



Common Council

Regular Meeting

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

Revised Agenda

Tuesday, January 4, 2022

7:30 PM

GoToMeeting

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **January 4, 2022** at **7:30 PM**.

This meeting will be held electronically and the public may attend this meeting electronically or telephonically by accessing either:

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/DePere>

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 WILL NOT BE HELD IN PERSON.*****

This meeting may also be rebroadcast on TV throughout the week and available on demand at <http://deperecitywi.igm2.com/>.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the December 21, 2021 Common Council meeting.
4. Public comment upon matters not on the agenda.
5. Recommendation from the Board of Park Commissioners to Approve Proposal from Reinders for Replacement Lawn Mower as follows:
 - A. Base price of \$103,071.32 less \$4000 trade in, for a net base price of \$99,071.32
 - B. Staff options totaling \$23,428.33, for a total price of \$122,499.65 (\$37,499.65 over budgeted amount)
 - C. Delivery in 2023
6. Recommendation from the Board of Park Commissioners to Request \$23,750 from Unassigned Reserves for VFW Tennis Courts Renovation and Resurfacing and Project Inspection.
 - A. Request for \$21,250 for VFW Tennis Courts Renovation and Resurfacing project
 - B. Request for \$2,500 for consultant to conduct inspection of VFW Tennis Court project
7. Resolution #22-01 Authorizing Agreement for Contractor Services Between the City of De Pere and Pro Track and Tennis, Inc. (Resurfacing and Renovation of VFW Tennis Courts).

8. Resolution #22-02 Authorizing Amendment to Agreement for Consulting Services Between the City of De Pere and Fred Kolkmann Tennis & Sport Surfaces, LLC (Resurfacing and Redesign of VFW Tennis Courts).
9. Voucher approval.
10. Future agenda items.
11. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Dillon Laurent, Pro Track and Tennis



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 4, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the December 21, 2021 Common Council meeting.

ATTACHMENTS:

- 12-21-21 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, December 21, 2021

7:30 PM

Council Chambers and Virtual

1. Call to Order. The meeting was called to order at 7:30 PM by Mayor James Boyd.

Attendee Name	Title	Status	Arrived
Dan Carpenter	Aldersperson	Present	
Mike Eserkaln	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Amy Chandik Kunding	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
John Quigley	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
Kelly Ruh	Aldersperson	Present	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the December 7th, 2021 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Amy Chandik Kunding, Aldersperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

4. Public comment upon matters not on the agenda.

None.

5. Recommendation from the Finance/Personnel Committee to Award Contract 21-23 City Security Cameras to Eland Electric Corporation in the amount of \$61,265.

Aldersperson Hansen asked about staff's recommendation to allocate \$11,265 from Phase 3 funds to fill the gap for this stage of the project. IT Director Steve Massey stated that he does not believe this will cause any delays in Phase 3; he estimates that the cost of the third phase will come in closer to \$40,000.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Aldersperson
SECONDER:	Kelly Ruh, Aldersperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

6. Recommendation from Finance/Personnel Committee to Increase Seasonal/Part-time Wage Schedule.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

7. Recommendation from the Board of Public Works on award of Contract 21-11 American Blvd Utility and Street Extension to Jossart Brothers, Inc. in the amount of \$1,885,359.50.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

8. Recommendation from the Sustainability Commission approving Renewable Energy Work Plan.

Alderperson Raasch expressed concern about the costs associated with this proposal, and the potential that the City could end up standing as an island versus surrounding communities. He stated that he cannot support this type of work plan at this point.

RESULT:	APPROVED [5 TO 3]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Eserkaln, Hansen, Kunding, Defnet Ledvina, Quigley
NAYS:	Carpenter, Raasch, Ruh

9. Recommendation from the Business Improvement District Board to Approve the De Pere Business Improvement District 2022 Operating Plan.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

10. Recommendation from the Board of Park Commissioners to Approve Proposal to Change Non-Resident / Resident Fee for Open Swim Day Pass to a Single Fee.

Alderperson Hansen asked for confirmation that the 2022 daily pass fee will be higher than the current rate. Parks Director Kosobucki explained that the new price will be in between last year's resident and non-resident fees. Alderperson Hansen then asked if the City could see a decline in season pass purchases by non-residents. Marty stated that more residents could end up buying memberships; he is not sure it would have an impact on non-residents.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

11. Appointment of election officials for the 2022-2023 election cycle.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

12. Resolution #21-123 Authorizing Extension of Consulting Services Agreement Between the City of De Pere and Robert E. Lee and Associates, Inc. (2022 Consulting Services).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

13. Resolution #21-124 Approving Facade Improvement Project and Authorizing Disbursement of Grant (107 S Broadway Street; Parcel ED-831)

Alderperson Raasch thanked property owner Andy Krans for his work in transforming another downtown building.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

14. Resolution #21-125 Approving Facade Improvement Project and Authorizing Disbursement of Grant (108 North Michigan Street; Parcel ED-969).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

15. Resolution #21-126 Approving Operation and Maintenance Assistance Agreement with Carrico Aquatic Resources, Inc. (2022 and 2023 Water Management Assistance Program).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

16. Resolution #21-127 Approving Agreement Between the City of De Pere and Urban Evolutions, Inc. for Purchase of Urban Wood(Surplus Logs from City Tree Removal).

Alderperson Hansen asked if these funds will be earmarked for a specific purpose or placed in the general fund. He also suggested designating them for the purchase of new trees. Parks Director Marty Kosobucki said that it would be up to Council to earmark a specific use for the funds; in the meantime they will be placed in the general Forestry account.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

17. Resolution #21-128 Authorizing Issuance of a Promissory Note for Temporary Borrowing of \$350,000 for Public Purposes.

Alderperson Raasch asked how many of these items could have been paid for through the cash flow or budget process. Finance Director-Treasurer Joe Zegers replied that software or office equipment purchases might have qualified. He pointed out that because it is a one year payoff, from Moody's standpoint the temporary borrowing is comparable to using the general fund, and does not have a negative impact. Alderperson Carpenter asked if items #11 and #25 are for the same thing, and why these two line items for safety shields would be priced differently. Public Works director Scott Thoresen explained that one line item is for the Parks Department which has one chipper; the other is for Public Works which has two.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

18. Consideration and Approval of Certain Fees for 2022.

A. Resolution #21-129, Regarding De Pere Health Department Fees 2022.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Quigley, Raasch, Ruh

B. Resolution #21-130, Regarding Certain Fees.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

C. Resolution #21-131, Regarding De Pere Parks, Recreation & Forestry Recreation Programs, Aquatics and Community Center Fees 2022.

Alderperson Hansen asked why there is a Legion-only option and a combo option, but not a VFW-only option for season pool passes. Parks Director Marty Kosobucki explained that this was an internal decision based upon the fact that Legion is a small neighborhood-style pool and VFW is now an aquatic center.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

19. Voucher approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kunding, Ledvina, Quigley, Raasch, Ruh

20. Future agenda items.

Alderperson Hansen asked staff to reach out to Green Bay Metro and ask when they are going to remove the old bus stop signs.

21. Adjournment.

Alderperson Raasch moved, seconded by Alderperson Ledvina to adjourn the meeting at 7:53 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 4, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Public comment upon matters not on the agenda.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 4, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Approve Proposal from Reinders for Replacement Lawn Mower as follows:

The Board of Park Commissioners, at the December 16, 2021 meeting, approved accepting the bid from Reinders, without the climate controlled cab. The motion passed unanimously with a 7-0 vote.

ATTACHMENTS:

- Memo.mower (DOCX)
- 11 Ft Mower Proposal.Specs (PDF)
- Reinders.Mower Proposal (PDF)
- Memo.mower.2021 (DOCX)

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.

Craig Reinders
Signature of Supplier

President
Title

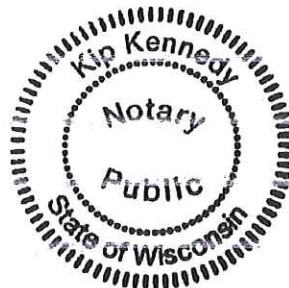
REINDERS INC.
Print or type name of supplier

Subscribed and sworn to before me this

30 day of November, 2021.

Waukesha County, Wisconsin

Kip Kennedy
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

MEMO



To: Common Council
 From: Marty Kosobucki
 Date: January 4, 2021

RE: Recommendation to accept lawn mower bid

The Park Board is recommending the acquisition of a new 11 foot mower with the following conditions;

- Approve base bid, trade, and listed options from Reinder's in the amount of \$101,201.62 (Base bid is \$103,071.32).
 - o Options include;
 - Hard Shell Roof Unit - \$1,483.97
 - Extra Mower Blades - \$326.30
 - Extra Mulcher Blades - \$320.03
- Accept trade in value of Mower #306 in the amount of \$4,000 from Reinder's.
- Delivery of mower shall be in 2023.
- Recommend/Request an additional \$20,201.62 to complete the acquisition.
 - o Our 2022 Budget allocation was \$85,000.

The 11 Foot Mowers are our most versatile and used mowers. They are large enough to mow large open green spaces, yet versatile enough to mow in tight locations. While we would prefer to obtain the replacement mower in 2022, it does not appear to be likely based on inventory issues of large gang mowers. In talking with our Mechanic's division, they believe that #306 could make it through 2022.

Below is a financial breakdown of the mower recommendation.

Recommended Base Bid	\$103,071.32	
Recommended Options		
Hard Shell Roof Unit	\$ 1,483.97	
Extra Mower Blades	\$ 326.30	
Extra Mulcher Blades	<u>\$ 320.03</u>	
Total Base Bid and Options		\$105,201.62
Less Trade In Value		<u>(\$4,000.00)</u>
Total Base Bid and Options/Trade In		\$101,201.62
2022 Budget Allocation		<u>\$ 85,000.00</u>
Recommended Additional Funding		(\$16,201.62)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 4, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: A. Base price of \$103,071.32 less \$4000 trade in, for a net base price of \$99,071.32



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	January 4, 2022
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Marty Kosobucki
SUBJECT:	B. Staff options totaling \$23,428.33, for a total price of \$122,499.65 (\$37,499.65 over budgeted amount)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 4, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: C. Delivery in 2023



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 4, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: **Recommendation from the Board of Park Commissioners to Request \$23,750 from Unassigned Reserves for VFW Tennis Courts Renovation and Resurfacing and Project Inspection.**

The Board of Park Commissioners, at the December 16, 2021 meeting, approved accepting the base bid and alternative bid from Pro Track and Tennis, in the amount of \$81,250. The motion passed unanimously, with a vote of 7-0. The project has \$60,000 allocated to it, and the \$23,750 requested from unassigned reserves would complete the project and cover the base bid and alternative bid of Pro Track and Tennis, as well as provide for consulting fees of \$2,500 to add a project inspection as special service to the Consultant Agreement previously approved with Fred Kolkmann Tennis & Sport Surfaces, LLC.

ATTACHMENTS:

- Memo.Council (PDF)

CITY OF DE PERE MEMO



To: Common Council
 From: Marty Kosobucki
 Date: January 4, 2022
 RE: VFW Tennis Court renovation

After several attempts at bidding, the Park Board is recommending moving forward with Pro Track and Tennis Courts to renovate the courts in 2022. In addition, in order to complete the project the Park Board is requesting an additional \$23,750 to complete the project.

Below is a breakdown on the financing of this project.

2021 Budget Allocation	\$40,000	
2021 Expense	<u>\$ 2,000</u> (Consultant)	
2021 Subtotal		\$38,000
2022 Budget Allocation		<u>\$22,000</u>
Total Budget Allocation		\$60,000
Low Bid and Alternate		\$81,250
Consultant Construction Oversight		\$ 2,500
Grand Total (Deficit)		(\$23,750)

The \$2,500 for consultant fees is with Fred Kolkman. He did the original design and specifications for the tennis court and there are provisions within our current agreement with him to expand the services to construction oversight.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 4, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: A. Request for \$21,250 for VFW Tennis Courts Renovation and Resurfacing project



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	January 4, 2022
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Marty Kosobucki
SUBJECT:	B. Request for \$2,500 for consultant to conduct inspection of VFW Tennis Court project



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 4, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #22-01 Authorizing Agreement for Contractor Services
Between the City of De Pere and Pro Track and Tennis, Inc.
(Resurfacing and Renovation of VFW Tennis Courts).

ATTACHMENTS:

- Reso22-01 (PDF)
- Pro Track and Tennis Inc.(Resurfacing and Renovation of VFW Tennis Courts)12-29-21 (PDF)
- Exhibit A-RFP VFW Tennis Court Final.10-18-21 (PDF)
- Exhibit B-Pro Track and Tennis Proposal (PDF)

RESOLUTION #22-01

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND PRO TRACK AND TENNIS, INC.
(Resurfacing and Renovation of VFW Tennis Courts)

WHEREAS, the City is in need of services for the resurfacing of the tennis courts at VFW Park, including the conversion of one of the tennis courts into two pickle ball; and

WHEREAS, Pro Track and Tennis, Inc. has available and offers to provide personnel and equipment necessary to accomplish said services in the required timeframe.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Contractor Services Between the City of De Pere and Pro Track and Tennis, Inc., as is attached hereto, subject to Contractor's provision of proof of registration with the Wisconsin Department of Financial Institutions.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are further 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 4th day of January, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 12/16/2021

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND PRO TRACK AND TENNIS, INC.
(Resurfacing and Renovation of VFW Tennis Courts)**

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between the City of De Pere, Wisconsin, ("City") and Pro Track and Tennis, Inc., a foreign corporation ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform the resurfacing of the VFW Tennis Courts, along with the conversion of one of the tennis courts into two pickle ball courts at VFW Park, as further described in the City's Request for Proposals attached hereto and incorporated herein as Exhibit A. 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, the schedule for commencing and completing the work and the basis for compensation for such work. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

II. COMPENSATION

Contractor shall be compensated as provided in Contractor's Proposal attached hereto and incorporated herein as Exhibit B, as identified in the Base Bid and Alternate Bid. Compensation shall be paid in a lump sum at the conclusion of the project.

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 which names the City as an additional insured thereunder for purposes of the Contract. A copy of the Additional Insured Endorsement shall also be provided.

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 party 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 all of 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 himself or his 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 the 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 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.

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, or its designee, 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 City.
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 Parks, Recreation and Forestry. 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 Parks, Recreation and Forestry 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: Director of Parks,
Recreation & Forestry
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

Pro Track and Tennis, Inc.
Attention: Dillon Laurent
7409 North 160th Street
Bennington, NE 68007

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

**PRO TRACK AND TENNIS, INC.
COMPANY, INC.**

CITY OF DE PERE

By: _____
Printed Name: _____
Title: _____

By: _____
James G. Boyd, Mayor

By: _____
Printed Name: _____
Title: _____

By: _____
Carey E. Danen, City Clerk

Approved as to Form:

Judith Schmidt-Lehman, City Attorney

J:\Law\Agreements\2021\Contractor\Pro Track and Tennis, Inc. (Resurfacing and Renovation of VFW Tennis Courts)12-29-21

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

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Request for Proposals

Resurfacing and Renovation of VFW Tennis Courts

I. Introduction

A. Project Summary

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

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

B. City Contact Information

Questions related to this RFP should be directed to:

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

C. Directions for Submittal of Proposal

Each proposal shall include the following information:

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

Proposals must be submitted by either paper copy or via email to Marty Kosobucki, Director of Parks, Recreation and Forestry by 3:00 pm, on 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

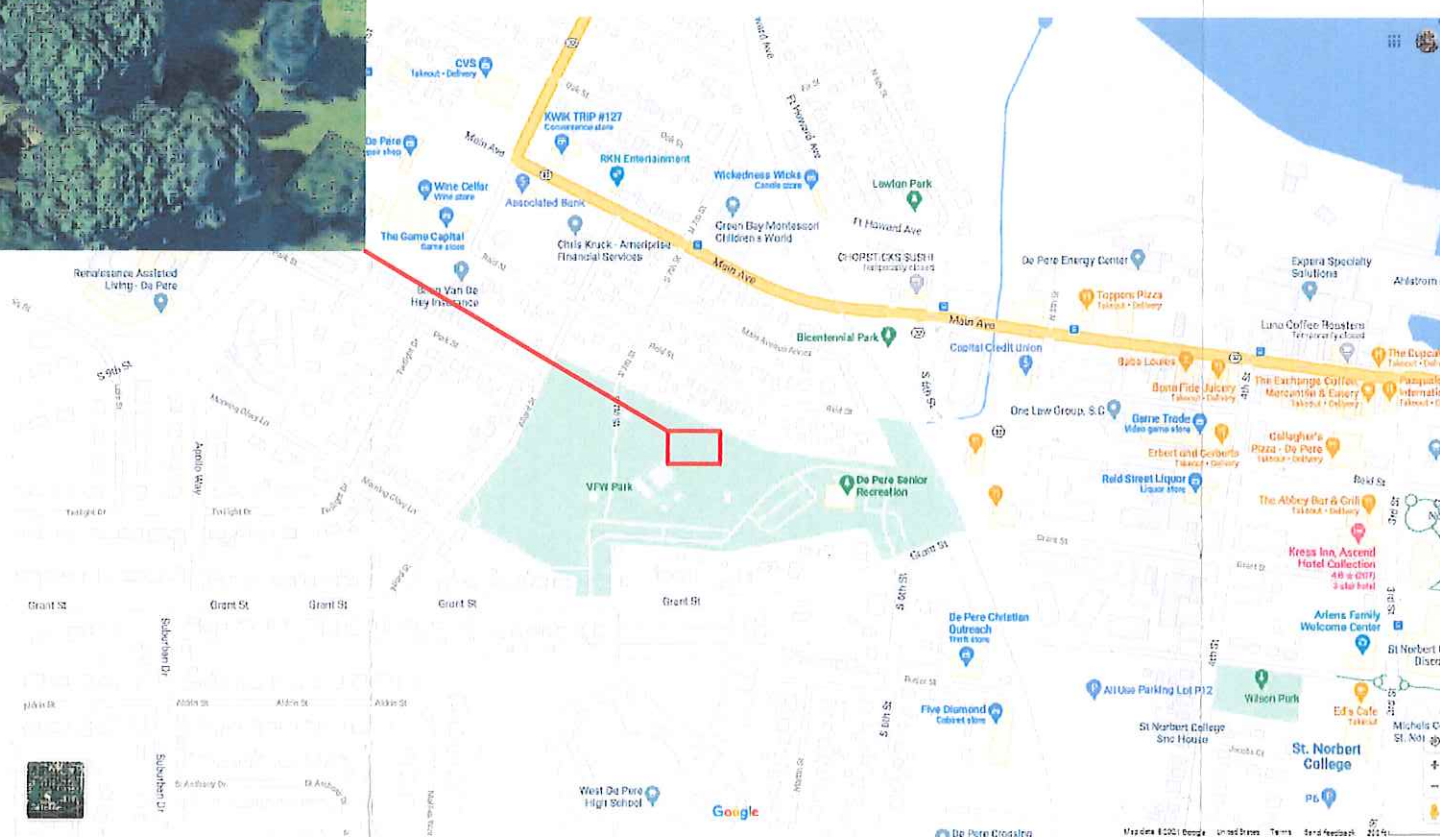


Fred Kolkman Tennis
And Sport Surfaces, LLC
1921 Mayfair Rd. Grafton, WI 53024
www.kolkmancourtbuilder.com
Courtbuilder@ameritech.net
262-685-7507



Tennis Complex

2021 Tennis And Pickleball Court Rehabilitation



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

Title Page

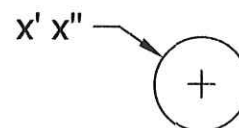
Project #	21-011
Sheet #	1
Date	3-19-2021
CAD By	Peter K.
Scale	NTS



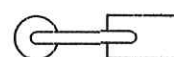
Direction Of North



Trees



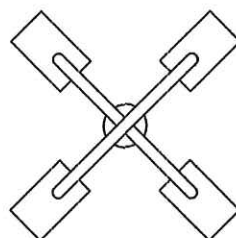
Diameter Of Trees



Single Head Light



Double Head Light



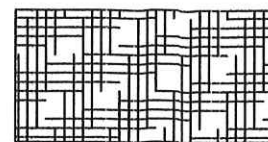
Quad Head Light

Elevations

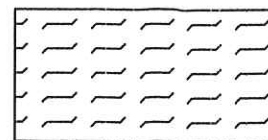
XXX.XX = Existing Elevations

XXX.XX = New Elevations

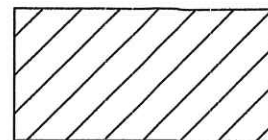
CJ - Control Joint
 CFP - Center Fence Post
 CLF - Center Line Of Fence
 CNP - Center Of Net Post
 COF - Center Of Fence
 CTD - Center Tie Down
 DT - Drain Tile
 EOA - Edge Of Asphalt
 EOB - Edge Of Base
 EOC - Edge Of Concrete
 EOP - Edge Of Post
 FG - Finish Grade
 FH - Fire Hydrant
 IEOP - Inside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



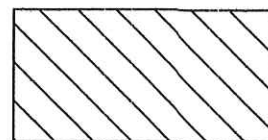
Excavation



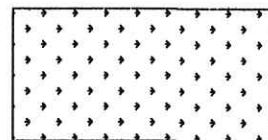
Fiberglass



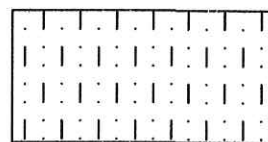
Surface Course



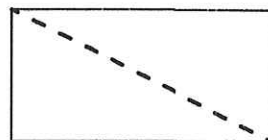
Binder Course



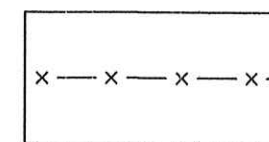
Grass



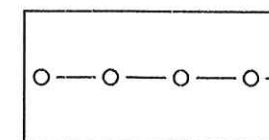
Surface Cracks



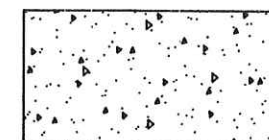
Saw Cuts



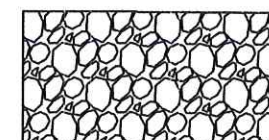
Silt Fence



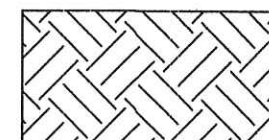
Safety Fence



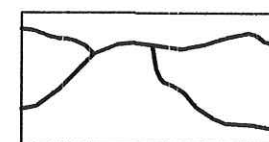
Concrete



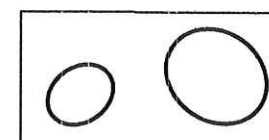
Aggregate Base / Stone



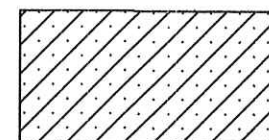
Earth



Structural Cracks



Low Areas



Peeling Paint



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

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

Legends Page

Project # 21-011

Sheet # 2

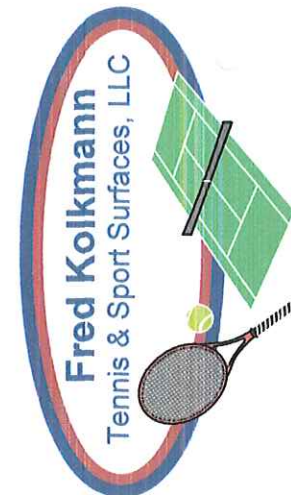
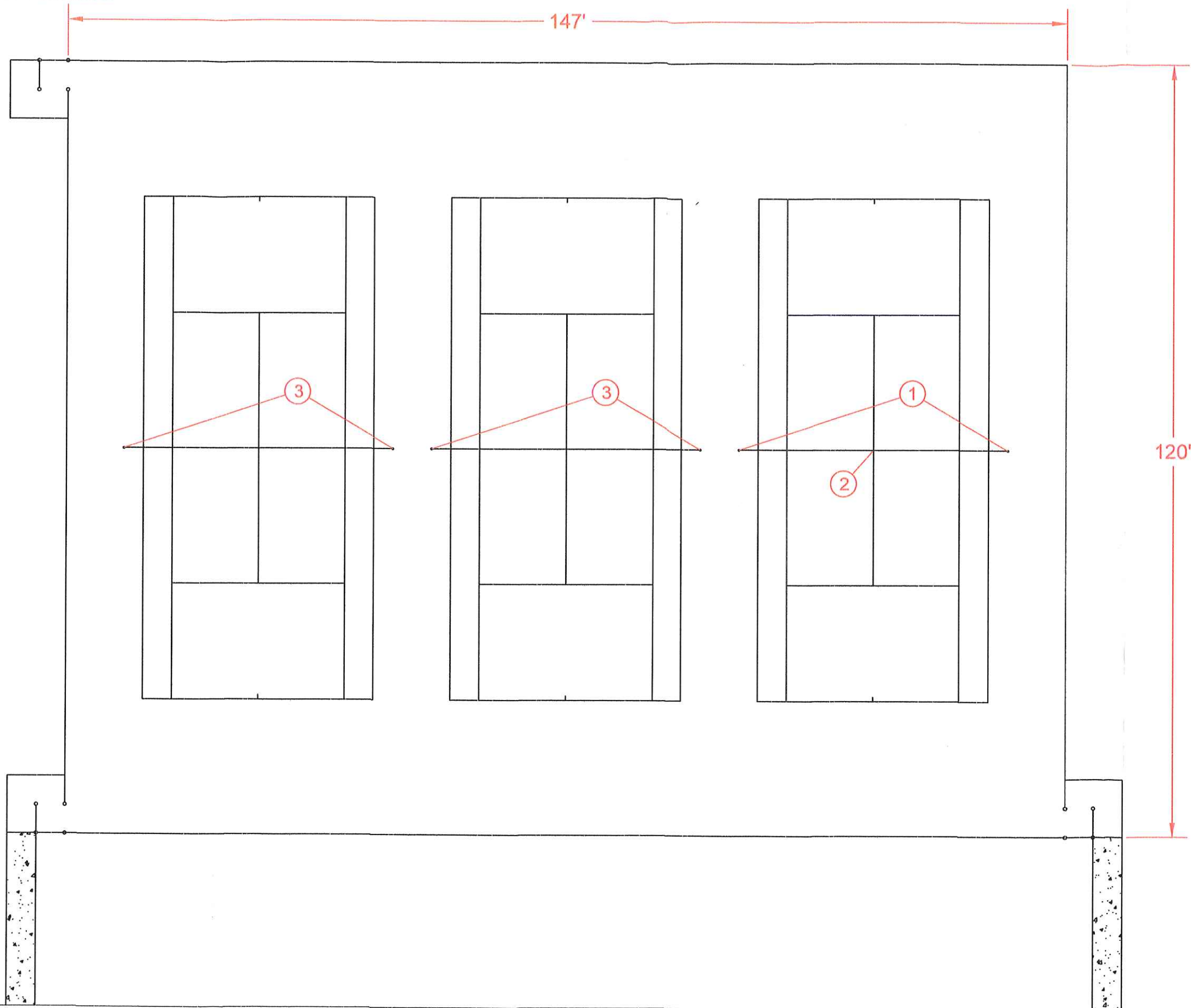
Date 3-19-2021

CAD By Peter K.

Scale

Packet Pg. 67

- 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



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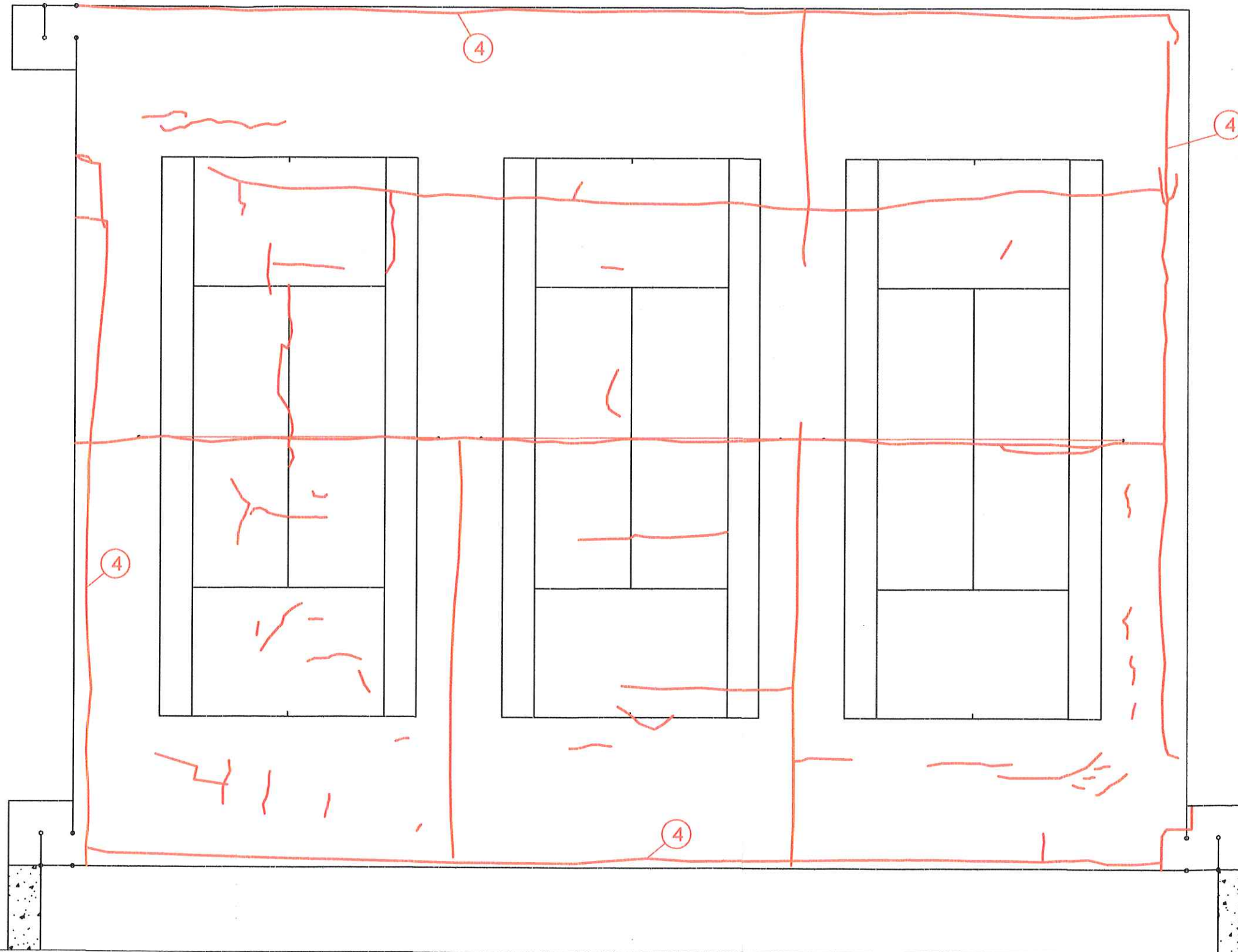
De Pere VFW Park
730 Grant St, De Pere
WI 54115

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



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Courtbuilder@ameritech.net
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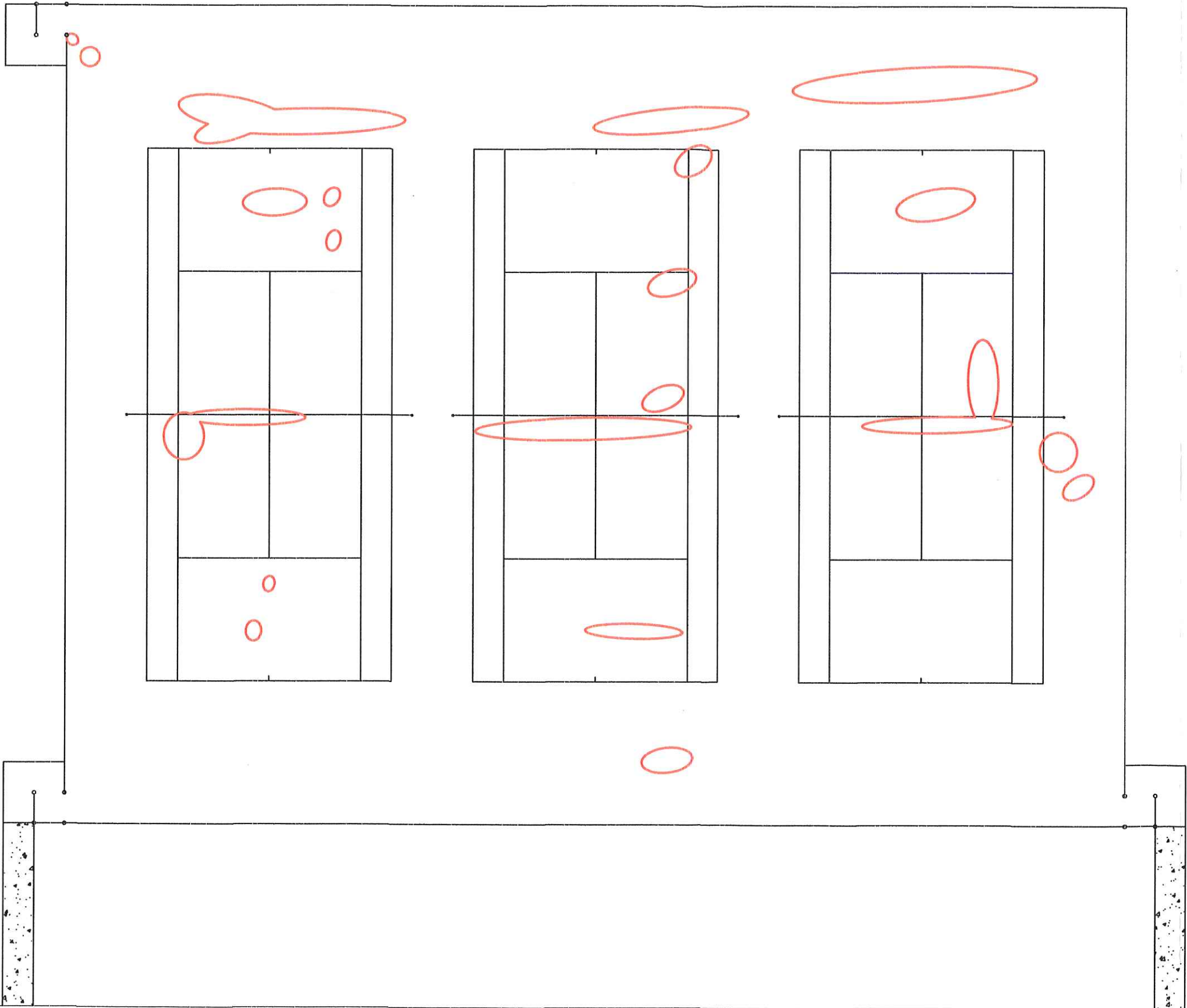
Structural Crack Location

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



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

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



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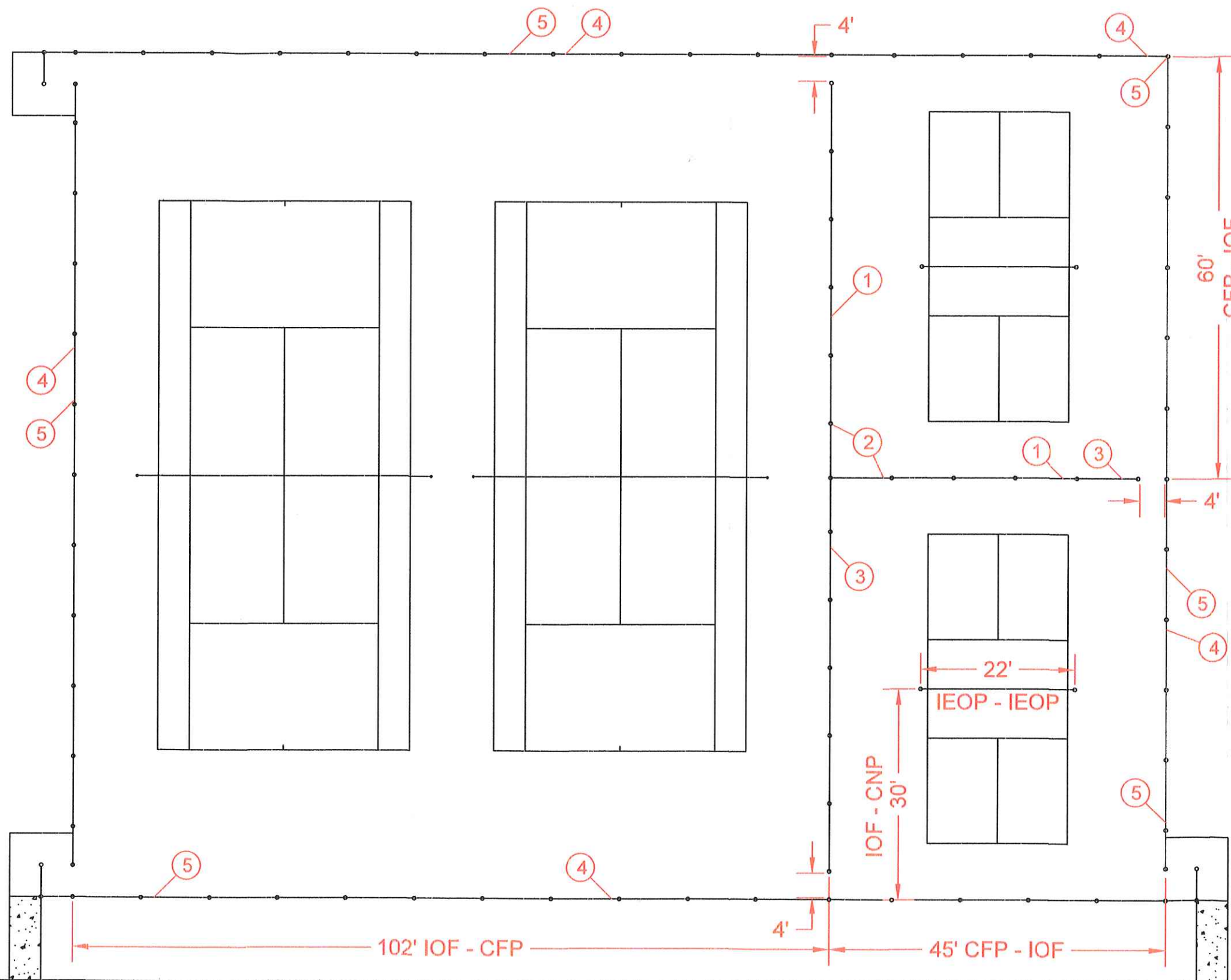
Low Areas &
Peeling Paint

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

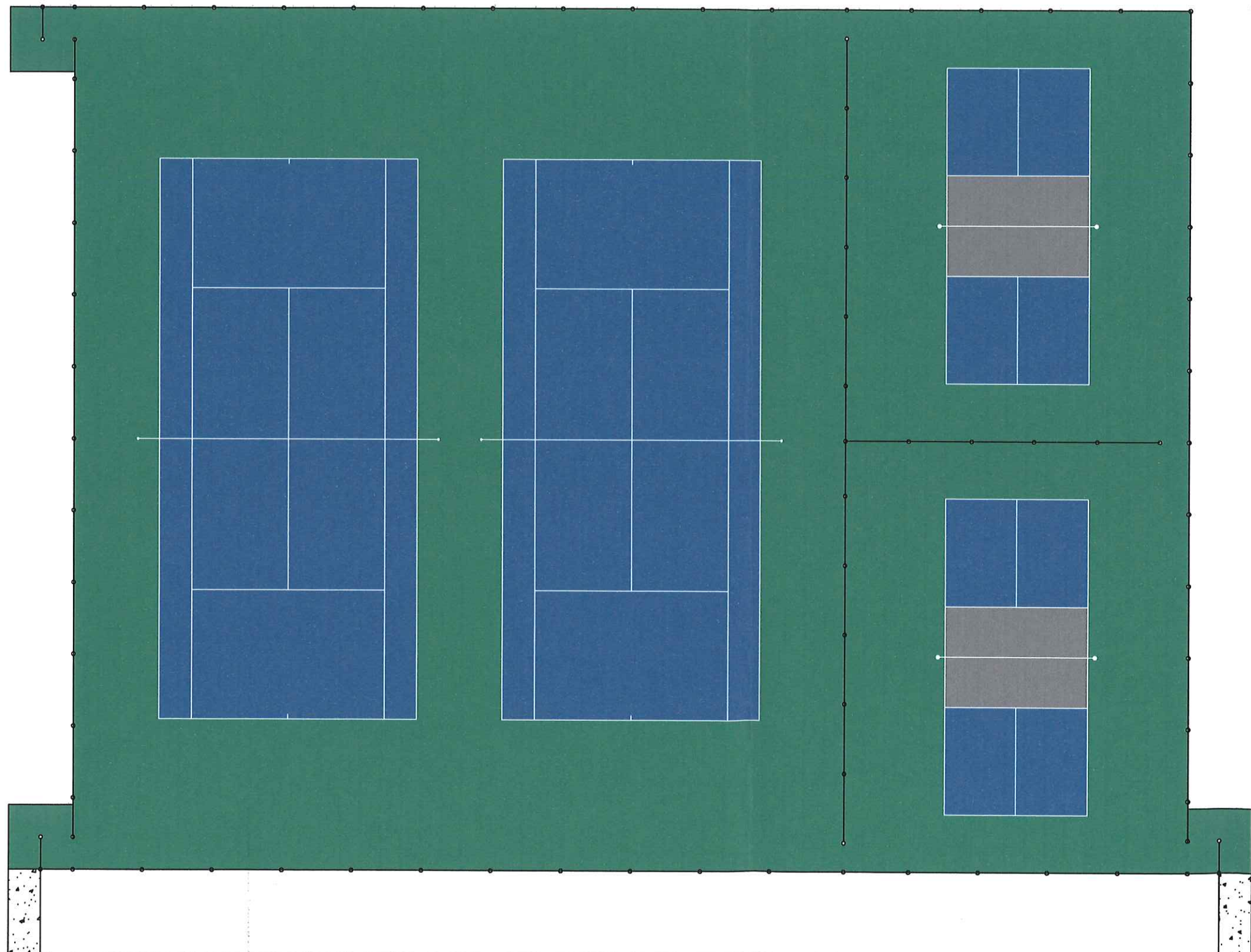
De Pere VFW Park
730 Grant St, De Pere
WI 54115

Scale NTC
 Pocket Pg. 31

- ① Drive 3" SS-40 Posts
- ② Install Bottom Tension Wire And Double Top Rail
- ③ Install 4' High Galvanized Fabric
- ④ Alt Bid #1: Drop Fabric To Pavement. Cut Top Off Post, Re-Install Top Rail.
- ⑤ All Concrete Posts That Are Heaved; Remove Concrete Flush To Surface



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



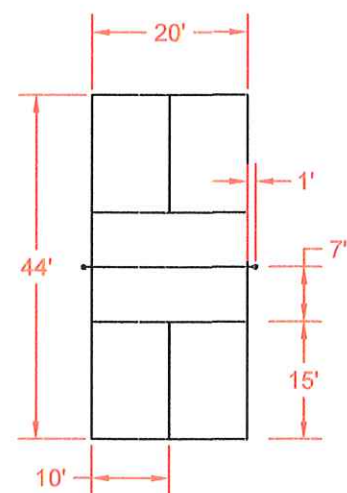
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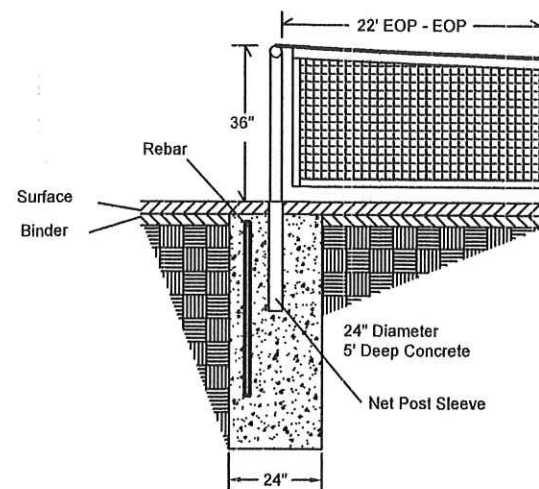
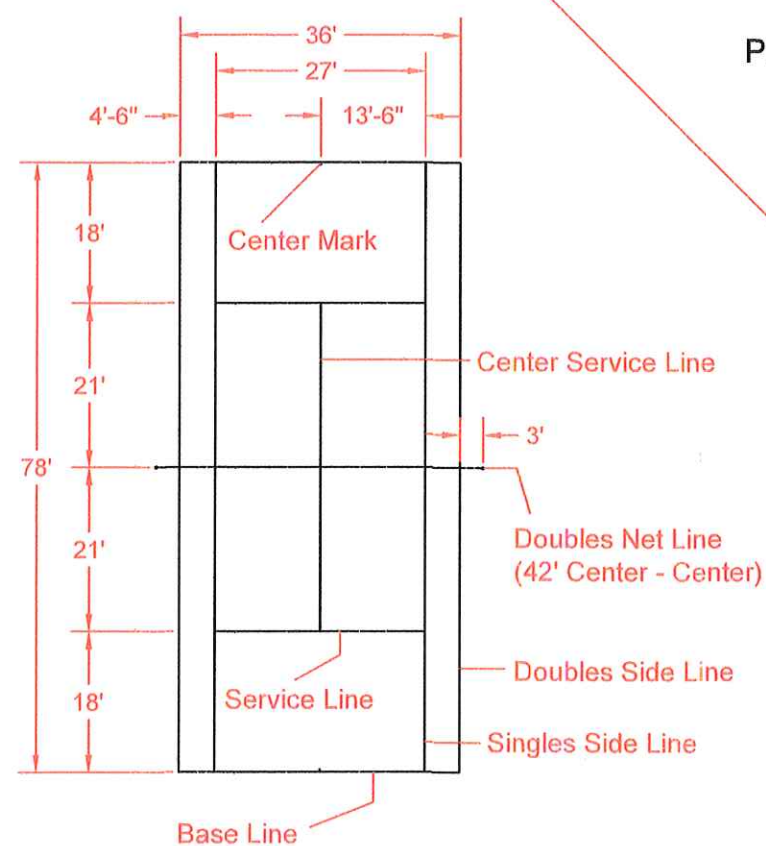
Color And Striping Plan

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

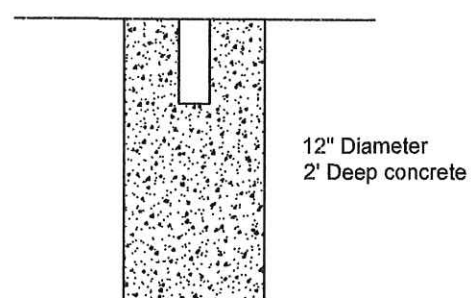




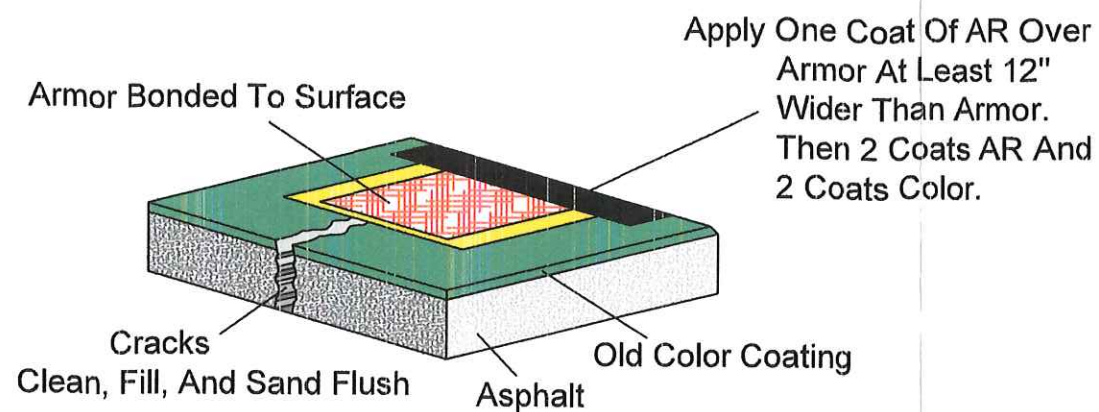
Pickle Ball Detail

Pickleball Net Post Detail
Set At Binder Level

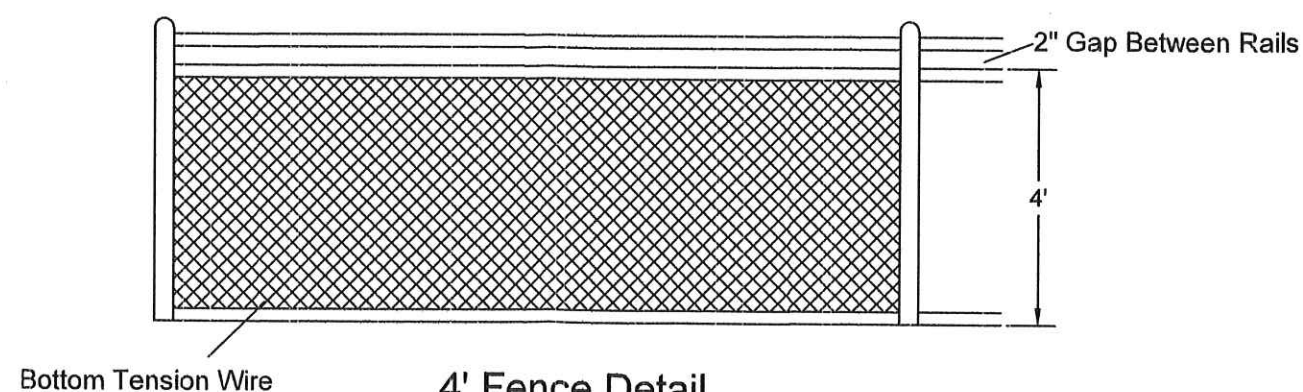
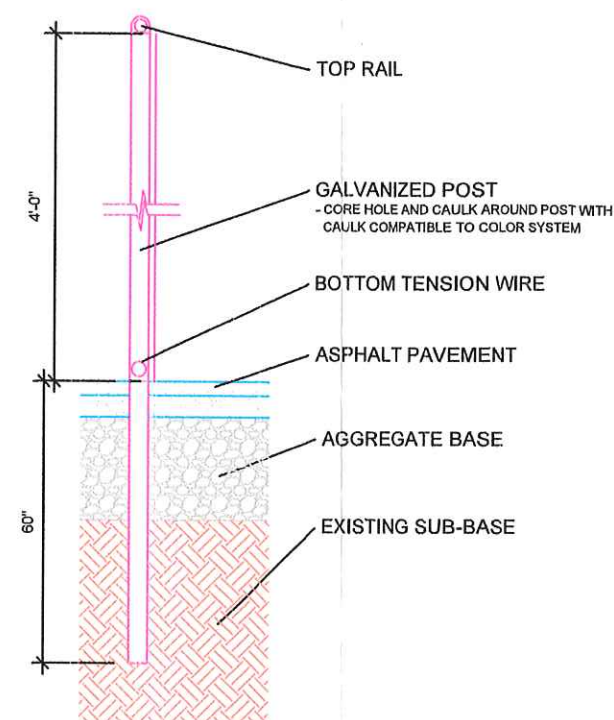
78' Court Detail



Center Tie-Down Detail



Armor Repair



4' Fence Detail



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WI 54115

Details Page 1

Project # 21-011

Sheet # 8

Date 3-19-2021

CAD By Peter K.

Scale Packet Pg. 73



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

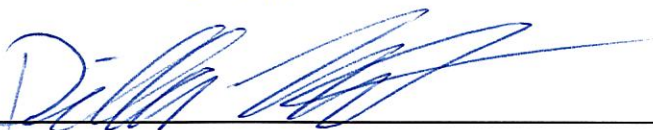
NOTE: Pro Track and Tennis is the largest installer of Armor Crack Repair System in the country and have been certified since 2005. We provide a 5 year warranty with the Armor Crack Repair System and will extend that warranty if you have us color coat at the 5 year mark.

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 Common Council Action

MEETING DATE: January 4, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #22-02 Authorizing Amendment to Agreement for Consulting Services Between the City of De Pere and Fred Kolkmann Tennis & Sport Surfaces, LLC (Resurfacing and Redesign of VFW Tennis Courts).

ATTACHMENTS:

- Reso22-2 (PDF)
- Amendment-Fred Kolkmann Tennis & Sport Surfaces, LLC(VFW Tennis Court Resurfacing and Redesign)12-30-21 (PDF)
- Exhibit 1-Amendment Fred Kolkmann Tennis Sport Surfaces LLC (PDF)

RESOLUTION #22-02

AUTHORIZING AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY
OF DE PERE AND FRED KOLKMANN TENNIS & SPORT SURFACES, LLC
(Resurfacing and Redesign of VFW Tennis Courts)

WHEREAS, the City of De Pere and Fred Kolkmann Tennis & Sport Surfaces, LLC are parties to an Agreement for Consulting Services for the resurfacing and redesign of the tennis courts at VFW Park, dated February 22, 2021; and

WHEREAS, Consultant's Proposal to said Agreement contains an option for Consultant to provide construction management and inspection services during the construction phase of the project; and

WHEREAS, the parties wish to amend the Consultant Agreement to include construction administration and inspection services to be conducted at the conclusion of the construction work, upon the terms and conditions of the attached Amendment to Agreement for Consulting Services; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute such Amendment to Agreement for Consulting Services Between the City of De Pere and Fred Kolkmann Tennis & Sport Surfaces, LLC, as is attached hereto.

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.

Resolution #22-02

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of
January, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 12/16/2021

**AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND FRED KOLKMANN TENNIS & SPORT SURFACES, LLC
(Resurfacing and Redesign of VFW Tennis Courts)**

WHEREAS, the City of De Pere, a municipal corporation ("City"), and Fred Kolkmann Tennis & Sport Surfaces, LLC, a Wisconsin limited liability corporation ("Consultant") are parties to an Agreement for Consulting Services (VFW Tennis Court Facility Resurfacing and Redesign) dated February 22, 2021 ("the Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the parties wish to amend the Agreement to provide for additional work for Consultant to perform, namely construction oversight and inspection services, as outlined in the Proposal attached as Exhibit A to the Agreement.

NOW THEREFORE, upon the promises and obligations provided herein, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. The Scope of Work of Consultant shall be amended to include construction administration and inspection services, as set forth in Exhibit A.
2. The cost for such work shall not exceed \$2,500, and shall be invoiced upon completion.
3. All other terms and conditions of the Agreement shall remain in full force and effect, unless specifically modified by this Amendment.

Dated this _____ day of _____, 2022.

**FRED KOLKMANN TENNIS & SPORT
SERVICES, LLC**

By:

Fred Kolkmann, CTCB
President

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE
AND FRED KOLKMANN TENNIS & SPORT SURFACES, LLC
(VFW Tennis Court Facility Resurfacing and Redesign)**

THIS AGREEMENT made and entered into this 22nd day of February, 2021, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Fred Kolkmann Tennis & Sport Surfaces, LLC, a Wisconsin limited liability company ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a firm to provide plan development and design specification services regarding the resurfacing and redesign of the VFW Tennis Court Facility.

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

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

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described in Exhibit A, in response to the itemization of tasks in City's solicitation for quotes. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with applicable information or items concerning the project as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

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

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION/COMPLIANCE WITH STATE AND FEDERAL LAWS

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

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

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

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

XII. ALLOCATION OF RISKS

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

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Consultant through no fault of Consultant. In the

event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

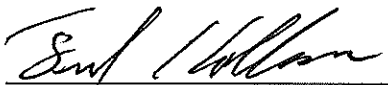
If to Consultant:

Fred Kolkmann Tennis & Sport Surfaces, LLC
Attn: Fred Kolkmann, CTCB
President
1921 Mayfair Road
Grafton, WI 53024

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

FRED KOLKMANN TENNIS &
SPORT SURFACES, LLC

CITY OF DE PERE, WISCONSIN

By: 
Fred Kolkmann, CTCB
President

By: 
James G. Boyd, Mayor

By: _____
Name: _____

By: 
Carey E. Dahlen, City Clerk

J:\Law\Agreements\2021\Consultant Agreement-Fred Kolkmann Tennis & Sport Surfaces, LLC (VFW Tennis Court Resurfacing and Redesign)1-27-21.docx



FRED KOLKMANN TENNIS & SPORT SURFACES, LLC

1921 MAYFAIR RD
GRAFTON, WI 53024
262 - 685 - 7507

Email: courtbuilder@ameritech.net
www.kolkmanncourtbuilder.com



January 12, 2021

Mr. Marty J. Kosobucki
Director of Parks, Recreation and Forestry
City of De Pere
925 S. Sixth Street
De Pere, WI. 54115

Dear Marty,

Re: Plans and Specifications Proposal – VFW Park Tennis Courts

I am pleased to submit the following proposal to create plans, specifications, and provide inspection services for the recoating of the tennis courts at VFW Park, located in the City of De Pere, WI.

PROJECT DESCRIPTION

The work is to include:

- 1) Powerwash courts
- 2) Level Low areas
- 3) Fill structural cracks and control joints
- 4) Apply a 2 coat flexible Acrylic coating
- 5) Apply a 2 coat flexible color system (ITF Rating 3)
- 7) Stripe courts with new layout of 2 tennis courts and 2 Pickleball courts.

Alternate for installation of a crack membrane over the cracks.

SCOPE OF WORK

PHASE I - DESIGN SERVICES

- We will re-evaluate the site as necessary for reconstruction.
- Develop construction plans and technical specifications for the tennis courts project for contractor bidding. Construction plans will include details showing how the various components of the project are to be constructed and the types of materials to be used.
- Technical specifications will be provided to assure quality control and to aid the contractor in materials and product selection and use. Specifications will be developed along with your assistance concerning insurance, performance bonds, construction schedule, wage rates and other items relevant to the project.
- Prior to construction bidding, we will contact several contractors that typically perform this type of work to inform them of the project and to solicit bids. We will also make additional plan sets available for other interested bidders.
- Conduct a Pre-Bid Meeting on-site with Owner and Contractors to review the scope of work, view the work site and to answer any questions about the project prior to the bid date.

FRED KOLKMANN TENNIS & SPORT SURFACES, LLC
 1921 MAYFAIR RD
 GRAFTON, WI 53024
 262 - 685 - 7507
 Email: courtbuilder@ameritech.net
www.kolkmanncourtbuilder.com

- Provide a bid tabulation form for the bid opening and assist with the analysis of the bid results to determine the low bidder.

PHASE II – CONSTRUCTION ADMINISTRATION AND INSPECTION

When construction of the project is authorized by the Owner, we will conduct and document the pre-construction conference, review submittals, verify payment requests, prepare a construction photo log, and provide intermittent inspection as needed. We will also conduct the pre-final and final inspections, and obtain a signed and dated guarantee. At completion, the project progress book, which includes both the construction documents and construction administration records, will be presented to the Owner for future reference.

EXEMPTIONS

Our work will not include any design for ADA access or storm water management plans since this is deemed a maintenance project.

SCHEDULE

Schedule of work to be determined.

INSURANCE

We will maintain insurance for Workers Comp, \$1M General Liability, and a \$1M Professional Liability policy.

FEES

For the plans and specifications, we propose to perform the work described herein for a fee of two thousand dollars and no cents (\$2,000.00), in accordance with our Standard Terms and Conditions. This would be invoiced after the bid opening.

For the Inspection services we propose to perform the work described herein for a fee of two thousand five hundred dollars and no cents (\$2,500.00), in accordance with our Standard Terms and Conditions. Any change orders agreed to by both parties will be subject to a 10% fee. The inspection services would be invoiced after completion.

If the services covered by this agreement have not been completed within 12 months of the date of beginning work through no fault of ours, the amounts of compensation, rates and multiples set herein shall be adjusted.

Our terms and conditions apply to this contract and are attached. This proposal is good for 90 days.

This contract shall be governed by the laws of the State of Wisconsin.

Sincerely,

Fred Kolkmann Tennis & Sport Surfaces, LLC.

Fred Kolkmann

Fred Kolkmann, CTCB
 President



FRED KOLKMANN TENNIS & SPORT SURFACES, LLC
1921 MAYFAIR RD
GRAFTON, WI 53024
262 - 685 - 7507
Email: courtbuilder@ameritech.net
www.kolkmanncourtbuilder.com

FRED KOLKMANN TENNIS & SPORT SURFACES, LLC.

Terms and Conditions

1. **Invoicing and payments:** Invoices shall be rendered as indicated. Payment is due within 30 days of invoice unless other terms are specified in the body of the contract. If payments are not received in a timely manner per the payment schedule, Fred Kolkman Tennis & Sport Surfaces, LLC, reserves the right to file a Mechanics' Lien against the property. Any invoice unpaid after 60 days from the invoice date, may cause Fred Kolkman Tennis & Sport Surfaces, LLC to withdraw permanently from any and all future activity on the project, and all other projects.
2. **Interest and Unpaid Balance Due:** If any amount is not paid by Client when due, the unpaid balance shall accrue interest at annual effective rate of 18%.
3. **Document Ownership:** All original calculations, sketches and construction document drawings shall remain the property of Fred Kolkman Tennis & Sport Surfaces, LLC.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 4, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 12-21-2021 VOUCHERS (PDF)

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VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP ASSOCIATED

PAGE: 1

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0007	AMBROSIUS SALES & SERVICE							
	I-42348	AMBROSIUS SALES & SERVICE	R	12/21/2021		89.95CR	097426	89.95
7873	AMERICAN CONSERVATION & BILLING SOLUTIONS							
	I-13424	AMERICAN CONSERVATION & BILLIN	R	12/21/2021		1,042.00CR	097427	1,042.00
0009	AMERICAN OVERHEAD DOOR							
	I-256890	AMERICAN OVERHEAD DOOR	R	12/21/2021		170.00CR	097428	170.00
8517	ARBSESSION							
	I-111082	ARBSESSION	R	12/21/2021		63.94CR	097429	63.94
8362	AURORA HEALTH CARE							
	I-1125677	AURORA HEALTH CARE	R	12/21/2021		75.00CR	097430	75.00
0442	BADGER LABORATORIES INC							
	I-21-51035451	BADGER LABORATORIES INC	R	12/21/2021		500.00CR	097431	500.00
0020	BADGERLAND PRINTING INC							
	I-37501	BADGERLAND PRINTING INC	R	12/21/2021		36.00CR	097432	36.00
8442	BAKER TILLY US LLP							
	I-BT1949278	BAKER TILLY US LLP	R	12/21/2021		11,450.00CR	097433	11,450.00
6404	BAY AREA TESTING & CONSULTING LLC							
	I-5305	BAY AREA TESTING & CONSULTING	R	12/21/2021		173.60CR	097434	
	I-5306	BAY AREA TESTING & CONSULTING	R	12/21/2021		694.80CR	097434	
	I-5307	BAY AREA TESTING & CONSULTING	R	12/21/2021		1,589.40CR	097434	2,457.80
0027	BAY TOWEL INC							
	I-4256386	BAY TOWEL INC	R	12/21/2021		167.26CR	097435	
	I-4263333	BAY TOWEL INC	R	12/21/2021		167.26CR	097435	
	I-4263334	BAY TOWEL INC	R	12/21/2021		103.58CR	097435	
	I-4270393	BAY TOWEL INC	R	12/21/2021		103.58CR	097435	541.68
0028	BAY VERTE MACHINERY INC							
	I-446179-00	BAY VERTE MACHINERY INC	R	12/21/2021		299.99CR	097436	299.99
2831	BODART ELECTRIC SERVICE INC							
	I-10237	BODART ELECTRIC SERVICE INC	R	12/21/2021		2,550.00CR	097437	2,550.00
2944	BROWN COUNTY JAIL							
	I-202112152343	BROWN COUNTY JAIL	R	12/21/2021		640.00CR	097438	640.00

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2984	BROWN COUNTY TREASURER							
	I-2021-00000001B	BROWN COUNTY TREASURER	R	12/21/2021		809.49CR	097439	
	I-2021-00000008	BROWN COUNTY TREASURER	R	12/21/2021		30.00CR	097439	839.49
8518	CARIBBEAN CRUISER LLC							
	I-202112152344	CARIBBEAN CRUISER LLC	R	12/21/2021		100.00CR	097440	100.00
0536	CDW GOVERNMENT INC							
	I-M476082	CDW GOVERNMENT INC	R	12/21/2021		131.88CR	097441	
	I-N090398	CDW GOVERNMENT INC	R	12/21/2021		282.82CR	097441	
	I-N804863	CDW GOVERNMENT INC	R	12/21/2021		112.26CR	097441	526.96
6575	CEDAR CORP							
	I-109446	CEDAR CORP	R	12/21/2021		1,000.00CR	097442	1,000.00
2708	CLEANING SOLUTION SERVICES INC							
	I-21907	CLEANING SOLUTION SERVICES INC	R	12/21/2021		146.87CR	097443	
	I-21917	CLEANING SOLUTION SERVICES INC	R	12/21/2021		1,436.94CR	097443	
	I-21923	CLEANING SOLUTION SERVICES INC	R	12/21/2021		2,218.50CR	097443	
	I-21954	CLEANING SOLUTION SERVICES INC	R	12/21/2021		276.10CR	097443	4,078.41
7512	COMMERCIAL RECREATION SPECIALISTS							
	I-18422	COMMERCIAL RECREATION SPECIALI	R	12/21/2021		844.00CR	097444	844.00
7997	COMPLETE OFFICE							
	I-AR36233	COMPLETE OFFICE	R	12/21/2021		83.41CR	097445	
	I-AR36234	COMPLETE OFFICE	R	12/21/2021		71.52CR	097445	
	I-AR36235	COMPLETE OFFICE	R	12/21/2021		48.96CR	097445	
	I-AR36236	COMPLETE OFFICE	R	12/21/2021		27.94CR	097445	231.83
8290	CONNECTWISE LLC							
	I-INV00433754	CONNECTWISE LLC	R	12/21/2021		902.50CR	097446	902.50
7639	CORE & MAIN LP							
	I-P956614	CORE & MAIN LP	R	12/21/2021		469.35CR	097447	
	I-P967440	CORE & MAIN LP	R	12/21/2021		1,413.13CR	097447	1,882.48
0217	COUNTRY VISIONS COOPERATIVE							
	I-6850	COUNTRY VISIONS COOPERATIVE	R	12/21/2021		6.23CR	097448	
	I-8186	COUNTRY VISIONS COOPERATIVE	R	12/21/2021		20.98CR	097448	27.21
6526	DE PERE BASEBALL							
	I-202112152345	DE PERE BASEBALL	R	12/21/2021		200.00CR	097449	200.00

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7769	DE PERE FIRE DEPT I-202112152346	DE PERE FIRE DEPT	R	12/21/2021		1,233.18CR	097450	1,233.18
8519	DE PERE SELECT SOCCER I-202112152347	DE PERE SELECT SOCCER	R	12/21/2021		25.00CR	097451	25.00
0917	RICK W DE WEERT I-202112152348	RICK W DE WEERT	R	12/21/2021		76.89CR	097452	76.89
0075	DIGGERS HOTLINE INC I-211 1 36401	DIGGERS HOTLINE INC	R	12/21/2021		493.74CR	097453	493.74
7933	ELEVATE97 I-109928 I-109932	ELEVATE97 ELEVATE97	R R	12/21/2021 12/21/2021		1,595.00CR 275.00CR	097454 097454	 1,870.00
0085	EMERGENCY MEDICAL PRODUCTS INC I-2297461	EMERGENCY MEDICAL PRODUCTS INC	R	12/21/2021		672.06CR	097455	672.06
0086	ERC INC I-ERC-1221-1048	ERC INC	R	12/21/2021		504.68CR	097456	504.68
7422	EXCEL UNDERGROUND LLC I-9452	EXCEL UNDERGROUND LLC	R	12/21/2021		5,063.61CR	097457	5,063.61
0835	FOSTER COACH SALES INC I-22996 I-23057	FOSTER COACH SALES INC FOSTER COACH SALES INC	R R	12/21/2021 12/21/2021		114.77CR 27.10CR	097458 097458	 141.87
0105	FOX SPECIALITY COMPANY I-47816 I-478161	FOX SPECIALITY COMPANY FOX SPECIALITY COMPANY	R R	12/21/2021 12/21/2021		116.69CR 63.72CR	097459 097459	 180.41
0562	GALLS LLC I-19830649 I-19843291 I-19849429	GALLS LLC GALLS LLC	R R R	12/21/2021 12/21/2021 12/21/2021		40.70CR 147.44CR 56.52CR	097460 097460 097460	 244.66
5349	RYAN GLIME I-202112152349	RYAN GLIME	R	12/21/2021		52.91CR	097461	52.91
6923	GORDON FLESCH COMPANY INC. I-IN13528382	GORDON FLESCH COMPANY INC.	R	12/21/2021		191.00CR	097462	191.00

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8011	GOVERNMENTJOBS.COM INC							
	I-INV-22568	GOVERNMENTJOBS.COM INC	R	12/21/2021		353.10CR	097463	
	I-INV23012	GOVERNMENTJOBS.COM INC	R	12/21/2021		6,410.81CR	097463	6,763.91
2947	MATTHEW GUTH							
	I-202112152350	MATTHEW GUTH	R	12/21/2021		166.95CR	097464	166.95
3294	DAN HERMANS							
	I-202112152351	DAN HERMANS	R	12/21/2021		224.61CR	097465	224.61
6209	RUSS HOLCOMB							
	I-202112152352	RUSS HOLCOMB	R	12/21/2021		31.64CR	097466	31.64
5535	HOLUBAR CONST CO INC							
	I-4698	HOLUBAR CONST CO INC	R	12/21/2021		6,500.00CR	097467	
	I-4699	HOLUBAR CONST CO INC	R	12/21/2021		12,850.00CR	097467	19,350.00
1252	HURCKMAN MECHANICAL INDUSTRIES INC							
	I-W36812	HURCKMAN MECHANICAL INDUSTRIES	R	12/21/2021		204.38CR	097468	
	I-W36842	HURCKMAN MECHANICAL INDUSTRIES	R	12/21/2021		20.80CR	097468	225.18
5484	HYDROCORP INC							
	I-64599-IN	HYDROCORP INC	R	12/21/2021		2,787.00CR	097469	2,787.00
6342	IDEA DINER							
	I-50012421	IDEA DINER	R	12/21/2021		181.85CR	097470	
	I-70012721	IDEA DINER	R	12/21/2021		363.80CR	097470	
	I-80013221	IDEA DINER	R	12/21/2021		345.00CR	097470	890.65
8520	INDEED INC							
	I-53529405	INDEED INC	R	12/21/2021		434.00CR	097471	434.00
1399	INDOFF INC							
	I-3516958	INDOFF INC	R	12/21/2021		95.64CR	097472	
	I-3518877	INDOFF INC	R	12/21/2021		207.03CR	097472	
	I-3523194	INDOFF INC	R	12/21/2021		137.79CR	097472	
	I-3524015	INDOFF INC	R	12/21/2021		235.35CR	097472	
	I-3525105	INDOFF INC	R	12/21/2021		197.17CR	097472	
	I-3525505	INDOFF INC	R	12/21/2021		506.16CR	097472	
	I-6526569	INDOFF INC	R	12/21/2021		14.12CR	097472	1,393.26
1206	J F AHERN CO							
	I-474832	J F AHERN CO	R	12/21/2021		2,118.00CR	097473	2,118.00

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3201	JOSEPH JOHNSON							
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2602	JOSSART BROTHERS INC							
	I-20-01B (7) FINAL	JOSSART BROTHERS INC	R	12/21/2021		73,334.49CR	097475	
	I-21-02 (4)	JOSSART BROTHERS INC	R	12/21/2021		363,385.52CR	097475	
	I-2483	JOSSART BROTHERS INC	R	12/21/2021		1,814.90CR	097475	438,534.91
0153	LAFORCE INC							
	I-1178832	LAFORCE INC	R	12/21/2021		251.37CR	097476	
	I-1953290SO	LAFORCE INC	R	12/21/2021		110.12CR	097476	361.49
5635	MATTHEW T MAGNO							
	I-202112152354	MATTHEW T MAGNO	R	12/21/2021		37.70CR	097477	37.70
8521	MAIN STREET DESIGNS INC							
	I-32409	MAIN STREET DESIGNS INC	R	12/21/2021		712.00CR	097478	712.00
1443	MARTIN SYSTEMS INC							
	I-225099	MARTIN SYSTEMS INC	R	12/21/2021		335.40CR	097479	
	I-225100	MARTIN SYSTEMS INC	R	12/21/2021		335.40CR	097479	670.80
0173	MENARDS INC							
	I-91117	MENARDS INC	R	12/21/2021		40.63CR	097480	
	I-91279	MENARDS INC	R	12/21/2021		12.13CR	097480	
	I-91370	MENARDS INC	R	12/21/2021		105.85CR	097480	
	I-91562	MENARDS INC	R	12/21/2021		266.45CR	097480	
	I-91596	MENARDS INC	R	12/21/2021		349.98CR	097480	
	I-91702	MENARDS INC	R	12/21/2021		20.48CR	097480	
	I-91731	MENARDS INC	R	12/21/2021		92.46CR	097480	
	I-91778	MENARDS INC	R	12/21/2021		13.99CR	097480	
	I-91935	MENARDS INC	R	12/21/2021		82.80CR	097480	
	I-91958	MENARDS INC	R	12/21/2021		20.45CR	097480	
	I-91963	MENARDS INC	R	12/21/2021		496.20CR	097480	
	I-91965	MENARDS INC	R	12/21/2021		81.74CR	097480	
	I-91977	MENARDS INC	R	12/21/2021		5.20CR	097480	
	I-92028	MENARDS INC	R	12/21/2021		299.78CR	097480	
	I-92037	MENARDS INC	R	12/21/2021		346.38CR	097480	
	I-92073	MENARDS INC	R	12/21/2021		665.55CR	097480	2,900.07
VOID	VOID CHECK		V	12/21/2021			097481	**VOID**

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8431	MULTI MEDIA CHANNELS LLC							
	I-34444	MULTI MEDIA CHANNELS LLC	R	12/21/2021		221.41CR	097482	
	I-IN45535	MULTI MEDIA CHANNELS LLC	R	12/21/2021		47.56CR	097482	
	I-IN46767	MULTI MEDIA CHANNELS LLC	R	12/21/2021		59.69CR	097482	
	I-IN47959	MULTI MEDIA CHANNELS LLC	R	12/21/2021		47.15CR	097482	375.81
3191	NCI							
	I-AR23992	NCI	R	12/21/2021		49.90CR	097483	49.90
0531	NORTHEAST AUTO PARTS INC							
	I-361466	NORTHEAST AUTO PARTS INC	R	12/21/2021		192.23CR	097484	192.23
0966	OLD DOMINION BRUSH							
	I-7820269	OLD DOMINION BRUSH	R	12/21/2021		707.58CR	097485	707.58
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-185984	OSHKOSH FIRE & POLICE EQUIPMEN	R	12/21/2021		868.00CR	097486	868.00
5222	P J KORTENS & CO INC							
	I-10023335	P J KORTENS & CO INC	R	12/21/2021		318.88CR	097487	318.88
0499	PACK AND SHIP LLC							
	I-202112152355	PACK AND SHIP LLC	R	12/21/2021		30.87CR	097488	30.87
0197	PACKER CITY INTL TRUCKS INC							
	I-X101151207:01	PACKER CITY INTL TRUCKS INC	R	12/21/2021		153.90CR	097489	
	I-X101151383:01	PACKER CITY INTL TRUCKS INC	R	12/21/2021		149.54CR	097489	303.44
1331	PACKER FASTENER & SUPPLY INC							
	I-651583	PACKER FASTENER & SUPPLY INC	R	12/21/2021		82.70CR	097490	82.70
1246	PREVEA HEALTH							
	I-135400	PREVEA HEALTH	R	12/21/2021		79.70CR	097491	79.70
7923	QUEST DIAGNOSTICS							
	I-T1415518	QUEST DIAGNOSTICS	R	12/21/2021		54.81CR	097492	54.81
6996	QUICK SIGNS							
	I-102716	QUICK SIGNS	R	12/21/2021		196.95CR	097493	196.95
1434	PAULA RAHN							
	I-202112152356	PAULA RAHN	R	12/21/2021		294.35CR	097494	294.35

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0501	SAINT MARY'S HOSPITAL I-1037	SAINT MARY'S HOSPITAL	R	12/21/2021		6.40CR	097495	6.40
0235	SAINT VINCENT HOSPITAL I-1119	SAINT VINCENT HOSPITAL	R	12/21/2021		75.05CR	097496	75.05
7221	SCENICVIEW LANDSCAPE I-1364	SCENICVIEW LANDSCAPE	R	12/21/2021		200.00CR	097497	200.00
7951	SECURITY-LUEBKE ROOFING INC I-2102482 I-2962	SECURITY-LUEBKE ROOFING INC SECURITY-LUEBKE ROOFING INC	R R	12/21/2021 12/21/2021		18,815.00CR 10,560.00CR	097498 097498	29,375.00
7482	SHERWIN WILLIAMS CO I-5383-5	SHERWIN WILLIAMS CO	R	12/21/2021		85.17CR	097499	85.17
2791	SIRCHIE FINGER PRINT LABS LLC I-522128-IN	SIRCHIE FINGER PRINT LABS LLC	R	12/21/2021		176.78CR	097500	176.78
7762	SMITHGROUP INC I-158480	SMITHGROUP INC	R	12/21/2021		18,150.00CR	097501	18,150.00
8022	SOLARWINDS I-IN543871	SOLARWINDS	R	12/21/2021		1,080.00CR	097502	1,080.00
6328	LEE TOWNSEND I-202112152357	LEE TOWNSEND	R	12/21/2021		424.39CR	097503	424.39
0272	UNIFORM SHOPPE INC I-315628 I-316159 I-316271 I-316352 I-316526 I-316684	UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC	R R R R R R	12/21/2021 12/21/2021 12/21/2021 12/21/2021 12/21/2021 12/21/2021		85.95CR 11.00CR 192.85CR 47.95CR 444.85CR 297.80CR	097504 097504 097504 097504 097504 097504	1,080.40
7320	MIKE VANDENHEUVEL I-700-30	MIKE VANDENHEUVEL	R	12/21/2021		200.00CR	097505	200.00
3707	VIKING ELECTRIC SUPPLY I-S005329295.001 I-S005347773.001 I-S005347847.001	VIKING ELECTRIC SUPPLY VIKING ELECTRIC SUPPLY VIKING ELECTRIC SUPPLY	R R R	12/21/2021 12/21/2021 12/21/2021		262.20CR 64.50CR 157.51CR	097506 097506 097506	484.21

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7861	KRISTEN VINCENT							
	I-202112152358	KRISTEN VINCENT	R	12/21/2021		7.56CR	097507	7.56
4619	WATER TOWER CLEAN & COAT INC							
	I-WT78639	WATER TOWER CLEAN & COAT INC	R	12/21/2021		500.00CR	097508	500.00
8523	WEST DE PERE YOUTH ORGANIZATION							
	I-202112152359	WEST DE PERE YOUTH ORGANIZATIO	R	12/21/2021		100.00CR	097509	100.00
2645	WI DEPT OF JUSTICE							
	I-202112152360	WI DEPT OF JUSTICE	R	12/21/2021		14.00CR	097510	14.00
7710	WI HUMANE SOCIETY							
	I-2157	WI HUMANE SOCIETY	R	12/21/2021		885.00CR	097511	885.00
1181	WI PARK AND RECREATION ASSOC							
	I-3457	WI PARK AND RECREATION ASSOC	R	12/21/2021		75.00CR	097512	75.00
7783	WINCRAFT INC							
	C-50720	WINCRAFT INC	R	12/21/2021		262.44	097513	
	I-465486	WINCRAFT INC	R	12/21/2021		568.88CR	097513	306.44
1837	STEVEN YEDICA							
	I-202112152361	STEVEN YEDICA	R	12/21/2021		32.00CR	097514	32.00
7291	ERIC ZYGARLICKE							
	I-202112152362	ERIC ZYGARLICKE	R	12/21/2021		80.00CR	097515	80.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	89	0.00	575,931.19	575,931.19
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	90	0.00	575,931.19	575,931.19

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	12/2021	64,011.18CR
201	12/2021	38,711.08CR
208	12/2021	79.59CR
211	12/2021	100.00CR
260	12/2021	6,578.00CR
285	12/2021	139.00CR
290	12/2021	9,214.00CR
291	12/2021	9,814.00CR
292	12/2021	9,814.00CR
293	12/2021	139.00CR
294	12/2021	139.00CR
295	12/2021	139.00CR
405	12/2021	190,143.41CR
415	12/2021	3.82CR
601	12/2021	165,333.14CR
650	12/2021	81,572.97CR
=====		
ALL		575,931.19CR



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 4, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.
