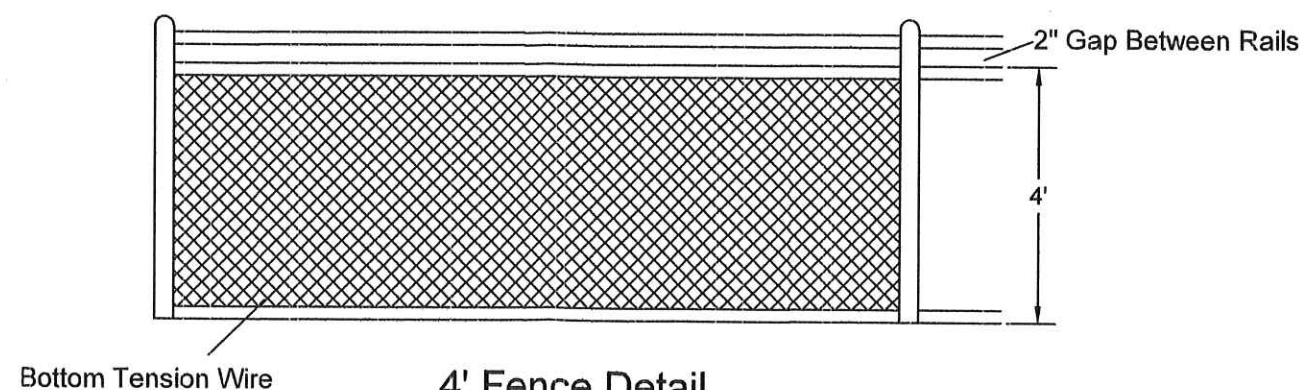
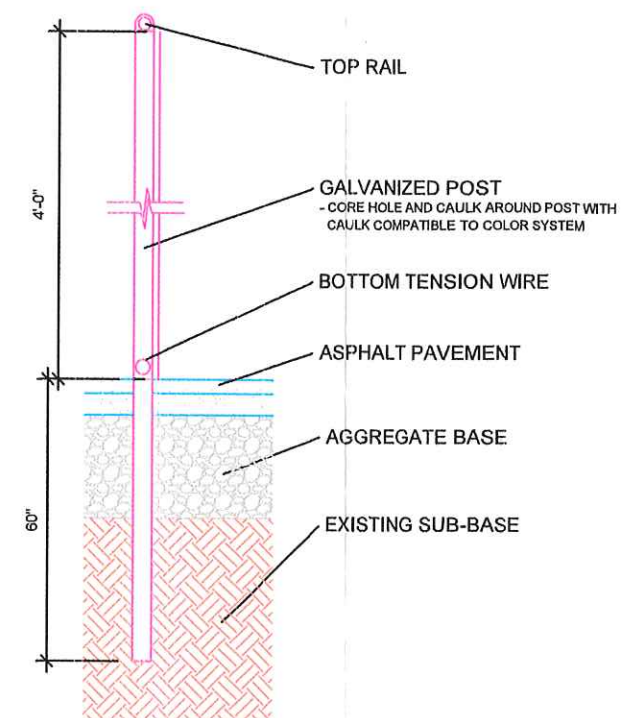
78' Court Detail



Center Tie-Down Detail



Armor Repair



4' Fence Detail



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

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

Details Page 1

Project # 21-011

Sheet # 8

Date 3-19-2021

CAD By Peter K.

Scale

Packet Pg. 51



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

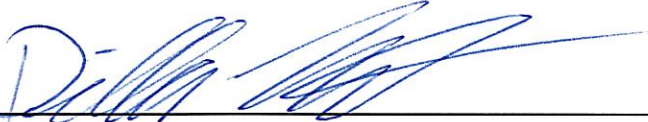
NOTE: Pro Track and Tennis is the largest installer of Armor Crack Repair System in the country and have been certified since 2005. We provide a 5 year warranty with the Armor Crack Repair System and will extend that warranty if you have us color coat at the 5 year mark.

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 StCompany 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



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 16, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Consideration and Possible Action to Approve Request to Donate
One Family Pool Membership for the 2022 Virtual Snowman
Contest Grand Prize.

ATTACHMENTS:

- Family Pool Pass Request - Park Board (2) (DOCX)

CITY OF DE PERE MEMO



To: Board of Park Commissioners

From: Mandi Baker

Date: December 16, 2021

RE: Approve Request to Donate 1 Family Pool Membership for the 2022 Virtual Snowman Contest Grand Prize

Staff is seeking the Board of Park Commissioner's approval for the donation of 1 Family Pool Pass to the Parks, Recreation and Forestry Department. The Family Pool Pass would be used as the grand prize for the Virtual Snowman Contest.

The family that received the Family Pool Pass last year was overwhelmingly grateful and surprised by the generous prize. This will be the second winter we host this free, virtual event. Last year the contest attracted news coverage and we received positive feedback both in-person and on social media. Since this is a multi-generational, family contest, we believe the Family Pool Pass is the perfect grand prize.

Thank you for your time and consideration.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 16, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve New Outdoor Pool Schedule.

ATTACHMENTS:

- Memo.pool schedule (DOCX)
- Pool Schedule.Proposed (DOCX)
- Pool Schedule.Original (PDF)

CITY OF DE PERE MEMO



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

RE: Revision to Outdoor Pool Schedule

I have included in your packet a proposed schedule for our outdoor pools. I have also included in your packet a sample of the time schedule we have used in the past for our outdoor pools. The main difference in the schedule is the shifting of evening Open Swim to 5:00 – 7:45 pm. In making this shift, we do cancel our Family Open Swim and Lap swim at our pools. However, lap swim in the evenings have been very light, and while Family Open Swim is fairly popular at Legion it is not very popular at VFW. Family's still have the opportunity to enjoy open swim with everyone else during the scheduled Open Swim times.

By making this change we do a number of things we think are positive for the facility and patrons. They are;

- 15 year old life guards are required to end work by 9 pm. This allows them to assist in the cleaning of the facility.
- It compresses our time open, which ultimately alleviates the drain on our managerial and attendant staff.
- It allows staff to leave the facility prior to darkness falling for most of the summer.
- Makes it more convenient for staff to work both open swim shifts.
- Allows children and patrons to leave the facility prior to darkness falling.

VFW Pool Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8:00am		Lap Swim	Staff Training 8:15-9:15am	Lap Swim			
8:30am							
9:00am							
9:30am	Swim Lessons (Mon-Thurs.)				Swim Lesson Make-Ups	Rentals 9:00am – 12:00pm	
10:00am	9:30 – 10:00 am						
10:30am	10:05 – 10:35 am						
11:00am	10:40 – 11:10 am						
11:30am	11:15 – 11:45 am (Private)						
12:00pm	Water Aerobics & Private Lessons (12:00-12:30pm)				Private Make-Up		
12:30pm							
1:00pm	Open Swim 1:00-5:00pm					Open Swim 1:00-6:00pm	
1:30pm							
2:00pm							
2:30pm							
3:00pm							
3:30pm							
4:00pm							
4:30pm							
5:00pm	Pool Closed – Staff Break 5:00-5:45pm					Rentals 6:15-9:00pm	
5:30pm	Open Swim 5:45-7:45pm						
6:00pm							
6:30pm							
7:30pm							
8:00pm	Staff Cleaning 7:45-8:30pm						
8:30pm							
9:00pm							
9:30pm							

Changes from Original Schedule

- Open Swim is now 1-5pm and 5:45-7:45pm (previously ended at 8:30pm)
- No family swim/afternoon lap swim – allows for staff to get a 30 minute unpaid break, required with shift greater than 6 hours allowing staff to work entire open swim duration
- No weekday rentals

VFW Pool Schedule

	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
6:00 am							
7:00 am				Lap Swim 6:30 – 8:30 am		Lap Swim 6:30 – 8:30 am	
8:00 am					Staff Training		
9:00 am	Rentals		Swim Lessons 9:30 – 10:00 am 10:05 – 10:35 am 10:40 – 11:10 am				
10:00 am							
11:00 am							
					Lap Swim 11:15 – 12:00 pm		Private Lessons
12:00 pm			Water Aerobics		Private Lessons	Rentals	
1:00 pm	Open Swim Mon – Fri 1-4:30 pm 6 – 8:30 pm Sat – Sun 1-6:00 pm						
2:00 pm							
3:00 pm							
4:00 pm							
5:00 pm	Rentals		Lap Swim 5:15 – 5:45 pm	Family Swim 4:40 – 5:40 pm	Lap Swim 5:15 – 5:45 pm	Lap Swim 5:15 – 5:45 pm	
6:00 pm			Open Swim Mon – Fri 1-4:30 pm 6-8:30 pm Sat – Sun 1-6:00 pm				
7:00 pm							
8:00 pm							
9:00 pm							
10:00 pm							



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 16, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action on Policy Change to Open Swim Pass for Summer Pools.

ATTACHMENTS:

- Memo.Day Pass Policy (DOCX)

CITY OF DE PERE MEMO



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

RE: Policy for Day Pass at Summer Pools

Staff is recommending a change in policy that will help clear constant confusion with attendees. Our current policy is that people must pay a fee to enter open swim. During the week we have two different open swims. Those times were 1-4:30 pm, and 6:30 – 8:30 pm. In following our policy, people that payed a fee to come to the early open swim, would have to pay to come to the evening open swim. This has caused much confusion with people and even staff, because people naturally call the pass a “day pass”.

In an effort to alleviate confusion, staff is recommending converting our Open Swim Pass to an actual Day Pass. If someone were to come for the afternoon open swim, they would be allowed admission into the evening open swim. If people were to leave and come back, we would have a stamp to identify people allowed admission back into the facility for the day.

In changing of this policy we do not believe there is a financial impact. While we do not have actual data of how many people would pay an Open Swim Pass for both the afternoon and evening session, we do not believe it is many (if any at all). With most people, once they leave the facility they do not come back for the day.

Staff Recommendation: Approve pool policy that changes the Open Swim Pass that requires payment per open swim session to a Day Pass.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 16, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Angela Zills

SUBJECT: Consideration and Possible Action to Approve Proposal to Change Non-Resident / Resident Fee for Open Swim Day Pass to a Single Fee. *

ATTACHMENTS:

- Memo.Day Pass.Res and Non Res (DOCX)

CITY OF DE PERE MEMO



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

RE: Consider changing Day Pass fee to one fee for residents and non-residents

The topic of changing how we charge our Open Swim Pass was discussed at the last Park Board meeting. At that time, there was a variety of opinions on the matter. After further in-house discussions with department staff, we are still recommending the Park Board consider the change of Resident and Non-resident Open Swim fees.

Below is a breakdown of our 2022 proposed Open Swim Fees and Membership Fees;

LEGION		
General Admission Tickets	Resident	Non-Resident
Baby Pool (0-2 years old)	\$1.50	\$3.00
Single (3-59 years old)	\$4.00	\$7.00
Senior (60+ years old)	\$3.00	\$7.00

VFW		
General Admission Tickets	Resident	Non-Resident
Baby Pool (0-2 years old)	\$2.00	\$4.00
Single (3-59 years old)	\$5.00	\$8.00
Senior (60+ years old)	\$3.00	\$8.00

Below is a breakdown of our membership fees. These fees would not be impacted or changed at all, however we wanted to share with you the fees to show the significant discount that City of De Pere residents get if purchasing a membership.

Legion Only		
Pre-Season Swim Passes	Resident	Non-Resident
Individual	\$37.00	\$67.00
Family	\$74.00	\$154.00
Senior	\$27.00	\$67.00

Legion Only		
In-Season Swim Passes		
Individual	\$48.00	\$78.00
Family	\$84.00	\$164.00
Senior	\$37.00	\$77.00

Pre-Season Swim Passes***Legion & VFW***

Individual	\$48.00	\$93.00
Family	\$105.00	\$215.00
Senior	\$37.00	\$92.00

In-Season Swim Passes***Legion & VFW***

Individual	\$58.00	\$103.00
Family	\$116.00	\$226.00
Senior	\$48.00	\$103.00

Below is what staff would recommend for changing the Open Swim Pass amounts.

LEGION

General Admission Tickets	Cost
Baby Pool (0-2 years old)	\$2.00
Single (3-59 years old)	\$5.00
Seniors (60+ years old)	\$4.00

VFW

General Admission Tickets	Cost
Baby Pool (0-2 years old)	\$3.00
Single (3-59 years old)	\$7.00
Seniors (60+ years old)	\$5.00

Staff recommends this change for a number of reasons, including faster moving lines, less angry customers due to the amount of time to wait and being asked for proof of residency, less verbal abuse to our staff, etc...



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 16, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Accept Lawn Mower Bid.

ATTACHMENTS:

- Memo.mower (DOCX)
- 11 Ft Mower Proposal.Specs (PDF)
- Reinders.Mower Proposal (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
 From: Marty Kosobucki
 Date: December 6, 2021
 RE: 11 ft Lawn Mower Bid

Upon approval of the 2022 Budget, staff went out and obtain bids for replacing Mower #306 which is an 11 ft Toro Mower. General specifications were developed and sent out, and have been included in your packet.

Our 11 ft mowers are the work horses of mowing our green spaces. They are large enough to cut big areas, and still small enough to maneuver in and out of tight spaces.

Upon reaching our deadline for submitting bids, we only received one bid. The bid was from Reinders for a Groundmaster 4000-D. The mower met specifications. Our budget amount for replacing the mower was \$85,000. The base bid from Reinders is for \$103,071.32. Additional options being recommended by staff (Maintenance and Operating staff) are;

- Covered Cab with climate control/accessories - \$22,782.00
- Extra Mower Blades - \$326.30
- Extra Mulcher Blades - \$320.03

The grand total for the 11 Ft mower replacement with options is \$126,499.65. Reinders is providing us a trade amount for our old mower at \$4,000. If you would accept this trade in the grand total would be \$122,499.65.

In addition to the higher cost, Reinders has referenced that delivery of this mower would not be until 2023 as they are completely sold out for 2022 models. In talking with mechanical and operating staff, they have indicated they believe they can get #306 through one more year.

Staff Recommendation: Staff would recommend accepting...

- Reinders Base proposal of \$103,071.32
- Delivery of mower in 2023
- Include staff options listed above in the amount of \$23,428.33
- Accept Reinders Trade in value for Mower #306 at \$4,000
- Recommend to City Council an additional \$37,499.65 to complete the purchase

CITY OF DE PERE**SPECIAL PROVISIONS****PROPOSAL E22-03****QUOTATION FOR ONE (1) 2022 11' DIESEL ROTARY RIDING MOWER**

1. GENERAL. The equipment to be furnished and delivered under this proposal will be in accordance with the Notice to Suppliers, the attached Minimum Specifications, and these Special Provisions.
2. MINIMUM SPECIFICATIONS. It is not the intent of the Minimum Specifications attached as part of this proposal to exclude any prospective supplier. The Minimum Specifications are to be used as guidelines that indicate approximately what the City of De Pere is looking for. Deviation from these specifications will not automatically result in rejection of any proposal; however, any deviation under these specifications should be justified by the supplier to facilitate review and analysis of all proposals by the City of De Pere.
3. The City of De Pere reserves the right to reject any or all proposals, to waive any irregularities, and to accept any proposal which the City deems most favorable to the interest of the City of De Pere. Acceptance of any proposal is contingent upon availability of funding in the 2022 approved budget.
4. Questions regarding the Notice to Suppliers, Specifications and/or Quotation Form may be referred to Thomas Blohowiak, Maintenance Supervisor at (920) 339-4072 ext. 2250.

CITY OF DE PERE
MINIMUM SPECIFICATIONS
PROPOSAL E22-03

QUOTATION FOR ONE (1) 2022 11' DIESEL ROTARY RIDING MOWER

The intent of these specifications is to cover minimum requirements for a commercial grade 11' riding lawn mower. Failure to complete this information is grounds for rejection of the proposal. Proposers are requested to state wherein your equipment meets, or fails to meet the specifications by checking 'Yes' or 'No' in the provided space. If 'No' is checked, an explanation must be provided.

MINIMUM SPECIFICATIONS:

ENGINE:

- Diesel engine with minimum 50 hp
- Liquid cool with reversing engine fan to clean out radiator
- Engine shall have all standard and specified components of engine manufacturer
- Engine shall be electronically controlled

Comply: ☒ Yes ☐ No Explain: _____.

TRANSMISSION:

- Hydrostatic
- Four (4) wheel drive

Comply: ☒ Yes ☐ No Explain: _____.

TIRES:

- Two (2) spare tires on rims; one (1) for the front axle and one (1) for the rear axle

Comply: ☒ Yes ☐ No Explain: _____.

MOWING DECKS:

- 11' wide cut, rear discharge rotary mower
- 7 Gauge steel used for deck construction

- 0" undercut circle in turns
- All deck caster tires to be gel filled

Comply: ☒ Yes ☐ No Explain: _____.

STEERING:

- Power Hydrostatic

Comply: ☒ Yes ☐ No Explain: _____.

ELECTRIC SYSTEM:

- 12 volt / 70 amp alternator
- Stop tail and turn lights
- Headlights
- Front and rear LED strobe lights
- One 25 Amp power supply to use for 2-way radio installation after delivery

Comply: ☒ Yes ☐ No Explain: _____.

SEAT:

- Deluxe adjustable

Comply: ☒ Yes ☐ No Explain: _____.

PUBLICATIONS:

- One (1) service manual for engine/chassis mower deck on CD or paperback
- One (1) parts manual for engine/chassis mower deck on CD or paperback

Comply: ☒ Yes ☐ No Explain: _____.

TRAINING:

- Operator training and mechanical overview to be provided by factory representative(s) upon delivery

Comply: ☒ Yes ☐ No Explain: _____.

WARRANTY:

- List details 2 -year / 1500 hour

DELIVERY:

Mower to be delivered to: 925 S. Sixth Street De Pere, WI 54115

CITY OF DE PERE**EQUIPMENT PROPOSAL
E22-03****ONE (1) 2022 11' DIESEL ROTARY RIDING MOWER**

**Proposals will be received until
December 2, 2021 @ 8:40 A.M. CST**

Cab is standard with heater and A/C and is a factory installed (non-removable) cab. This also follows Toro's 2- Year Warranty.

CITY OF DE PERE

PROPOSAL E22-03

NOTICE TO SUPPLIERS

QUOTATION FOR ONE (1) 2022 11' DIESEL ROTARY RIDING MOWER

1. Proposals will be received at the City of De Pere, Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin, 54115, until proposal opening at 8:40 a.m. CST on December 2, 2021.
2. All proposals are to be submitted on completed City of De Pere proposal forms which shall include the Notice to Suppliers, Specifications, and Quotation Form.
3. ~~The supplier shall provide a certified check or acceptable guarantee in the amount of five percent (5%) of the proposal, payable to the City of De Pere, as a guarantee that the supplier will execute the terms as set forth in the specifications. In the case that the supplier fails to execute said terms, the amount of the guarantee shall be forfeited to the City of De Pere as liquidated damages.~~ KSK 11/30/21
4. The City of De Pere reserves the right to reject any or all proposals, to waive any irregularities, and to accept any proposal which the City deems most favorable to the interest of the City of De Pere. Acceptance of any proposal is contingent upon availability of funding in the 2022 approved budget.
5. Questions regarding the Notice to Suppliers, Specifications, and/or Quotation Form may be referred to Thomas Blohowiak, Maintenance Supervisor at (920) 339-4072 ext. 2250.

CITY OF DE PERE

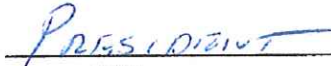
PROPOSAL E22-03

QUOTATION FOR ONE (1) 2022 11' DIESEL ROTARY RIDING MOWER

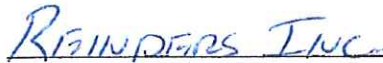
This proposal, submitted by the undersigned supplier to the City of De Pere, in accordance with the advertisement inviting proposals which will be received until proposal opening at 8:40 a.m. CST Thursday, December 2, 2021. The undersigned bidder agrees to furnish and deliver the equipment specified herein F.O.B., Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, within Unit not available until 2023 consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned, being duly sworn, does depose and say that he/she is an authorized representative of Reinders, Inc (Supplier Company Name) of Sussex (City), Wisconsin (State), and that the said supplier has examined and carefully prepared its proposal from the Notice to Suppliers, Special provisions and Minimum Specifications and has checked the same in detail before submitting said proposal; and that the said proposer or its agents, officers, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive competition in connection with this proposal.



Signature of Supplier

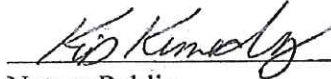


Title

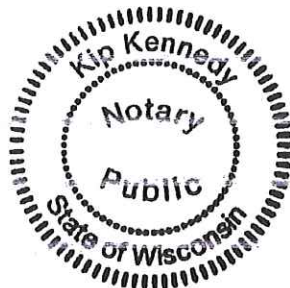


Print or type name of supplier

Subscribed and sworn to before me this

30 day of November, 2021.Waukesha County, Wisconsin


Notary Public

My commission expires 5/29/25.

CITY OF DE PERE
SCHEDULE OF PRICES
PROPOSAL E22-03
QUOTATION FOR ONE (1) 2022 11' DIESEL ROTARY RIDING MOWER

1. One Toro Groundsmaster 4000-D

complete as per attached equipment specifications dated 12/1/2021

Price \$ 103,071.32

OPTIONAL TRADE-INS (Determined at date of delivery)

A. #3306 – 2007 Toro Riding Mower #4000D

\$ 0.00 \$4000 RRG

Serial #30410- 290000270

Net Price with Trades: \$ 103,071.32

TRADE TERMS AND CONDITIONS: Should the City of De Pere elect to trade this unit, it will be traded to the successful bidder in an "AS IS" condition. There will be no warranties given with this unit, either written or implied.

OPTIONS:

- | | |
|--|--|
| • Mulcher attachment | \$ <u>1,794.15</u> |
| • Recycle mowing deck | \$ <u>1,780.65</u> |
| • Hard shelled roof unit | \$ <u>1,483.97</u> |
| • Deluxe air-ride seat | \$ <u>Standard Air Ride Seat with Arm Rest Kit</u> |
| • Covered cab | \$ <u>14,457.15</u> |
| • Covered cab with climate control & accessories | \$ <u>22,782.00 ** See Note</u> |
| • Two (2) extra sets of mower blades | \$ <u>326.30</u> |
| • Two (2) extra sets of Mulcher blades | \$ <u>320.03</u> |
| • Five year power train warranty | \$ <u>3,916.74 (60 Month / 3500 Hour)</u> |

**** This Cab is an upgrade from the Groundsmaster 4000-D model to the Groundsmaster 4010-D**
 Cab is standard with heater and A/C and is a factory installed (non-removable) cab. This also follows
 Toro's 2- Year Warranty.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 16, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Update on Nelson Family Pavillion Fundraising Committee and Plan.

ATTACHMENTS:

- Memo.Nelson Pavilion (DOCX)
- Nelson Pavilion.Fundraising Plan Resolution (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners

From: Marty Kosobucki

Date: December 16, 2021

RE: Update on Nelson Family Pavilion Committee

The fundraising committee for the Nelson Family Pavilion has been meeting to develop guidelines for fundraising. A proposal was sent to the City Council on December 7th. A sample of the authorized fundraising plan has been included in your packet. Currently there is approximately \$770,000 raised so far for the project (\$500K – Nelson Family Trust, \$100K – Cloud Family Foundation, and \$170K – City of De Pere dedicated funds).

RESOLUTION #21-121

APPROVING THE NELSON FAMILY PAVILION FUNDRAISING DONATION
SPONSORSHIP PLAN

WHEREAS, the Common Council approved the creation of an ad hoc fundraising committee for construction of The Nelson Family Pavilion at Voyager Park; and

WHEREAS, The Nelson Family Pavilion Fundraising Committee (“the Fundraising Committee”) has diligently embarked upon fundraising activities and has requested the Council (1) approve its proposed Fundraising Donation Sponsorship Plan and (2) delegate to the Fundraising Committee the authority to formally accept donations on behalf of the City under the Plan; and

WHEREAS, the Common Council supports the efforts of the Fundraising Committee.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the following Donation Sponsorship Plan:

\$500,000	Naming Rights - Donation and naming rights for The Nelson Family Pavilion Approved by Council July 20, 2021
\$100,000	Facility Space Naming Rights - Naming rights opportunities for: * Patio * Interior space of building - a donation proposal from the Cloud Family Foundation for this naming opportunity has been submitted
\$10,000 – \$99,999	Platinum Sponsor - donor name will appear on a Donor Wall/Plaque located at the facility
\$5,000 - \$9,999	Gold Sponsor - donor name will appear on a Donor Wall/Plaque located at the facility
\$1,000 - \$4,999	Silver Sponsor - donor name will appear on a Wall/Plaque located at the facility
\$1 - \$999	Bronze Sponsor – donor name will be recognized on City Website and Social Media

BE IT FURTHER RESOLVED THAT:

Upon receipt of all donations for The Nelson Family Pavilion, the Fundraising Committee is authorized to accept the donation and acknowledge the receipt thereof on behalf of the City of De Pere.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of December, 2021.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____