

PARK AND RECREATION BOARD AGENDA
MONDAY JUNE 7, 2021
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Call to Order

Public comments for those items not included on this agenda: (Please be advised the Park and Recreation Board will receive information from the public for a three-minute time period per person with time extensions per the Park and Recreation Chairperson's discretion. Be it further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.)

1. Consideration of a motion to approve the Park and Recreation minutes of the May 3, 2021 Park Board meeting.

Public Works-

2. Discussion and possible consideration for QR Code signs in Nixon Park, Lake Country Rotary Club, Grant Lemke.

Recreation Director-

3. Discussion and possible consideration on Lake Country Players performance dates in June & July.
4. Discussion and possible consideration for boat launch at Centennial and Nixon Park, Jim Muenzenberger.
5. Discussion on Ice Rink usage, financing, and donor's update.
6. Discussion on possible future pickleball/basketball court.
7. Discussion and possible consideration on Food Truck Policy.

Other items for consideration

8. Announcements: It is not contemplated that these matters will be discussed or acted upon and may include items for future consideration. The following individuals may provide announcements: Park and Recreation Board members or other Village Staff members.
9. Adjourn
Deidre Bushéy
Deputy Clerk

Notice: Please note that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Darlene Igl, Village Clerk, at (262)367-2714. The Municipal Building is handicap accessible.

Individuals attending public meetings will be required to maintain appropriate social distancing, (i.e., maintain a 6-foot distance) and be free of symptoms related to COVID-19.

PARK AND RECREATION BOARD MINUTES
MONDAY, MAY 3, 2021
7:00 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Present: Tim Hallquist, Curt Gundrum, Nick Miller, Rick Conner, Randy Ferrell, Shaunta' de Boer and Craig Eisenhut.

Others: Dave Felkner, Kelli Yogerst, Pat Endter and Jake Zuehl.

7:00 PM Call to Order

Public comments for those items not included on this agenda: (Please be advised the Park and Recreation Board will receive information from the public for a three-minute time period per person with time extensions per the Park and Recreation Chairperson's discretion. Be it further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.)

Jake Zuehl was present and gave a brief presentation. He and other residents have partnered with the Woman's club to plant some native plants in the Village. He said the idea is to see more of a balance of the outdoor spaces. He said a lot of the invasive species have been removed so it provides a clean slate. He has worked with Dave Felkner and Administrator Rhode on the appropriate area to start. He has read some books about native plants so he decided to try it out in his own yard and has seen some benefits. He thinks the community can benefit as well. He said they are looking at a small area at Hartbrook Park & then add more. He said they have divided some of their own plants and have about 150 and are hoping the Women's Club can contribute more. He said things are set up in a certain way for DPW to maintain things so this would be a little different.

1. Consideration of a motion to appoint a Park and Recreation Board Chairman for the upcoming year – duties involve running Park and Recreation Board meetings and being a member of the Jt. Architectural Board/Plan Commission.

Motion (Miller/Conner) to nominate Tim Hallquist as Park Chairman for upcoming year – duties involve running Park Board and Recreation Board meeting and being a member of the Jt. Architectural Board/Plan Commission. Carried (7-0).

2. Consideration of a motion to approve the Park and Recreation minutes of the April 5, 2021 Park Board meeting-

Motion (Conner/Gundrum) to approve the Park and Recreation minutes of April 5, 2021 minutes with the correction of spelling of names. Carried (7-0).

Public Works Items

3. Discussion and possible consideration of agreement with Endter's for operating Beer Garden at Nixon Park-

Felkner said they are looking to extend the agreement with Endter's for the Beer Garden until 2024. This year will run it from May until sept 30th. It was asked if anyone else had shown interest and no one has shown no interest. Melms Brewery had previously had a beer garden but decided not to do it this year. Yogerst said working with Pat Endter has worked out very well. Hallquist asked if anyone had any issues with the contract and no one did.

Motion (Miller/Eisenhut) to approve the agreement with Endter's for operating Beer Garden at Nixon Park. Carried (7-0).

Recreation Director-

4. Discussion and possible consideration on Parks Food Truck Policy-

Yogerst said back in 2019 a Food Truck Policy was created but due to Pandemic in 2020 it wasn't used very much. With a few events during the summer, it was brought to their attention there are a few hiccups in the policy. She said it needed to be a little clearer for staff. She said it does not state whether businesses that are in Hartland have to pay a fee or if they are exempt. She said the only ones exempted are non-profit etc. She said she is looking for feedback on Village Businesses and if they are exempt or not exempt. Hallquist said if the Business has a Village Tax Key, he feels the fee should be waived. Miller said he feels non-profits like rotary, Kiwanis and the Women's Club count because they are based here and give back to our community here should be exempt. He also commented on the example for the Chamber's Party in the Park and that they have to pay because the Food Truck they use is not from Hartland. There was discussion on subject of a mobile food truck that isn't on wheels. Felkner said not only did it need to be clear for staff, but it would need to go to the Village Board. Yogerst will update the policy with the changes send it to Hallquist and then it would go to the Village Board. The updated Food Truck policy includes local nonprofit groups and properties with Village Tax keys being exempt. It was stated to take the words mobile/stationary out and add something about setting up. This will come back in June.

Motion (Hallquist/Miller) to approve the updated Food Truck Policy. Carried (7-0).

5. Update on possible future ice rink-

Yogerst said in everyone's packet are copies of 4 different ice rink sizes and cost. She said after meeting with Hallquist and Felkner at the Park and measuring things out they think the best one to go with is the last one number 4. She said that package has everything the Village needs, and it has a resurfacers, and they can pick the kind of liner they want. There was discussion on the ice rink sizes, different resurfacers sizes and which size would work best. There was discussion on the type of wall that would be used on the ice rink.

Yogerst said a local ice rink entrance just has a step-up entrance. She said adults use it fine but younger kids sometimes have to have someone pick them up and put them on the ice rink. Felkner said Sussex rink, they have a half of a board and trimmed it down to ice level with rubber matting. Hallquist asked if there will be a rail, and Dave said yes. Yogerst said there will be lights similar to what the beer garden have. Endter said they are looking to have their electrician put up more lights, so it is well lit. He said he is doing that at their expense, so the Village doesn't have to worry about that expense. He said that is their contribution to the ice rink. Several people commented they liked the idea. Felkner said he did not know if the ice rink would happen this year due to cost. Hallquist mentioned the Beer Garden is considering opening during the winter if he can get water for the ice rink. There was discussion on which option would be better. Yogerst said getting a new liner every year works better due to the possibility of getting a rip or leak.

Motion (Connor/Gundrum) to table to next month for additional information. Carried (7-0).

6. Discussion and possible consideration of Business banners at the Ice Rink to offset the cost-

Yogerst said she reached out to Lake Country Youth baseball and sent them a quote for the banner. She also reached out to a couple other groups. She has not heard back from anyone yet. She said if they want to do a banner, she put together a handout together. Nick said he does not know what is in the budget so doesn't feel comfortable voting on something. He said he does not feel comfortable asking people to donate to it if he does not know what the budget is. He said he thinks it is fair to know where the money went and how much was spent. Felkner said here is how we do it, we put together a wish list for parks and then we go out and get 3 proposals for every line item. He said that is what goes into the Park and Recreation budget. He said we don't put anything beyond that. He said this is not a budgeted item, we don't have \$5000 sitting around. Felkner said if you want you can go on to the Village website and the budget is on there. He told Eisenhut he could also send him all the expenditures year to date. Connor commented that the board voted on the budget months ago, so this line item was not allocated. There was discussion on the budget. Felkner said we are getting our budget books in August for 2022 and we can keep you in the loop. Hallquist said if we could get one business, they could have naming rights or have 15 different advertisers. There was more discussion on the cost of ice rink items like a liner, and a surfacer etc. Felkner said he thinks the 1st year will be trial and error. The question was asked what the next steps are. Hallquist said he thinks the next step would be to secure financing. Hallquist said he talked to the Kiwanis over the weekend. Felkner commented that Hallquist had mentioned advertising and asked how that work would. It was stated that the business advertisements would be along the snow fence as you walk in. Felkner said he was not planning on putting a snow fence in, but he said between there and the pond is a walking path. It was suggested the advertisement could be hung on the Fine Arts Center and shelter #4. Felkner said it needs to be determined where the advertisement/s would go. Yogerst asked if the board would like her to put together a flyer on the advertising and bring it back for them to see. Hallquist asked if someone could go to a Chamber meeting or a rotary meeting and talk to them about it and Yogerst said she would because she has a contact at rotary. Hallquist said formalize what the cost would be for one year and the size of the sign. It was decided to reach out to the rotary, Kiwanis, Pat Endter, Chamber, the BID, JD Electric. Hallquist said JD electric, Pat Endter, and Kiwanis said

PARK BOARD MINUTES

MONDAY MAY 3, 2021

7:00 PM

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they would contribute \$1000. Connor of Hometown Pharmacy said he may be able to contribute some as well. Yogerst asked if this would be a 1-year sponsorship. Discussion on if it would be yearly, 2 year, or 3-year sponsorship. It was asked if there was a surplus, could it be applied to future cost of the ice rink. There was discussion on what items to have this year, like a warming shed. It was decided to maybe not have a warming shed this year and that is something that could happen next year. Felkner said if we get more sponsorship, we would be able to do more. Several people commented that they think it is going to look great. Yogerst said she will put together a flyer. Felkner said to draft a flyer and send it to the board.

Motion (Connor/Gundrum) to table to next month for additional information. Carried (7-0).

- 7. Announcements: It is not completed that these matters will be discussed or acted upon and may include items for future consideration. The following individuals may provide announcements: Park and Recreation Board members or other Village Staff members.**

Yogerst said she had 10 teams for t-ball. She said she sent out the schedule and team list. She said she will be having a coaches meeting coming up. She said there will be playing at Nixon little, Hartbrook and Joliet. Miller said the Bark River Bash had a good turnout.

- 8. Adjourn-**

Motion (Gundrum/Conner) to adjourn. Carried (7-0). Meeting adjourned at 7:53 pm.

Respectfully submitted By Recording Secretary,

Deidre Bushey- Deputy Clerk

Nixon Park - Splash Pad Site Proposal

ACL Design Services with the Lake Country Rotary Club to The Village of Hartland

<https://www.linkedin.com/in/alexlemke/>

<https://alexlemke29.com/our-work/>

Introduction:

Hello, I'm Alex Lemke and I would like to thank the Village of Hartland and the Lake Country Rotary Club for the opportunity to support and connect the community.

Current Situation:

If the Splash Pad had local information about food delivery services, events, and activities, park visitors could engage directly with those less seen businesses instead of browsing on their own.

Opportunity:

You can capitalize on this opportunity. With limited 4x4 QR Code tags posted around the park, visitors can open their smartphone cameras over the QR code and be directed to the proposed website featuring park and community information, restaurant menus and delivery services.

Here's a link to the mock site, domain name TBD: <https://alexl56.sg-host.com/>

On this site local vendors can pay monthly to display any ad or promotional content throughout the website. Tiers can be structured based on the individual page value for vendors to display their ad, as in vendors wanting to advertise on the main landing page versus wanting to advertise on another dedicated page like **Food & Dining** or subpage like **Summer Guide** - subpage **Pet Grooming**. The exact dollar amount for an ad will vary upon the vendor's desired price and page. Regardless, revenue generated by vendor participation will go to Rotary respectfully and a percentage to the Village TBD, not to exide \$500.

For example 20 vendors paying \$25 a month or 5 vendors paying \$100 a month would generate \$500 per month for the 6 summer months (Approx \$3,000 gross revenue). Restaurants would be our first vendors. Later on host local services and

business ads if so desired. I would manage the site and give monthly reports of site usage to the vendors, Rotary, and the Village.

Project Goals:

1. Gain approval of proposed site from the Village of Hartland to go forward with domain acquisition and site development finalization.
2. Successfully install and link QR code markers in predetermined park locations to the proposed site.
3. Integrate Google Analytics features and establish online presence in relevant search engine results.
4. Attain at least 10 vendors to advertise monthly on the proposed website.
5. Analyze user traffic and measure vendor advertisement conversions through the site. Reports to be sent to Rotary and The Village of Hartland every 2 weeks(or every week).
6. If favorable initial reports and revenue gains after 2 months are observed, attain 10 more vendors to advertise monthly on the proposed site. This marks ***project completion***.
7. Review progress - Decision to renew website when domain name renews(one year after first acquisition). Contact vendors and see if they want to continue.
8. Create value-added additions.

Deliverables:

1. Development of proposed website(WordPress).
2. Design of web pages, layouts and application of vendor content(WordPress).
3. Domain name acquisition for proposed website(SiteGround).
4. Analytics to Rotary, Village, and vendors(Google Analytics).
5. Site hosting service(SiteGround).

Timeline/Budget:

Service	Cost	Timeline
Development & Labor	\$1,000.00	50% upon approval, remainder due upon <i>project completion</i>
Hosting & Operation: - Domain Acquisition <hr/> - Hosting Fee - Google Analytics Fee - Site Upkeep <hr/> Recurring Costs Total:	\$20.00 \$20.00 \$40.00 \$20.00 <hr/> \$80.00	Once per year Once per month Once per month Once per month per month
QR Code installation	Rotartians to install (Carl Schief)	TBD

Summary:

Nixon Park is Hartland's prime communal hub that has the potential to stimulate the local economy and attract more visitors to the village with things beyond the Splash Pad and Fine Arts Center. There are plenty of businesses right in Hartland that can increase their revenue by tapping into park goers that will in turn generate funds back to the community.

Invoice:

Invoices for development will be issued at the start of the project, 50% due on signing, the remainder will be due upon delivery of project completion. Monthly invoices for operating costs will be issued 1 month after approval.

Start Date: June 1, 2021

End Date: September 30, 2021

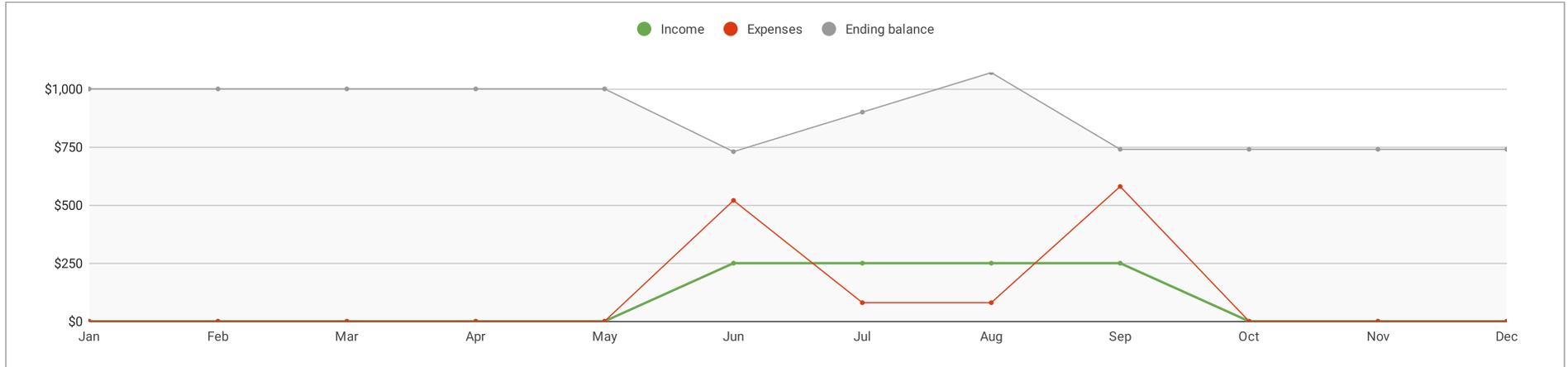
<p>Board of the Village of Hartland // Tim Rhode</p> <p>Signature:</p> <hr/> <p>Date:</p> <hr/>	<p>Alex Lemke Design & Web Services // Alex Lemke</p> <p>Signature:</p> <hr/> <p>Date:</p> <hr/>
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About this sheet

This sheet generates a summary of your spending based on data in the 'Expenses' and 'Income' tabs.
 Make sure you've set a starting balance in the 'Configure' tab before beginning.

Note

Please don't edit this sheet.
 It contains formulas and will update automatically.



Summary

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Average
Income	\$0	\$0	\$0	\$0	\$0	\$250	\$250	\$250	\$250	\$0	\$0	\$0	\$1,000	\$250
Expenses	\$0	\$0	\$0	\$0	\$0	\$520	\$80	\$80	\$580	\$0	\$0	\$0	\$1,260	\$315
Net savings [1]	\$0	\$0	\$0	\$0	\$0	-\$270	\$170	\$170	-\$330	\$0	\$0	\$0	-\$260	\$170
Ending balance [2]	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$730	\$900	\$1,070	\$740	\$740	\$740	\$740		\$888

Income

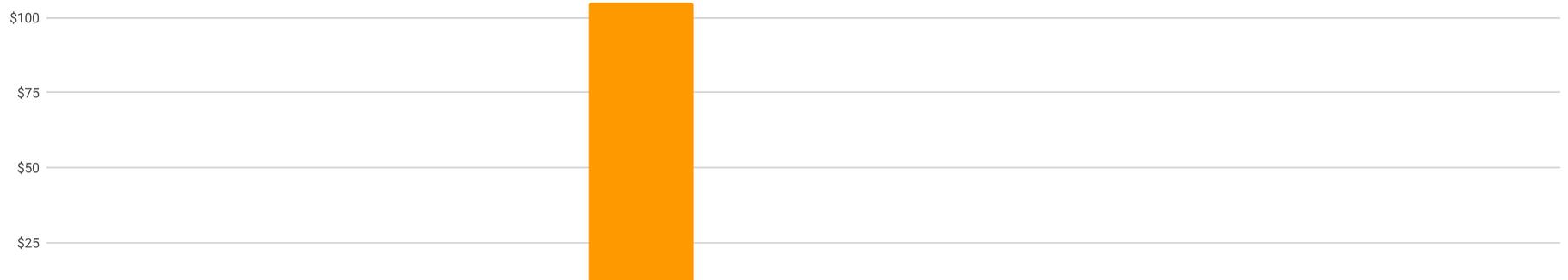
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Average
Income	\$0	\$0	\$0	\$0	\$0	\$250	\$250	\$250	\$250	\$0	\$0	\$0	\$1,000	\$250

Sales	\$0	\$0	\$0	\$0	\$0	\$250	\$250	\$250	\$250	\$0	\$0	\$0	\$1,000	\$83
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Expenses

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Average
Customer Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous Cost of Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office/General Administrative	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cost of Goods/Cost of Services	\$0	\$0	\$0	\$0	\$0	\$520	\$80	\$80	\$580	\$0	\$0	\$0	\$1,260	\$105
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Legal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Average \$ spent per category





[1] Total of Income - Expenses

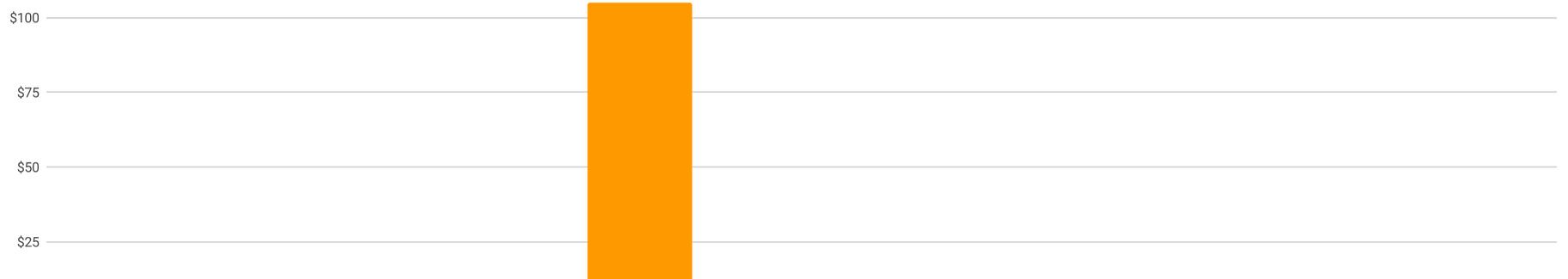
[2] This total includes the 'Starting Balance' from the 'Setup' tab.

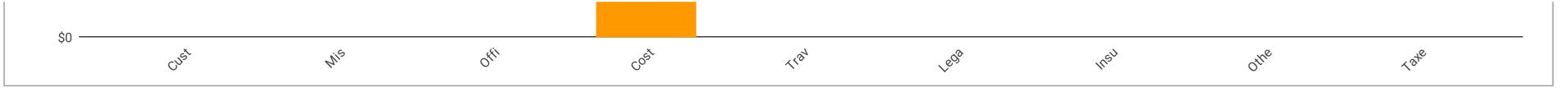
Sales	\$0	\$0	\$0	\$0	\$0	\$500	\$500	\$500	\$500	\$0	\$0	\$0	\$2,000	\$167
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Expenses

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Average
Customer Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous Cost of Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office/General Administrative	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cost of Goods/Cost of Services	\$0	\$0	\$0	\$0	\$0	\$520	\$80	\$80	\$580	\$0	\$0	\$0	\$1,260	\$105
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Legal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Average \$ spent per category

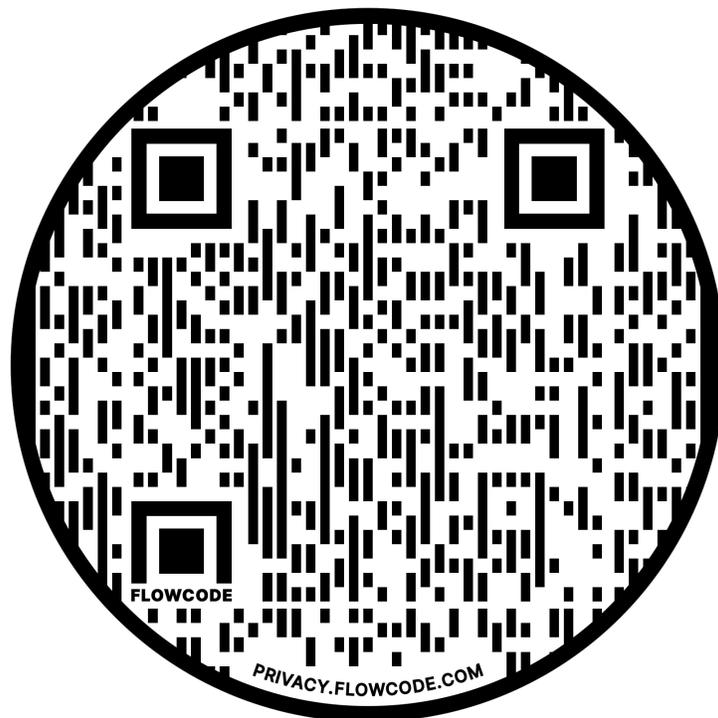




[1] Total of Income - Expenses

[2] This total includes the 'Starting Balance' from the 'Setup' tab.

LINK TO NIXON PARK COMMUNITY CENTER



HOW TO SCAN: OPEN, AIM & TAP



Open the camera
on your phone



Aim it at the
Flowcode



Tap the banner
that appears

Lake Country Players practices-

The completed form for FAC rental that was emailed to me, did not show that they wanted to use the FAC the week before the performances for practices. The form is a fillable form that can be saved to the person's computer and then emailed. The line on the form only shows so much information and anything typed after that space is hidden and not shown. When Katie emailed me about the practice days, I emailed back to let her know that she would be charged for those days. She then said she had put that information on the form, and after looking into it-is when I found out that the line on the form only shows show much.

Lake Country players rented the FAC for:

June 18 for a 7:30pm performance.

June 19 for 2pm & 7:30pm performances.

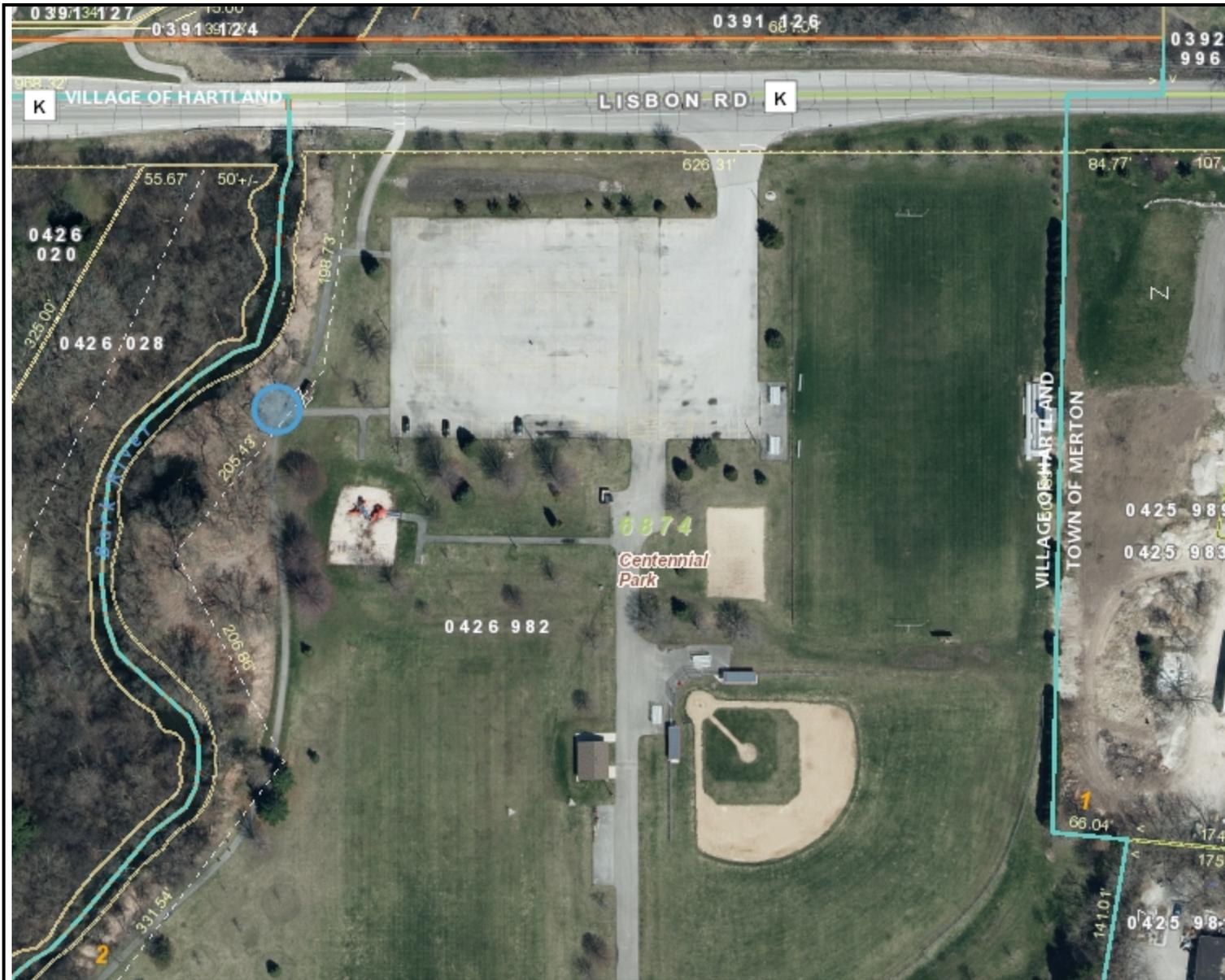
July 30 for 10am, 2pm & 7:30pm performances.

July 31 for 10am, 2pm & 7:30pm performances.

I was told the payment for these dates was mailed to us, but we have not received it as of 6/3/21.

They would like to use the FAC for practices the week of June 14-17 9am-5pm and July 26-29 9am-5pm.

I did inform Katie Berg that Hartland Kids Day is on July 28 so the FAC will not be available on that day and the Lake Country Beer Garden operates on the Thursday of those weeks beginning at 4pm.



Legend

- Municipal Boundary_2K
- FacilitySites_2K_Labels
- Lots_2K
 - Lot
 - Unit
 - General Common Element
 - Outlot
- SimultaneousConveyance
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
- Cartoline_2K
 - <all other values>
 - EA-Easement_Line
 - PL-DA
 - PL-Extended_Tie_line
 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
- Road Centerlines_2K
- Railroad_2K
- TaxParcel_2K
- Waterbodies_2K_Labels
- Waterlines_2K_Labels

0 136.83 Feet

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

Notes:

Printed: 5/26/2021





- Legend**
- FEMA Floodplain**
 - 0.2% Chance Flood
 - 1% Chance Flood (Zone A)
 - 1% Chance Flood Area (Zone AE, Floodway)
 - Municipal Boundary_2K
 - FacilitySites_2K_Labels
 - Lots_2K**
 - Lot
 - Unit
 - General Common Element
 - Outlot
 - SimultaneousConveyance**
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
 - Cartoline_2K**
 - <all other values>
 - EA-Easement_Line
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 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
 - Road Centerlines_2K
 - Railroad_2K
 - TaxParcel_2K
 - Waterbodies_2K_Labels
 - Waterlines_2K_Labels



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Notes:

Printed: 5/26/2021



12601 W. Silver Spring Road * Butler, WI 53007
 Phone: (262) 395-4050 * Fax: (262) 330-5004
 sales@armstrongpaving.com
 www.armstrongpaving.com



ATTN: KELLI YOGERST

PROPOSAL SUBMITTED TO Village of Hartland		PHONE 262-367-0352	DATE 05/28/2021
STREET 210 Cottonwood Avenue		JOB NAME Tennis to Pickleball	
CITY, STATE AND ZIP CODE Hartland, WI 53029		JOB LOCATION Nixon Park	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We propose to furnish all labor and materials necessary to perform the following work:

BUDGET PROPOSAL

BID #1. CONVERT ONE OF THE TWO TENNIS COURTS INTO TWO PICKLEBALL COURTS

- Open fence for equipment access.
- Install 2 pair of Douglas pickleball net posts (in sleeves) and center tie-down on one court.
- Power-wash surface approx. 99' x 116' to clean and remove dirt and debris.
- Fill all cracks and saw-cut joints with court patch binder, crack sealant, approx. 230 L.F.
- Level larger depressions, 1/8" and greater to reduce puddles, as possible.
- Sand all repairs smooth to surface.
- Install Armor Crack Repair System on approx. 230 L.F. of cracks and joints.
- Apply 2 coats of sand textured acrylic resurfacer, base coats.
- Apply 2 coats of Plexipave Color System; standard colors. Coatings are 100% acrylic.
- Stripe masked white lines for one tennis court and two pickleball courts.
- Reinstall net on existing tennis posts for a divider net between the pickleball courts.

BUDGET \$26,331.00

BID #2.

- Furnish and install two fixed gooseneck basketball units on one of the courts.
- Stripe lines for 1/2 court for each unit.

BUDGET PRICE ADD \$7,170.00 FOR TWO UNITS

BID #3. BUDGET TO CONSTRUCT 2 PICKLEBALL COURTS WITH 2 BASKETBALL HOOPS/APPROX 64' X 64'

- Excavate grass and dirt.
- Install 8" stone base.
- Grade and compact.
- Pave total 3 1/2" asphalt with binder and surface courses.
- Install galvanized fence system.
- Install 2 gooseneck basketball units.
- Color with 4 coat Plexipave Color System with lines.

BUDGET ONLY \$74,700.00 - \$76,900.00

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: _____ dollars (\$ _____).

TERMS: NET 10 DAYS. 1.5% PER MONTH INTEREST ON ALL ACCOUNTS 10 DAYS PAST DUE.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Work Compensation Insurance. **Notice of Lien Rights on back.**

Authorized Signature Terry P. Kuhlback
 Terry P. Kuhlback

This proposal void in 30 days and covers above area and specs only.

Acceptance of Proposal above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I fully understand and agree with the terms and conditions on the back of this proposal.

Signature _____

Date of Acceptance: _____

TERMS & CONDITIONS

NOTICE OF LIEN: AS REQUIRED BY WISCONSIN LIEN LAW, BUILDER HERBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIAL FOR THE CONSTRUCTIONS ON OWNER'S LAND MAY HAVE LIEN RIGHT ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY CONTRACTOR AGREES TO COOPERATED WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

PAYMENT: Payment due upon completion of work or terms as noted, although F. Armstrong Inc. retains the right at it's sole discretion, to bill as work progresses. Finance Charge: 1.5% per month, 18% annually. If purchaser (owner or owner's agent) fails to pay an invoice when due, purchaser (owner or owner's agent) shall pay interest at a compound rate of 1.5% service fee per month (18% annually) until the invoice balance is paid in full. All costs of collection, including reasonable attorney fees and costs for any arbitration deemed necessary shall be paid by owner. Non payment of total invoiced amount upon full completion or terms, as noted, voids any and all guarantees/warranties.

CANCELLATION NOTICE: If cancellation notice is not received in writing, prior to 3 days after date of acceptance, seller assumes the purchaser agreed to the contract terms contained. Any withdrawal of the contract after that time, could result in partial billing and reimbursement for planning, preparation, materials ordered, restocking costs, or partial work completed.

CRACKING OF ASPHALT: All asphalt paved areas can crack at any time, due to climate and soil conditions. There is no warranty for cracks. As the surface expands or contracts during wet conditions, drought conditions, freeze and thaw cycles, unstable sub-grade, tree roots, hot weather, dry spells, floods, heavy traffic, etc., cracks will develop. A crack can develop even in newly paved asphalt. Frank Armstrong Paving, Inc. recommends a periodical crack maintenance with a good quality rubberized crack sealant. The owner/rep. is aware of the risk inherent in this kind of work.

DRAINAGE: Frank Armstrong is not responsible for puddles or wet spots less than 1/2" deep. Purchaser is aware that wet sub-grade conditions can cause premature pavement failure, unless proper measures are taken to rectify those situations. Surface and site conditions must have 1% minimum slope to drain properly.

CRACKFILLING & SEALCOATING WARRANTY: Longevity of sealcoating and crackfilling is dependent on subsurface conditions, as well as quantity and type of traffic on pavement surface, as well as the adhesion of prior sealcoat and/or crack filler to pavement surface, and owner understands that reduced longevity may result because of this and accepts that fact. We do not guarantee or warranty in any way a seal coating project with a prior flaking sealcoat condition. Fading and/or wearing of sealcoat is a natural wearing process and is not a defect in any way. Accordingly, F. Armstrong Ent., Inc. does not warranty or guarantee its work against cracking. When crack sealing, seller only seals large cracks 1/4" larger in width. Surface cracks may remain visible after sealcoat is applied due to sealer shrinkage. Seller is not responsible for crack filling of deteriorated (alligatored) areas. Owner understands and accepts these conditions.

INSURANCE AND PERMITS: Owner is responsible for maintaining all necessary insurance coverage and for obtaining all permits required to complete the work identified on the Proposal (unless otherwise stated on this proposal). Through this agreement the owner assumes all responsibility for and consequences associated with securing and complying with all necessary permits required by all regulating agencies. The owner indemnifies and absolves F. Armstrong Ent., Inc. of any consequences imposed by any regulating agency. Our workers are fully covered by Workman's Compensation Insurance.

MOBILIZATION: One trip for each crew, unless otherwise stated. If after notification, we cannot complete a procedure, due to a car in the way, an obstruction, other work conflicts, or delays beyond our control, an additional trip charge may be added to the contract amount.

ASPHALT MAINTENANCE: Frank Armstrong Paving recommends periodical crack maintenance, as it occurs. It is the most cost effective to prolong pavement life in our region. Periodical sealcoating helps protect the surface, along with making your property look good. Spot repairs or patching can also be a cost effective maintenance procedure, before pavement failure increases and requires new construction.

ASPHALT GRADE ELEVATIONS: If purchaser directs construction of the surface with less than 1% slope, water ponding can occur and no warranty attaches to these surface conditions.

ADDITIONAL PROVISIONS: Owner is responsible for any and all reasonable expenses we incur in enforcing our right hereunder, including but not limited to attorney's fees, collection fees and court costs. No waiver or modification of any provision hereof shall be binding on us unless in writing and signed by one of our employees. If any provision is determined to be void or unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect. This Proposal shall be binding on your heirs, representatives, successors and assigns.

DISCOVERIES/EXTRA CHARGES: If unexpected conditions are discovered, such as encountering unstable sub-grade, wet conditions, wood, concrete slabs or foundations, debris, paving fabric, stumps, contaminated or toxic soils, private utilities, or other objects not mentioned in the contract proposal, will require an extra charge for removals, excavation, dump fees, additional base materials or other unforeseen costs, based on time and material. The purchaser agrees to these extra charges, as needed or requested and will be added to the contract price, with a written change order.

SITE CONDITIONS: Not responsible for cracking concrete slabs that equipment has to travel over, disturbing grass or landscape along project perimeters, low tree limbs, or plantings in conflict or near perimeter of construction area, cracking or damaging pavement or landscape that we have to access with our equipment to complete the project.

UTILITY LOCATION: Purchaser is responsible for locating all private utilities, along with plumbing, piping, tiles, etc., that will not be marked out by Digger's Hotline. The purchaser agrees to pay repair expenses for damages to unmarked private utilities, if encountered.

PAVING WARRANTY: All work to meet industry standards. Material to be, as specified or industry equal. All workmanship to be industry standards and as per contract specifications, terms and conditions. There is no warranty for asphalt cracking.

DEFINITIONS: Owner is defined in this proposal and Terms and Conditions as the actual owner of property where work is to be performed, or as agent of said owner.

LANDSCAPING: F. Armstrong Ent., Inc. is not responsible for damage to landscaping as a result of project preparation, execution or completion, as well as changes needed in landscaping to insure the proper continuation of drainage flow from the project area. It is the property owner's responsibility to backfill edges of paved areas. We do not warrant (expressly or implied) that our grading work will prevent, eliminate, or reduce unwanted on-site water accumulation or flowage on your property.

ACCEPTANCE: Owner has read this contract, consisting of front and back of all pages and by my signature on the front of this proposal and understands and agrees to all. The prices, specifications, and conditions described on both sides of this contract are satisfactory and are hereby accepted. F. Armstrong Ent., Inc. is authorized to do the work as specified. Payment will be made as described in this proposal. Owner has received a copy of this contract.



P.O. Box 13456
Wauwatosa, WI 53213-0456

MADISON
(608) 221-8680
Fax: (414) 476-9132

MILWAUKEE
(414) 476-9130
Fax: (414) 476-9132

RACINE
(262) 633-1105
Fax: (414) 476-9132

WI Building Contractor Registration #: 1105248

Name: Kelli Yogerst
Company: Village of Hartland

Phone: (262) 367-0352
Fax Number:
E-mail: kelli@villageofhartland.com

Date: June 1, 2021

Address: 210 Cottonwood Ave
City: Hartland, WI 53029

Job Name: Nixon Park
Job Location: 339 Maple Avenue, Hartland
Job Phone:

Cell:

We hereby submit specifications and estimates for:

Procedure to Construct One Pickleball Court:

Asphalt pavement dimensions will be 80'x70'.

Excavate existing grass area to a depth of 11" and haul material off-site.

Furnish and install 8" of crushed aggregate base course.

Fine grade, water, and compact crushed aggregate base course.

Construct a 2-course 3 1/2" compacted thickness hot mix asphalt pavement consisting of 2" of 4LT binder course material and 1 1/2" 5LT wearing course material.

Furnish and install two (2) sets of pickleball net posts including nets.

Furnish and install two (2) basketball standard and hoops.

Furnish and install 8' tall galvanized chain link fence around perimeter of pickleball fence.

Apply two (2) coats of acrylic resurfacer containing high grade rounded silica sand, 40-70 mesh at a rate of 12 pounds per gallon.

Apply two (2) coats of SportMaster textured acrylic color coating, containing high grade rounded silica sand, 100 mesh at a rate of 7 pounds per gallon.

Mask off and hand paint two (2) pickleball courts and two (2) basketball keys with 3 point lines.

Restore edge of new asphalt using topsoil, seed, fertilizer, and mulch.

Price: \$85,410.00

Procedure to Convert Existing Tennis Court into Two Pickleball Courts:

Remove one (1) set of tennis net posts.

Backfill holes as needed.

Patch areas using hot mix asphalt.

Furnish and install two (2) sets of pickleball net posts including nets.

Apply one (1) coat of acrylic resurfacer containing high grade rounded silica sand, 40-70 mesh at a rate of 12 pounds per gallon to existing tennis court and two (2) new pickleball courts.

Apply two (2) coats of SportMaster textured acrylic color coating, containing high grade rounded silica sand, 100 mesh at a rate of 7 pounds per gallon to existing tennis court and two (2) new pickleball courts.

Mask off and hand paint two (2) pickleball courts and one (1) tennis court.

Price: \$23,590.00

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: (Payment to be made as follows:)

Terms: Total Due Upon Completion

Dollars ()

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. Any increase in cost of materials will result in an increase in the contract price. These price increases will be charged as extras over and above the estimate. Poblocki Paving Corp. will notify owner of such increased costs when they occur, and will provide to owner copies of the invoices or other documentation evidencing such increased costs upon request. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER’S LAND MAY HAVE LIEN RIGHTS ON OWNER’S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER’S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

A \$25.00 service fee, plus 1-1/2% of the outstanding balance will be charged on all accounts past 30 days, and will continue to be added each consecutive month until entire balance and accumulated service fees, plus interest are paid in full (unless otherwise noted). In the event it becomes necessary for Poblocki Paving Corp. to institute collection proceedings, all costs incurred by Poblocki Paving Corp., including reasonable and actual attorney’s fees, shall be paid by the property owner or owner’s agency and shall be added to the amount as described above.

Upon contract acceptance, if cancellation notice is not received in writing prior to 3 days after date of acceptance, Poblocki Paving Corp. assumes that the owner or owner’s agent accepts the work herein described and the terms and conditions of sale contained. Any withdrawal of this contract could result in a partial billing to reimburse Poblocki Paving Corp. and/or its sub-contractors for planning, preparation, and materials already ordered or installed on the job site.

One mobilization is included to each job site. “One trip to site by the paving crew” unless 2 or more trips are noted.

All permits are property owner’s responsibility (unless Poblocki Paving Corp. has specified they will be responsible).

Poblocki Paving Corp. is not responsible for damage to or injuries caused by any privately (not installed by a Public Utility) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. The owner or owner’s agent agrees to indemnify and hold harmless Poblocki Paving Corp. from any and all claims, liabilities, costs and expenses whatsoever arising from the above.

This contract does not contemplate the encountering of underlying concrete, wood, paving fabric or other unsuitable materials or unusual conditions during excavation, unless noted on proposal. Should these conditions be encountered, the property owner may be charged for the extra work incurred.

Poblocki Paving Corp. is not responsible for damage to landscaping as a result of project preparation, execution or completion. Poblocki Paving Corp. is also not responsible for changes needed in landscaping to insure the proper continuation of drainage flow from project area. It is the property owner’s responsibility to back fill edges of paved areas.

Poblocki Paving Corp. is not responsible for low spots in asphalt of less than 1/2 inch.

Poblocki Paving Corp. is not responsible for concrete breakage due to normal construction equipment traffic.

Soil conditions such as the presence of clay and sand, as well as, temperature and moisture content may result in cracking, therefore it is impossible to guarantee against cracking. The property owner understands this risk is inherent in this kind of work.

Grading: The grading we perform may not prevent unwanted water from accumulating on your property. We do not warrant (expresses or implied) that our grading work will prevent, eliminate or reduce unwanted on site water accumulation or flowage on your property. However, we do warrant that our grading will meet applicable industry standards as to percentage grade requirements.

Non-payment of total invoiced amount in full upon completion, or terms as noted, voids any and all guarantees/warranties.

Should a dispute arise between the parties concerning this contract or the rights and duties of either party, Poblocki Paving Corp. may elect, at its sole discretion, to have the dispute settled by arbitration held in accordance with the Construction Industry Rules of the American Arbitration Association in effect at the time Poblocki makes the election for arbitration. Poblocki must make the election to arbitrate no later than 60 days after the proper service of a summons.

Acceptance of Proposal

Note: This proposal is void if not accepted within **15** days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Authorized
Signature:**



Cliff Koutnik

Signature:

Date of Acceptance: