



REGULAR VILLAGE BOARD MEETING

MEETING NOTICE AND AGENDA

Monday, May 3, 2021, 6:00 PM

Meeting will be held at: <https://www.gotomeet.me/wfbvillage/village-board>

Access Code: 348-527-221

Phone Number Log In: +1 (872) 240-3212

I Call to Order and Roll Call

II Consent Agenda – Upon request of any Trustee, any item may be removed from the Consent Agenda for separate consideration under General Business.

1. Minutes of the regular meeting held on April 19, 2021.
2. Annual appointment of Trustees to various Boards, Commissions and Committees.
3. Village President's recommended appointments to Boards, Commissions and Committees.

III Report of Village Officers

1. Village Attorney
2. Village Manager
3. Village President
4. Miscellaneous Trustee

IV. Petitions and Communications – Members of the public wishing to communicate to the Village Board should email manager@wfbvillage.org at least 24 hours prior to the meeting with “Message to Village Board” in the subject line. Those messages will be provided to the Board Members.

V. General Business

1. Discussion/action regarding the 2021 Private Property Infiltration and Inflow (PPII) Program.

Approved

Approved

Approved 2. Discussion/action on construction contract award and MMSD Green Solutions Fund Agreement changes for the 2021 Village Hall Parking Lot Bioswale Project.

Approved 3. Discussion/action on remediation options for the Cahill Park Tennis courts.

Approved 4. Discussion/action on construction contract award for the 2021 Alley Project.

5. The Village Board may convene into Closed Session pursuant to Wisconsin State Statute §19.85(1)(e) deliberating or negotiating the purchase of public property, investing of public funds, conducting other specified business whenever competitive and/or bargaining reasons require a closed session – specifically regarding negotiations with special counsel and other consultants to provide assistance on traffic, zoning, and land development matters.

6. The Village Board may reconvene to open session. The Village Board reserves the right to take action on any topic discussed in closed session.

VI Adjourn

Due to the COVID-19 pandemic, this meeting is being held via remote conference only. Members of the media and public may attend by logging onto <https://www.gotomeet.me/wfbvillage/village-board>. The access code is 348-527-221. The phone number to log in is +1 (872) 240-3212. All public participants will be muted during the meeting. Members of the public wishing to communicate to the Village Board should email manager@wfbvillage.org at least 24 hours prior to the meeting with “Message to Village Board” in the subject line. Those messages will be provided to the Board Members. Agendas and minutes are available on the Village website (www.wfbvillage.org)

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. Contact Village Hall at (414) 962-6690. It is possible that members of and possibly a quorum of members of other Boards, Commissions, or Committees of the Village including in particular the Business Improvement District Board may be in attendance in the above stated meeting to gather information; no action will be taken by any other Boards, Commissions, or Committees of the Village except by the Board, Commission, or Committee noticed above. Agendas and minutes are available on the Village website (www.wfbvillage.org)

REGULAR VILLAGE BOARD MEETING

A regular meeting of the Board of Trustees of Whitefish Bay was held via GoToMeeting on April 19, 2021

Pursuant to law, written notice of this meeting was given to the press and posted on the public bulletin boards.

I. Call to Order and Roll Call

President Siegel called the meeting to order at 6:00 p.m.

Present: Trustees Buckley, Davis, Demet, Fuda, Saunders, Serebin, and President Siegel.

Also Present: Village Manager Paul Boening
Village Attorney Chris Jaekels
Assistant Village Manager Tim Blakeslee
Director of Building Services Joel Oestreich
Finance Director/Clerk Jaimie Krueger
Interim Police Chief Patrick Whitaker
Library Director Nyama Reed
Deputy Clerk Erin Granstrom

II. Consent Agenda

It was moved by Trustee Fuda, seconded by Trustee Davis, and unanimously carried by the Village Board to approve the consent agenda as presented.

1. Minutes of the regular meeting held on April 5, 2021.
2. Investment Report for March, 2021.
3. Ordinance No. 1883 to repeal and recreate Section 15-6E of the Municipal Code pertaining to "Class B" Alcohol Licenses.
4. Village President's recommended appointments to Boards, Commissions and Committees.

III. Report of Village Officers

1. **Village Attorney**—No Report
2. **Village Manager**—Boening thanked both Trustee Davis and Trustee Saunders for their service on the Village Board and the committees that they have served.
3. **Village President**— No Report
4. **Miscellaneous Trustees**—No Report

IV. Petitions and Communications

Two letters were received and emailed to Trustees earlier today.

V. General Business

1. Discussion/action on Ordinance 1884 pertaining to compensation for Village President and Village Trustees.

Per discussion at April 5, 2021 Village Board Meeting it was proposed to increase Village President pay to \$2,400 per year and \$1,200 for Village Trustees.

It was moved by Trustee Davis, seconded by Trustee Demet and unanimously carried that the Village Board adopt Ordinance No. 1884 pertaining to compensation for Village President and Village Trustees.

2. Discussion regarding options and procedures for filling Village Board vacancies.

Village Manager, Paul Boening, stated that in light of President Siegel's announcement during the last board meeting that she will be vacating her position in late May the Board will have to consider how they would like to proceed following her resignation. State statutes state that the authority to fill the vacant position lies with the Village Board. The statutes state how to fill the vacancy but do not outline a specific procedure for doing so. President Siegel's term is through April of 2023. Boening outlined options for the board: (1) leave position vacant for one or two years; (2) appoint a President for one year and place Village President on April 2022 ballot; (3) appoint a President for the remaining two years of President Siegel's term. Commonly a sitting Trustee is appointed to fill the President vacancy but is not required. President Siegel commented that it would make sense for one of the sitting Board members to be appointed President and then the Board take community applications for filling the Trustee vacancy. The two years are recommended to prevent the possibility of having 4 Presidents in 4 years. President Siegel reached out to Trustee Buckley as he has institutional knowledge and the time to serve as President. Trustee Davis inquired if it is possible for Trustee Saunders could fill a Trustee vacancy. To fill the Trustee position the board would have to discuss the procedure for filling the vacancy which could be either by application or nomination.

3. The Village Board may convene into Closed Session pursuant to Wisconsin State Statute §19.85(1)(e) deliberating or negotiating the purchase of public property, investing of public funds, conducting other specified business whenever competitive and/or bargaining reasons require a closed session – specifically regarding the MOU for the Community Ice Rink.

It was moved by Trustee Serebin, seconded by Trustee Fuda and unanimously carried that the Village Board convene into Closed Session pursuant to §19.85(1)(e) deliberating or negotiating the purchase of public property, investing of public funds, conducting other specified business whenever competitive and/or bargaining reasons require a closed session – specifically regarding the MOU for the Community Ice Rink.

Trustee Buckley moved, seconded by Trustee Fuda to return to Open Session at 7:05pm. Motion Carried by Roll Call Vote, 7-0.

Trustee Serebin moved, seconded by Trustee Saunders to provide notice to the Milwaukee Winter Club that the Village will not be exercising the auto renewal clause in the ice rink MOU. The notice does not preclude a new ice rink proposal and MOU. Ongoing conversation is anticipated and welcomed. Motion Carried, 7-0.

VI. Adjourn

There being no further business, it was moved by Trustee Fuda, seconded by Trustee Davis, and unanimously carried by the Village Board to adjourn the meeting at 7:06 p.m.

Erin Granstrom
Deputy Clerk

2021 Appointments – Village President’s Nominations

<i>NAME</i>	<i>POSITION</i>	<i>NEW TERM EXPIRES</i>
<u>DAVID DOMRES¹</u>	<u>ARC</u>	<u>2024</u>
<u>MEG BANIUKIEWICZ²</u>	<u>ARC</u>	<u>2023</u>

¹ Reappointment

² New Appointee – Charles Buscher resigned

Application

Board or Commission Applying For Architectural Review Commission

Name Meg Baniukiewicz

Email Address mbaniukiewicz@gmail.com

Address 5410 N Berkeley Blvd

City Whitefish Bay

State WI

Zip Code 53217

Phone Number 4144671494

Fax Number *Field not completed.*

Are you a registered voter of Whitefish Bay? yes

How long? *Field not completed.*

Have you attended a meeting of this Board/Commission? yes

Present Employer self employed at HB Designs, LLC

Job Title Owner/Architect

Previous Governmental Bodies/Elective Offices Applicant Has Served Ad Hoc Tear Down Committee

Position/Office Held Committee Member

Dates 2019-2020

Civic or Charitable Organizations Bavarian Soccer Club - Booster Club Member
Organization to Which Applicant Has Belonged WNS Hockey - Board Member

Position Held	<i>Field not completed.</i>
Dates	<i>Field not completed.</i>
Special Interests/Hobbies/Talents	Running, Biking, travel
College, Professional, Vocational Schools Attended	University of Michigan
Major Subject	Architecture
Dates	9/1/1994 - 5/2/1996
Degree/Date	Master of Architecture May 1996
College, Professional, Vocational Schools Attended	Miami University, Oxford OH
Major Subject	Architecture
Dates	9/1/1988 - 5/10/1992
Degree/Date	Bachelors of Environmental Design, May 1992
College, Professional, Vocational Schools Attended	<i>Field not completed.</i>
Major Subject	<i>Field not completed.</i>
Dates	<i>Field not completed.</i>
Degree/Date	<i>Field not completed.</i>
Please state reasons why you want to become a member of this Board or Commission, including what specific objectives you would be working toward as a member of this advisory board: (Attach second page if necessary)	I would like to use my expertise as a residential architect to contribute positively to the applicant reviews for the ARC. I am very familiar with practicing in the Village and with the Design Review Guidelines.

Any other information
which you feel would be
useful to the Board of
Trustees in reviewing
your application: (Attach
2nd page if necessary)

Are you or a member of
your family associated
with any
Organization/Employment
that might be deemed a
conflict of interest in
performing your duties if
appointed to this position?

If yes, please state name *Field not completed.*
of
Organization/Employment

Do you have any relatives
working or serving for the
Village of Whitefish Bay?

If yes, please indicate the
name and relationship of
the person *Field not completed.*

Would you be willing to
abstain from voting on
matters where a potential
conflict of interest exists?

Have you been convicted
of a felony or
misdemeanor?

If yes, explain convictions *Field not completed.*

How did you hear about
the opening on this
Commission?

Signature of Applicant Margaret A Baniukiewicz

Date 4/26/2021



Village of Whitefish Bay
5300 N. Marlborough Drive
Whitefish Bay, Wisconsin 53217
Phone: 414-962-6690
Fax: 414-962-5651

Memorandum

To: Village Board
From: Paul Boening – Village Manager
Date: April 29, 2021
Re: Annual Appointment of Trustees to various Boards and Committees

In accordance with Village Code requirements, Village Trustee appointments to Boards and Committees shall occur annually following the commencement of April terms.

President Siegel is recommending the following appointments for the 2021-22 term:

President Siegel

- Plan Commission (Chairperson per Code)
- Community Development Authority

Trustee Buckley

- Public Works Committee

Trustee Demet

- Library Board

Trustee Fuda

- Plan Commission

Trustee Haller

- Public Works Committee

Trustee Koltun

- Community Development Authority

Trustee Serebin

- Public Works Committee

April 8, 2021

Memo to: President Siegel and Members of the Village Board
From: John Edlebeck, Director of Public Works
Re: 2021 Village PPII Program Recommendations

The Public Works Committee heard a presentation from Jerome Flogel, MMSD PPII Program Manager at their March, 2021 Public Works Committee meeting regarding the new rules and regulations that are now in effect for the MMSD PPII Program. At their Wednesday, April 7, 2021 meeting the Committee then had a further discussion on the use of the current Village MMSD PPII allocation amount of \$89,303.00. With the revised MMSD PPII Program, the Village will need to declare in writing on or before June 1, 2021 (and annually after that) our Village intentions in the use of our current Village MMSD PPII Program fund balance.

The Public Works Committee voted to recommend to the Village Board that the Village request that MMSD roll over all of the current Village PPII fund balance in the amount of \$89,303.00 until 2022 for the various reasons:

1. The amount of \$89,303.00 would only be expected to fund the lining of an estimated 7-10 private sanitary sewer laterals. This takes into account the overhead costs to design, prepare bid documents, bid out and the contractors fixed overhead costs to mobilize.
2. We will be receiving an additional estimated \$150,000-\$200,000 of Village MMSD PPII fund monies in 2022 to add to our current PPII fund balance.
3. We can also attempt in 2022 to add to our fund balance by applying for any available surrendered PPII Program funding.
4. MMSD has not to date pre-approved any PPII "M" Program contractors yet for 2021 MMSD PPII funded work, none the less lateral lining. There then may be a limited number of contractors this year that will be pre-approved to be able to bid on a 2021 Village PPII project.
5. By waiting until 2022, MMSD will have had 1 year of experience with the new PPII 2.0 Program, which will only benefit the Village.

ACTION ITEM

VILLAGE BOARD MOTION RECOMMENDED BY PUBLIC WORKS COMMITTEE:

The Village request that MMSD roll over all of our current Village allocated MSD PPII fund balance in the amount of \$89,303.00 until program year 2022.

April 7, 2021

Memo to: Village President Siegel and Village Board members
From: John Edlebeck, Director of Public Works *je*
Re: 2021 Village Hall Parking Lot Bioswale Project
Construction Contract Award and MMSD Green Solutions Fund Agreement Change Order

On Tuesday, April 6, 2021 sealed bids were received for the above referenced project. Three sealed bids were submitted with the following results:

<u>BIDDER</u>	<u>AMOUNT</u>
All-Ways Contractors, Inc Sussex, WI	\$117,495.00 (low bidder)
Vinton Construction Company Two Rivers, WI	\$122,448.00
Poblocki Paving Corporation West Allis, WI	\$135,497.00

This project will be funded solely from the MMSD Green Solutions (GS) Fund Program allocation for the Village of Whitefish Bay. This program provides funding for stormwater runoff water quality improvements. Our Village account has a current balance in excess of \$800,000.

For this Bioswale Project we have a current executed MMSD project funding agreement in the amount of \$88,900.00. I recommend requesting a change order increase to that agreement in the amount of \$42,795.00.

Construction (April 6, 2021 Low Bidder)	\$117,495.00
Design Engineering	\$ 10,200.00
<u>Construction Administration</u>	<u>\$ 4,000.00</u>
Subtotal	\$131,695.00
<u>Minus current agreement amount</u>	<u>- \$ 88,900.00</u>
Change Order	+ \$ 42,795.00

We have several other approved 2021 Village projects upcoming that will be utilizing the Village of Whitefish Bay allocated MMSD Green Solutions funding as well:

<u>Consaul Commons Redevelopment Project</u>	<u>\$79,943.00</u>
Construction project awarded and MMSD project funding agreement approved	
<u>2021 Village Alley Reconstruction Project</u>	<u>\$400,000.00 (estimated)</u>
Project bid opening set for April 26, 2021 with MMSD GS funding agreement to follow	

Any remaining funds in this account will be rolled over into year 2022 by MMSD at the request of Village staff.

Recommended Action:

Approve the award of the Village Hall Parking Lot Bioswale Project construction contract to All-Ways Contractors, Inc per the unit bid price of \$117,495.00 and approve a change order amount of \$42,795.00 to the Village of Whitefish Bay – MMSD Green Solutions Funding Agreement for this project.

April 26, 2021

Memo to: President Siegel and Members of the Village Board
From: John Edlebeck, P.E., Village of Whitefish Bay Director of Public Works

Re: **Cahill Park Tennis Court Pavement Surface Improvements**

To address the current deteriorated pavement surface condition of the Cahill Park tennis courts, last resurfaced 14 years ago, Village staff have been working with representatives of the Milwaukee Winter Club (MWC) and two tennis court pavement maintenance contractors to obtain quotes for the repair and resurfacing of these courts. The MWC's use of the tennis court surface for the operation of two ice rinks this past winter caused substantial additional peeling of the pavement surface material in certain areas. With that said however, the age of the previous tennis court surface treatment and the current overall pavement surface condition warrants either a new pavement resurfacing or a complete tennis court complex reconstruction at this time.

FULL TENNIS COURT COMPLEX RECONSTRUCTION OPTION (50+ year old facility)

A complete tennis court complex replacement project would entail the following components:

- Full asphalt pavement removal and repaving
- Subbase stone replacement or rehabilitation
- Asphalt pavement surfacing and line painting
- Complete fencing removal and replacement
- Tennis net standard removal and replacement
- Lighting system removal and replacement (underground conduit, wiring, fixtures, controller, lamps)
- Reuse of the existing light poles

This replacement project would be expected to cost in the range of \$600,000 - \$800,000. There is possible federal and state DNR administered 50% grant funding that could be appropriate for this project, however, it is highly competitive (3:1 ratio of applications to awards), could not be applied for until May, 2022 and would then not allow for construction to begin until 2023 or 2024. As the current courts are not playable due to the surface wear, this does not seem to be a viable option at this time.

PAVEMENT RESURFACING OPTION

This option would entail the rehabilitation of the tennis court pavement surface over the next 2 months, allowing the scheduled summer tennis program to proceed in mid-June. To move this rehabilitation project forward, the Village has received proposals from two separate contractors. Each proposal identifies various optional work items as well.

Poblocki Paving Corporation

Resurfacing 6 courts with Armor Crack repair – 2680lf	\$ 108,863.00	Base
1. Basketball / 7 th Tennis Court: only clean, pressure wash, routine crackfill	\$ 2,385.00	Add
2. Basketball Court / 7 th Tennis Court: Armor Crack repair and resurface	\$ 20,025.00	Add

Munson, Inc.

Resurfacing basketball and 7 courts with routine crack repair	\$ 99,960.00	Base
1. Basketball / 7 th Tennis Court: only clean, pressure wash, routine crackfill	\$ 11,320.00	Deduct
2. Repair 33% of the cracks with Armor Crack repair instead of routine repair	\$ 12,980.00	Add
3. Install Armor Crack repair instead of routine crack repair- 2680lf	\$ 32,550.00	Add

After several discussions with both pavement contractors and reviewing all submitted options, I am recommending that the Village Board proceed with a **Pavement Resurfacing Project** construction contract award May 3, 2021. This project would be expected to be completed on or before June 14, 2021, weather permitting. Listed below is the recommended scope of work:

6 Tennis Courts

Remove the entire existing pavement surface to bare asphalt

Clean, pressure wash, patch and level the pavement

Crack repair entire pavement surface utilizing Armor Crack system (estimated 2680 lf)

Note:(during the rehabilitation project identify any low priority cracks to be repaired utilizing a routine crack repair method verses Armor Crack and provide a credit to the project as a change order)

Resurface / paint the pavement

Basketball Court and 7th Tennis Court

Clean, pressure wash, patch and routine crack repair

The associated proposals below reflect this recommended scope of work:

<u>Contractor</u>	<u>Bid Amount</u>
Poblocki Paving Corporation	\$ 108,863.00 Base bid
	<u>\$ 2,385.00 Add Option #1</u>
Total	\$ 111,248.00
Munson, Inc.	\$ 99,960.00 Base Bid
	\$ 11,320.00 Deduct
	<u>\$ 32,550.00 Add Option #3</u>
Total	\$ 121,190.00

Recommended Action:

Declare this project a Public Works emergency repair and award the Cahill Park Tennis Court Pavement Resurfacing Project construction contract award to Poblocki Paving Corporation in the submitted proposal amount of \$111,248.00 and to authorize the Village Manager to finalize a cost sharing arrangement with the Whitefish Bay School District and to assign Village fund balance to the project, which will be partially funded by a \$10,000 allocation from the Milwaukee Winter Club.



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: William Sellars
Company: Cahill Park Tennis Courts
Address: 1001 E. Fairmount Avenue
City: Whitefish Bay, WI 53217

Phone: (414) 915-4877
Fax Number:
E-mail: wsellars@nature-tech.com
Job Name: Cahill Park Tennis Courts
Job Location: 1001 E. Fairmount Avenue, Whitefish Bay
Job Phone: Cell:

We hereby submit specifications and estimates for:

Poblocki Paving Corp shall repair cracks throughout six tennis courts using Armor Crack Repair System.
After the crack repair is completed, the court will be surfaced with Sportsmaster colorplus tennis court system.
Layout, colors, and striping shall match existing.

BASE BID - Includes 2680 LF of Armor Crack Repair:	\$108,863.00
Option #1 – South Basketball and Single Tennis Court – Clean, Pressure wash, and touch up area – ADD:	\$2,385.00
Option #2 - South Basketball and Single Tennis Court- Crack repair procedure using armor crack and resurface with Sportsmaster colorplus tennis court system – ADD:	\$20,025.00
Highly Recommended – Test area approx. 20'x20' using Armor Crack Repair; This would get credited off contract price if Poblocki Paving Corp. awarded this project:	\$850.00

Prior to crack repairs, Poblocki Paving Corp. will pressure wash all courts and remove all loose coating areas to ensure proper adhesion of new surfacing material.

Armor Crack Repair Process

Materials used include the following. Release Tape "Armor" lime green release tape. Narrow Fabric: "Armor" 12-inch-wide white fabric. Knitted, expandable. Wide Fabric: "Armor" 20-inch-wide white fabric. Knitted, expandable. Mesh: "Armor" 12-inch-wide yellow mesh. Acrylic patch binder. Pure white/neutral acrylic resurfacer. Portland cement, Silica sand, Gravel Mix: 3/8 inch. For cracks over 3/4 inch wide.

Installation procedure includes the following. Prepare surfaces and cracks in accordance with the manufacturer's instructions. Ensure surfaces and cracks are dry, clean, and contaminate free. Remove dirt, dust, debris, oil, grease, mildew, pollen, vegetation, leaves, and other surface contaminants which could adversely affect installation of tennis court crack repair system. Remove the following existing materials. Crack repair materials that are loose or not bonded well to surfaces. Paints and coatings not bonded well to surfaces. Paints and coatings over asphalt emulsion materials are compromised by water infiltration. Rubberized crack filling materials. Asphalt emulsion materials. Install tennis court crack repair system in accordance with manufacturer's instructions. Fill cracks and install release tape, narrow fabric, wide fabric, and mesh in accordance with the manufacturer's instructions. Fill cracks with crack-repair materials approved by the manufacturer based on crack width. Repair crack intersections and net post footings in accordance with manufacturer's instructions. Install tennis court crack repair system without wrinkles, bumps, air bubbles, or excessive fabric overlaps. Install tennis court crack repair system with a proper bond to surfaces. Paint tennis courts per existing colors. Protect installed tennis court crack repair system from damage during construction.

Surfacing Process

Protect adjacent surfaces and landscaping from contact with asphalt tennis court surface color coating system. Prepare surfaces in accordance with the manufacturer's instructions. Remove dirt, dust, debris, oil, grease, vegetation, loose materials, and other surface contaminants that could adversely affect the application of asphalt tennis court surface color coating system. Pressure wash the entire surface. Repair cracks, depressions, and surface defects in accordance with manufacturer's instructions before application of filler course and color coating. Level depressions 1/8 inch and deeper with patch binder in accordance with manufacturer's instructions. Ensure surface repairs are flush and smooth to adjoining surfaces. Apply asphalt tennis court surface color coating system in accordance with manufacturer's instructions at locations indicated on the Drawings. Mix materials in accordance with the manufacturer's instructions. Apply Filler Course and Color Coating with a 50-60 durometer, soft rubber squeegee. Color Coating: Apply a minimum of 2 coats of color coating to prepared surfaces in accordance with the manufacturer's instructions. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.

After 4/13 site visit when we obtain more history on the past maintenance of these courts, Poblocki Paving Corp. can project a better lift expectancy.

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:**



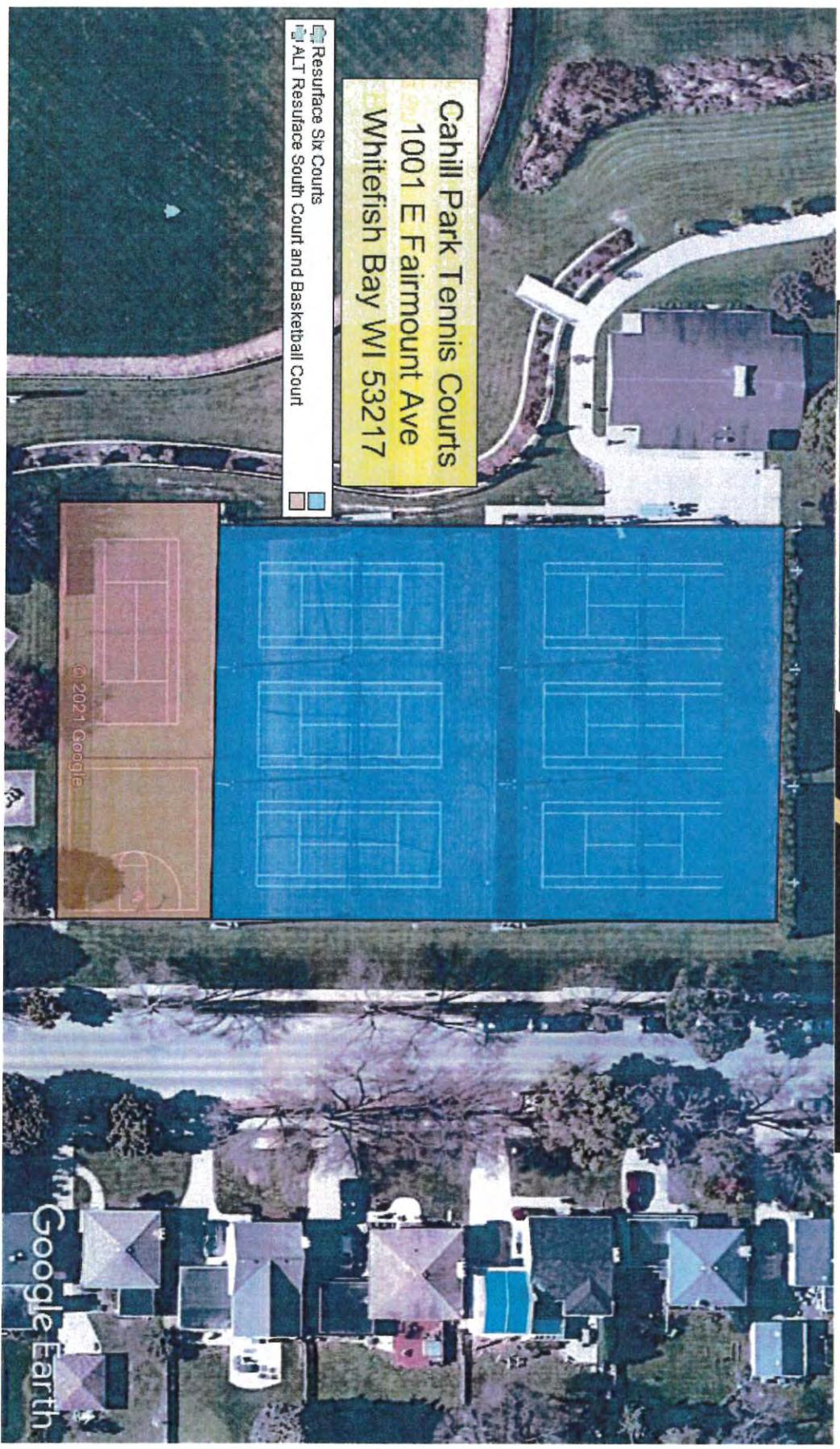
Greg M. Kastenholz

Signature:

Date of Acceptance: _____

POBLOCKI PAVING CORP.

100% EMPLOYEE-OWNED



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Site Plan Prepared by: Tom Fendryk Mobile: 414-349-8371 TFENDRYK@POBLOCKIPAVING.COM	Contact: Bill Sellars Company: Site Location:
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MUNSON, INC.

Established 1955



MUNSON FENCE DIV. MUNSON-ARMSTRONG PAVING DIV. MUNSON TENNIS COURT DIV.

6747 N. Sidney Place Glendale, WI 53209

Phone: (414) 351-0800 FAX: (414) 351-0879

www.munsoninc.com

PROPOSAL SUBMITTED TO:

JOHN EDLEBECK
VILLAGE OF WHITEFISH BAY
155 W. FAIRMOUNT AVE.
WHITEFISH BAY, WI 53217

(414) 962-6690
(715) 496-3080 cell j.edlebeck@wfbvillage.org

DATE:

April 26, 2021

JOB NAME & LOCATION

**7 All Weather Tennis Courts
½ All Weather Basketball Court
1001 E. Fairmount Ave.
Asphalt Recoloring**

Furnishing all necessary labor, equipment and material for the asphalt stripping, cleaning, patching, leveling, crack sealing, re-coloring and striping of the above job. Area involved is approximately 50,985 Square Feet. Work to include:

1. Owner to remove nets.
2. Remove grass and weeds from pavement area.
3. Scrape/peel off all color surface down to the bare asphalt on the original 6 tennis courts (40,000 SF).
4. Route all cracks to remove old material, or widen if needed, to accept new material.
5. Remove two coldmix asphalt patches and replace with new $\frac{1}{4}$ " virgin hotmix to be compatible with new color surfacing (17 SF).
6. Level areas too deep for liquid leveler with matching $\frac{1}{4}$ " hotmix asphalt (Approximately 3 tons).
7. Thoroughly clean all pavement and pressure wash with a 6,000 PSI washer to remove all embedded dirt and debris (50,985 SF).
8. Mark low spots and level surface as necessary with Laykold® Deep Patch (a high strength, acrylic latex bonding liquid mixed with Silica Sand and Portland Cement for leveling and crack filling). (Approximately 440 gallons).
9. Fill $\frac{3}{4}$ " – 2" wide structural cracks/joints to $\frac{1}{4}$ " low with Quikrete® cement (30 bags) to structurally fill and prevent future contraction. Top off with Laykold® Deep Patch (30 gallons) for acrylic surface coating adhesion.
10. Fill +/- $\frac{1}{2}$ " cracks with Plexipave® Crack Filler – (10 gallons) a 100% acrylic latex crack filler.
11. Fill remaining thinner cracks with Laykold® Deep Patch (30 gallons) for acrylic surface coating adhesion.
12. Machine sand down Deep Patch areas (low spots and cracks) after drying to eliminate high spots.

- Continued on Page 2 -

AUTHORIZED
SIGNATURE:

Rob Fetherston – Vice President

ACCEPTANCE OF PROPOSAL: The above prices, specifications and attached Terms and Conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Date of Acceptance:

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

SIGNATURE: _____

SIGNATURE: _____



MUNSON, INC.

Established 1955



MUNSON FENCE DIV.
MUNSON-ARMSTRONG PAVING DIV.
MUNSON TENNIS COURT DIV.

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- Page 2 -

13. Apply primer to all concrete surfaces (new fence post footings) with Laykold® Poly Primer, a 2-component, solvent free, low viscosity, polyurethane primer with superior adhesion and sealing properties.
14. Seal entire pavement with 1 coat of Black (or Neutral) Laykold® NuSurf acrylic resurfacer (*A flexible sand filled binder/filler/texture course*).
15. Flood courts, mark out, and level/sand any remaining low spots.
16. Seal pavement with 1 coat (2nd coat) of Black or Neutral Laykold® NuSurf acrylic resurfacer (*A flexible sand filled binder/filler/texture course*). (*Cross Applied*)
17. Seal out of bounds pavement with 2 coats of DARK GREEN Laykold® ColorFlex flexible acrylic latex color texture course with sand. (*Cross Applied*)
18. Seal playing area pavement with 2 coats of Laykold® ColorFlex DARK BLUE flexible acrylic latex color texture course with sand. (*Cross Applied*)
19. Mask, prime and paint 2" white lines for seven, 36' x 78' tennis court for singles and doubles tennis play.
20. Mask, prime and paint 2" white lines for one, ½ basketball perimeter, basketball key and 3 point line.
21. Owner to rehang nets.

LABOR AND MATERIAL . . . \$99,960.00

- Options Continued on Page 3 -

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- Page 3 -

OPTION 1: ELIMINATE COLOR COATING ON TENNIS & BASKETBALL

Only power wash and crack fill (no color coating or striping) Court #7 and the basketball court (11,320 SF).

DEDUCT . . . (\$11,300.00)

OPTION 2: INSTALL ARMOR® CRACK REPAIR ON INBOUNDS AREAS FOR COURTS 1-6

Install +/-875' of Armor® Crack Repair System over already prepared cracks on the playing areas only. This system is an expandable/flexible patented six-step process that utilizes a thin, 36" wide knitted fabric membrane to keep structural cracks/expansion joints from quickly reappearing on the surface.

ADD . . . \$12,980.00

OPTION 3: INSTALL ARMOR® CRACK REPAIR ON ALL CRACKS

Install +/-2,680' of Armor® Crack Repair System over already prepared cracks. This system is an expandable/flexible patented six-step process that utilizes a thin, 36" wide knitted fabric membrane to keep structural cracks/expansion joints from quickly reappearing on the surface.

ADD . . . \$32,550.00

- Notes Continued on Page 4 -

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- Page 4 -

NOTES

1. All Munson employees have a minimum of OSHA10 training with a majority having OSHA30.
2. Work would take approximately 22, 8-hour average days with a 4-man crew, Monday-Saturday, weather permitting. Prep work could begin in late April (stripping/power washing), but temperatures need to be consistently at least 50 degrees (overnight) and rising (surface temperatures) for materials to be properly applied and cure for a correct installation. We will do our best to add extra manpower when possible, as certain steps allow, to speed up the schedule.
3. The cost of surface removal was based on the production time at the Whitefish Bay Middle School tennis courts which had to be stripped as well in 2019. We have anticipated it will take 170 man hours to do this work and, should it take less, the owner will be credited at \$119 per man hour (including equipment). If it appears halfway thru the process that it will take longer, then the owner will be notified of any cost additions or suggestions of scope changes.
4. Water source for pressure washing to be provided by owner.
5. Laykold® NuSurf and Laykold® ColorFlex are a step above typical tennis court acrylic coatings. They have been specially designed to have a much greater elasticity, which reduces eggshell color cracking on newer courts, reduced stretch lines over flexible membrane crack repair products, and other flexible benefits.
6. Munson is a member of the ASBA – American Sports Builders Association. ASBA is a national organization for builders, designers, and suppliers of materials for tennis courts. It is recognized as a centralized source for technical information, including consumer-oriented information and Munson Inc. has received numerous national awards from this organization for our tennis court work. Their members are held to high standards regarding construction and maintenance of tennis courts.
7. We will do our best to correct any birdbaths as defined by the ASBA and USTA; however due to the age of the pavement we cannot guarantee complete elimination of puddles.

- Notes Continued on Page 5 -

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-SEE LAST PAGE FOR TERMS AND CONDITIONS-





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FOR COMPETITIVE BIDS WITHOUT PRIOR WRITTEN PERMISSION



MUNSON FENCE DIV.
MUNSON-ARMSTRONG PAVING DIV.
MUNSON TENNIS COURT DIV.
www.munsoninc.com

MUNSON, INC.

VILLAGE OF WHITEFISH BAY
CAHILL PARK
1001 E. FAIRMOUNT AVE.
WHITEFISH BAY, WI 53217
TENNIS COURT RESURFACING - ARMOR CRACK REPAIR
DATE: 03/25/2021 | REV: 04/26/21

April 27, 2021

Memo to: President Siegel and Members of the Village Board

From: John Edlebeck, P.E., Village of Whitefish Bay Director of Public Works *John*

Re: **2021 Alley Reconstruction Project – Construction Contract Award**

Alley west of Lydell Avenue: Birch Avenue to north of Henry Clay Street

Alley south of Silver Spring Drive: Kent Avenue to Shoreland Avenue

Municipal Parking Lot Expansion south of Winkies / Bruegger Bagels

Engineering plans were prepared, the project publically advertised and sealed bids were received on Monday, April 26, 2021 with the following results:

<u>Bidder</u>	<u>Amount</u>
<i>LaLonde Contractors, Inc.</i> Waukesha, WI	\$578,553.41 (low bidder)
All-Ways Contractors, Inc Elm Grove, WI	\$749,714.00
<i>Engineer's Estimate</i>	\$ 664,705.00

Village Public Works Department staff have worked successfully in the recent past on several Village projects with the LaLonde Contractors, Inc. and have no reservations on the award of this project to them. Our staff will now be able to submit an application to MMSD to utilize approximately \$250,865.00 of Village allotted MMSD Green Solutions Fund monies toward the cost of this project. Permeable pavers are included in the project scope of work in all of the alleys as well as the municipal parking lot expansion. The permeable paver systems provide stormwater quality improvements by filtering out pollutants in the surface waters running across the alleys and parking lots. The remaining funding for this project will come from the proceeds of the 2019-2020 borrow.

Recommended Action:

Approve the construction contract award for the **2021 Alley Reconstruction Project** to low bidder LaLonde Contractors, Inc for the unit price bid amount of \$578,553.41.



April 27, 2021

Mr. John Edlebeck, P.E.
Director of Public Works
Village of Whitefish Bay
115 W. Fairmount Ave.
Whitefish Bay, WI 53217

Re: 2021 Alley Reconstruction Project Award

Dear John,

Bids for the 2021 Alley Reconstruction project were publicly opened on Monday April 26, 2021. We received two bids from qualified contractors.

The lowest base bid was submitted by Lalonde Contractors, Inc. from Waukesha, WI for \$578,553.41 and the highest bid was \$749,714.00 from All-Ways Contractors, Inc out of Elm Grove, WI. Our estimate for the project was \$664,705.00. The bid tabulations are attached to this letter.

We recommend that Lalonde Contractors, Inc. be awarded the 2021 Alley Reconstruction Project Contract for \$578,553.41.

Sincerely,

Clark Dietz, Inc.

Brandon Flunker, PE