



Parks & Recreation Board Meeting

Cravath Lakefront room 2nd floor 312 West
Whitewater Str, Whitewater, WI, 53190 *In Person
and Virtual

Wednesday, March 20, 2024 - 5:30 PM

**Citizens are welcome (and encouraged) to join our webinar via computer, smart phone, or telephone.
Citizen participation is welcome during topic discussion periods.**

Topic: Parks and Recreation Board Meeting

Time: Mar 20, 2024 05:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82751359324?pwd=cmFPMzY5RGdCMWxWeS9zTkduUmVFUT09>

Meeting ID: 827 5135 9324

Passcode: 449183

Dial by your location

• +1 312 626 6799 US (Chicago)

Please note that although every effort will be made to provide for virtual participation, unforeseen technical difficulties may prevent this, in which case the meeting may still proceed as long as there is a quorum. Should you wish to make a comment in this situation, you are welcome to call this number: (262) 473-0108.

AGENDA

CALL TO ORDER

ROLL CALL

Members: Steve Ryan (Chair), Brienne Brown, Kathleen Fleming, Dan Fuller, Stephanie Hicks, Mike Kilar, Megan Mathews, Ben Prather, Deb Weberpal, Vacant Alternate

Staff: Kevin Boehm (Director), Michelle Dujardin (Assistant Director, Recreation & Events), Hunter Karnitz (WAFC), Jennifer French (Adult Programs), Vacant (Athletic Programs)

APPROVAL OF AGENDA

A board member can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the board to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.

1. Meeting Minutes from February 21, 2024

HEARING OF CITIZEN COMMENTS

No formal Board action will be taken during this meeting although issues raised may become a part of a future agenda. Participants are allotted a three minute speaking period. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those specific issues at the time the Board discusses that particular item.

To make a comment during this period, or during any agenda item: On a computer or handheld device, locate the controls on your computer to raise your hand. You may need to move your mouse to see these controls. On a traditional telephone, dial *6 to unmute your phone and dial *9 to raise your hand.

2. Director's Report
3. WAFC Report
4. Program Updates

CONSIDERATIONS / DISCUSSIONS / REPORTS

5. Lakes Advisory Committee Update
6. Discussion and possible action regarding replacement of air sock in lap pool area of WAFC.
7. Discussion and possible action regarding repainting lockers in all WAFC locker rooms.
8. Discussion and possible action on floor coating in WAFC locker rooms
9. Discussion and possible action regarding Recreation Program Fee Policy update.
10. WAFC Operational, Policy and Procedure Manual Draft Review

FUTURE AGENDA ITEMS

11. Additional evening classes at the WAFC.

ADJOURNMENT

A quorum of the Common Council may be present. This notice is given to inform the public that no formal action will be taken at this meeting.

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting.



Parks and Recreation Board Minutes
Wednesday, February 21, 2024 – 5:30 pm
Cravath Lakefront Room
312 W. Whitewater Street
Whitewater, WI 53190
Hybrid Meeting

1. Call to Order and Roll Call

Present: Stephanie Hicks, Mike Kilar, Megan Matthews, Steve Ryan, and Deb Weberpal.
Absent: Ben Prather, Dan Fuller, Kathleen Flemming, and Brienne Brown
Staff: Michelle Dujardin, Jennifer French, Kevin Boehm, Brad Marquardt
Guest: None

2. Approval of Minutes from January 17, 2024

Motioned by Hicks. Seconded by Kilar. Ayes Stephanie Hicks, Mike Kilar, Megan Matthews, Steve Ryan, and Deb Weberpal: Absent: Ben Prather, Dan Fuller, Kathleen Flemming, and Brienne Brown

3. Hearing of Citizen Comments

No Comments

4. Staff Reports

a. Director's Report

i. Kevin Boehm

1. Kevin working with Midwest Prairie on progress report for Effigy Mounds and Walton Oaks
2. City Hall is receiving quotes to being rekeyed
3. Parks & Recreation is receiving new registration software, May 8th is date for going live
4. Parks & Recreation has launched a new website
5. Hunter officially accepted the WAFC Position
6. Receiving Pricing on HVAC and boilers at WAFC
7. Receiving pricing on rehab of lockers at WAFC
8. Attended an auction and won three stair steppers for WAFC
9. WAFC released corporate memberships and Fit Bit February

b. Event Programs and Lakes Update

i. Kevin Boehm

1. March 9th is a day at the pool! It includes Polar Plunge, Chili Cook Off, Open Swim, and Cardboard Boat Races

c. Senior Programs

i. Kevin Boehm

1. The annual Hawaiian Party was held at WAFC with huge success and happy party goers

5. Considerations/Discussions/Reports

a. Discussion and possible action regarding renaming East Gate Park

- i. Kevin Boehm presented a letter from Russ Walton with Brad Marquardt attending for questions.

Motioned by Hicks to endorse East Gate Park to be renamed to Walton East Gate park in appreciation of the generous contribution for four park properties within the City of Whitewater. Park Board recommends the cost of the new sign be responsibility of the Walton Family. Seconded by Matthews. Ayes Stephanie Hicks, Mike Kilar, Megan Matthews, Steve Ryan, and Deb Weberpal: Absent: Ben Prather, Dan Fuller, Kathleen Flemming, and Brienne Brown

6. Considerations/Discussions/Reports

a. Discussion and possible action regarding long term rental of Starin Park Building to Immanuel Aglican Church

i. Boehm stated After discussion with staff, it is our opinion that since Rev. Notstad is now affiliated with UW-W, his organization meets our Group 2 requirements outlined in the facility rental and reservation policy entitling his organization to a 50% discount on fees. It is recommended that Rev. Notstad be required to provide the necessary security deposit. It is highly recommended that Rev. Notstad carry additional liability insurance listing the City of Whitewater as additionally insured for an amount not less than \$250,000. Additionally, Rev. Notstad will be required to reserve the facility using our online recreation software either by himself or a designee of his choice. Staff will assist with the initial reservation, however, subsequent reservations would be his responsibility. All fees and deposit must be paid prior to the reservation being considered valid as outlined in the Facility Rental and Reservation Policy. All reservations are considered first come, first served and space cannot be held without payment.

Motioned by Hicks to not entertain rental and encourage to rental following our current rental policy. Seconded by Kilar. Ayes Stephanie Hicks, Mike Kilar, Megan Matthews, Steve Ryan, and Deb Weberpal: Absent: Ben Prather, Dan Fuller, Kathleen Flemming, and Brienne Brown

7. Considerations/Discussions/Reports

a. Discussion and possible action regarding Recreation Sunshine Fund policy update

- i. Kevin presented policy document with changes. Kevin also stated there is currently \$498.00 in the account.

Motioned by Weberpal to approve policy with changes. Seconded by Hicks. Ayes Stephanie Hicks, Mike Kilar, Megan Matthews, Steve Ryan, and Deb Weberpal: Absent: Ben Prather, Dan Fuller, Kathleen Flemming, and Brienne Brown

8. Future Agenda Items

- a. Additional evening classes at the WAFC

9. Adjournment

Motioned by Steve Ryan at 6:24pm, followed by a unanimous votes. Ayes Stephanie Hicks, Mike Kilar, Megan Matthews, Steve Ryan, and Deb Weberpal: Absent: Ben Prather, Dan Fuller, Kathleen Flemming, and Brienne Brown

Respectfully Submitted,

Michelle Dujardin

Michelle Dujardin



Park Board Agenda Item

| | |
|-------------------------------------|--|
| Meeting Date: | March 20, 2024 |
| Agenda Item: | Air Sock replacement in lap pool area of WAFC |
| Staff Contact (name, email, phone): | Kevin Boehm, kboehm@whitewater-wi.gov , 262-473-0122 |

BACKGROUND

(Enter the who, what when, where, why)

The air sock in the lap pool is an integral component of the air handling system for the pool facility. The current air sock is original and has exceeded its expected life span and the component cannot be repaired much longer. A replacement is needed. Staff contacted the following vendors for quotes: ADC Tubes, Hatcher and Associates, Glacier Group, King Bag and Manufacturing and Vyron Corporation. We received 2 quotes back: Vyron Corporation in the amount of \$17,850 and Hatcher and Associates for \$12,655.00.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

\$12,655.00 from WAFC capital equipment budget

STAFF RECOMMENDATION

I recommend purchasing the product from Hatcher and Associates for \$12,655.00. This product is a direct replacement of the current air sock and doesn't need new hardware or hanging system.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Vyron Corporation.pdf
2. Hatchell and Associates



Hatchell & Associates, Inc
414 W Fullerton Ave
Elmhurst, IL 60126-1403

**QUOTATION
REVISED**

Item 6.

Phone: (630)833-3838
Email: bids@hatchell.com

TO: ALL BIDDERS

PROJECT #: Family Aquatic Center

LOCATION: Whitewater - Wisconsin

ESTIMATOR: ,

BID DATE: 3/1/2024

PLAN DATE: 12/8/2000

ADDENDUM:

PROJECT: 31626

PROPOSAL: 16360

REVISION: 1

ENGINEER: OOT

AIR DISTRIBUTION CONCEPTS

| <u>Qty</u> | <u>Model</u> |
|------------|--------------|
| 1 | LOT |

Description

FABRIC DUCT WORK
ANTIMICROBIAL POLYESTER: (GRAY, BLACK,
WHITE, DK GREEN, MED BLUE, TAN, RED,)

- (306) 36" DIAMETER AIR DIFFUSER
- (6) 36" DIAMETER 90 DEGREE ELBOW
- (102) WHITE PLASTIC GLIDERS
- (1) INTERNAL END CAP
- (306) SPECIAL AIR JET PUNCH
- (15) 6"-36" DIAMETER ZIPPER CONNECTION

HARDWARE:

- (2) 36"-48" WORM GEAR BAND

TOTAL NET DELIVERED

\$12,655.00

Sincerely,

Kevin Hatchell

Terms and Conditions

- ***This Quotation EXCLUDES all applicable taxes and retention, unless otherwise noted***
- ***This Quotation EXCLUDES Attic Stock and Spare Parts, unless otherwise noted***
- ***Seismic Certification Equipment Supports/Restraints are excluded from our proposal unless otherwise noted***
- ***This Quotation is based on the materials as shown above***
- ***This Quotation is valid for 30 (thirty) days from above date***
- ***Terms and Conditions are subject to change without prior notice***
- ***Prices are subject to Hatchell & Associates, Inc. terms and conditions located @ <https://www.hatchell.com>***

From: [Dan Buckingham](#)
To: [Kevin Boehm](#)
Subject: Fwd: Whitewater aquatic
Date: Friday, March 1, 2024 11:01:07 AM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.jpg](#)
[image004.jpg](#)
[image005.png](#)

Sent from my U.S.Cellular® Smartphone
 Get [Outlook for Android](#)

From: Bowerman, Tom <TBowerman@vyron.com>
Sent: Monday, February 26, 2024 4:28:02 PM
To: Dan Buckingham <DBuckingham@whitewater-wi.gov>
Subject: RE: Whitewater aquatic

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dan,

It was nice meeting you last week and I appreciate again the opportunity. There are a few items to note:

1. With this being a Pool, the DuctSox factory is telling me that the hardware you have on site (that I took pictures of) does not appear to be pool grade. Knowing that you wish to use the existing hanging hardware, please note that if any issues occurred due to hardware breaking and tearing the DuctSox, the DuctSox product would not be covered under warranty.
 - So our \$17,850 proposal *includes* all new Track & Pool Grade hardware.
 - And based on the pictures, it is very possible that your current track is not compatible with the DuctSox gliders and you may not be able to install the DuctSox product.
 - While I realize that you may want to save some money with the existing hardware, I feel that it is worth paying more upfront for a new pool grade hardware hanging system to save yourself some time and effort down the road.
2. Regarding the listed 36" diameter (from the plans you showed me), if we do not use Internal Hoops for internal fabric support, we would have to use a 2 Row attachment, because a 1 row attachment at 36" could see warranty completely voided.
 - We would also need CFM (perhaps from the AHU's serving the space) to confirm that our inlet velocities are within the 1400 fpm range. If the CFM you provide requires an increase in diameter, we might need to requoteing.

Regards,

 Tom Bowerman
Sales Engineer Vyron Corporation
 5315 Wall Street, Madison, WI 53718
 m: (608) 572-4896
tbowerman@vyron.com | [website](#) | [line card](#) | [customer portal](#)



From: Troy Hendrickson <Troy.Hendrickson@bassettmechanical.com>
Sent: Tuesday, February 20, 2024 10:54 AM
To: Bowerman, Tom <TBowerman@vyron.com>; dbuckingham@whitewater-wi.gov
Subject: Whitewater aquatic

Good morning, Tom,

Dan Buckingham, 1-920-723-2317, at the City of Whitewater is looking for a vender to supply duct sock for his aquatic center. He will purchase and install. I am just introducing the 2 of you.

I have attached some pictures of what he has and the blueprint says they are 36" but does not give lengths.

Thank you,

Troy Hendrickson, HVAC Sales Representative
 Bassett Mechanical | Cell: 608-640-0126

The preceding email message and any attachments may be confidential or contain proprietary information and should be read or used only by the intended recipient. This message should not be transmitted to, or received by, any unauthorized person. If you have received this message in error, please inform us promptly by reply email, then delete this message and destroy any printed copies of this message. Thank you

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Park Board Agenda Item

| | |
|-------------------------------------|--|
| Meeting Date: | March 20, 2024 |
| Agenda Item: | Locker re-Painting at WAFC |
| Staff Contact (name, email, phone): | Kevin Boehm, kboehm@whitewater-wi.gov , 262-473-0122 |

BACKGROUND

(Enter the who, what when, where, why)

The lockers in all 3 locker rooms at the WAFC need painting and metal repair. 6 Vendors were solicited for pricing, 3 returned quotes. D.K's Electrostatic Painting submitted the low bid of \$8,865 without a site visit. American Office Services had a bid of \$12,991.00 and Superior Electrostatic Painting, INC. submitted a bid of \$15,075.00.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

\$15,075.00 from WAFC capital equipment budget

STAFF RECOMMENDATION

I recommend hiring Superior Electrostatic Painting, INC. While they are the highest bidder, their bid also included removing the lower 8" of all 10 of the door frames in the locker rooms and welding in new and painting all of the door frames and doors. This is a task no other bidder was able to perform and will save money in the future as almost every door frame has rust and several are rusted completely through and will require replacing.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. D.K's Electrostatic Painting.pdf
2. American Office Services.pdf
3. Superior Electrostatic Painting, INC.pdf

Prepared For

Whitewater Aquatic Center Attn: Kevin Boehm

SUPERIOR ELECTROSTATIC PAINTING, INC.

6202 Fitzgerald Rd
Rockford, IL 61102
Phone: (815) 543-9388
Email: asuperior815@gmail.com
Fax: (815) 963-6757
Web: a1superior.com

Estimate # 84
Date 02/24/2024

| Description | Total |
|---|--------------------|
| Lockers (full size painted inside and out) Men's Locker Room | \$1,125.00 |
| Lockers (1/2 size painted inside and out) | \$3,120.00 |
| Lockers (full size painted inside and out) Womens Locker Room | \$1,050.00 |
| Lockers (1/2 size painted inside and out) | \$3,280.00 |
| Lockers (X Large 24x72x18 painted inside and out) Family Locker Room | \$1,500.00 |
| Door Frames (Repair and paint) | \$5,000.00 |
| Subtotal | \$15,075.00 |
| Total | \$15,075.00 |

Notes:

RE: Door Frames This would include cutting bottom 8 inches of frame out and replacing with new. Then paint whole frame.

Whitewater Aquatic Center Attn: Kevin Boehm

From: [Dave Kroening](#)
To: [Kevin Boehm](#); [Dave Kroening](#)
Subject: Quote
Date: Friday, February 23, 2024 9:35:46 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Kevin,

Thank you for the opportunity to bid on this job.

City of Whitewater:

| | |
|---|------------|
| 29 full size lockers will be spot sanded, cleaned, spot primed, & painted [interior & exterior] @ \$ 85.00 per locker | \$ 2465.00 |
|---|------------|

| | |
|--|------------|
| 160 half size lockers will be spot sanded, cleaned, spot primed, & painted [interior & exterior] @ \$ 40.00 per locker | \$ 6400.00 |
|--|------------|

| | |
|-------------|------------|
| Total Cost: | \$ 8865.00 |
|-------------|------------|

Lockers would need to be emptied and unlocked.

Please call Dave with any questions. His cell phone number is 414-588-8220.

Thank You,
 Lisa Kroening

~~~~~  
*We Thank you for choosing D.K.'s Electrostatic Painting !*  
*Phone us today - (262) 695-9154*

About us:

**D.K.'S Electrostatic Painting LLC** will provide you with the high-quality results you're looking for at reduced costs. In addition to our high quality workmanship, you can be assured that we will be on time and the projects will be finished in a timely manner. We've been using our advanced electrostatic painting process for over 37 years. Thank you.

Please Visit our Web Site for more information:

[www.dkselectrostaticpainting.com](http://www.dkselectrostaticpainting.com)

[www.linkedin.com/pub/dave-kroening/65/5a2/365/](http://www.linkedin.com/pub/dave-kroening/65/5a2/365/)

**American Office Services, Inc.**

30257 Clemens Rd Ste C  
Westlake, OH 44145  
(440)899-6888  
scott@americanofficeservices.com

**Item 7.**

## Proposal

|                              |                              |           |   |            |            |
|------------------------------|------------------------------|-----------|---|------------|------------|
| ADDRESS                      | SHIP TO                      | SHIP VIA  | * | PROPOSAL   | 2023-2058  |
| Dan Buckingham               | Dan Buckingham               | TRACKING# | * | DATE       | 09/08/2023 |
| Whitewater Aquatic & Fitness | Whitewater Aquatic & Fitness |           |   | EXPIRATION | 03/31/2024 |
| Center                       | Center                       |           |   | DATE       |            |
| 580 S Elizabeth St           | 580 S Elizabeth St           |           |   |            |            |
| Whitewater, WI 53190         | Whitewater, WI 53190         |           |   |            |            |

|             |           |
|-------------|-----------|
| P.O. NUMBER | SALES REP |
| *           | VM-MS     |

| DESCRIPTION                                                                                                                                    | QTY | RATE   | AMOUNT   |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|----------|
| All necessary labor and materials associated with the on-site electrostatic painting, on all interior and exterior surfaces, of the following: |     |        |          |
| FAMILY LOCKER ROOM                                                                                                                             |     |        |          |
| (15) single tier 24 x 18 x 72 lockers                                                                                                          | 15  | 145.00 | 2,175.00 |
| MENS AND WOMENS LOCKER ROOM                                                                                                                    |     |        |          |
| (162) double tier locker openings                                                                                                              | 162 | 45.00  | 7,290.00 |
| (39) single tier 12 x 15 x 72 lockers                                                                                                          | 39  | 89.00  | 3,471.00 |
| (1) Spray out panel for color approval.                                                                                                        | 1   | 55.00  | 55.00    |

- Pricing is based on painting the quantity and size of lockers as listed in the scope of work above.
- Any additional lockers will be invoiced at a rate commensurate with the pricing of this estimate.
- Any variation in locker size or style will require a revised estimate.

\*\* Note that this quote is for painting only; we have reached out to our parts department for availability of replacement durable plastic locker bottoms, which we recommend for rusted surfaces. We will send an updated quote including those as soon as possible.

GALLERY: <https://www.americanofficeservices.com/gallery>

SOCIAL MEDIA: <https://www.facebook.com/AmericanOfficeServices/>

### ELECTROSTATIC REFINISHING SPECIFICATIONS FOR LOCKERS

1. Surfaces to be electrostatically refinished shall be lightly sanded using a suitable abrasive, if needed.
2. All exterior surface mount handles, locks, knobs, or any surface not to be refinished will be masked, utilizing masking tape, ensuring that no paint will be



applied to these surfaces. Interior coat hooks will be painted, not masked.

3. Sufficient area around the lockers will be masked off prior to painting. This will ensure protection of floors, walls, and any other adjoining areas from inadvertent over-spray.

4. Either a high-performance, two-component epoxy paint or a single component low VOC enamel (Sumter Coatings or Sherwin Williams Industrial Enamel), specifically formulated for electrostatic painting shall be utilized. Paint finish will be semi-gloss, as recommended by the paint manufacturer.

5. For color choices see Sumter Coatings Electrostatic Color Card [http://www.sumtercoatings.com/assets/pdfs/color-cards/Nu\\_Charge\\_It\\_Color\\_Card\\_2013.pdf](http://www.sumtercoatings.com/assets/pdfs/color-cards/Nu_Charge_It_Color_Card_2013.pdf). AOS can also match any color not on the color chart.

6. Following the paint manufacturer's recommended surface preparation, all lockers shall be electrostatically refinished on all interior and exterior locker surfaces, including door edges, with one of the two paint types referenced above.

7. Paint applied shall be smooth, non-textured, and 2 mils in thickness.

8. Application of paint shall be through the Ransburg Number 2 Process Hand-Gun from Ransburg Electrostatic Equipment Company. This process significantly reduces any mist or over spray on anything other than the substrate being refinished. Suitable ground-to-building connection shall be secured to ensure proper wrap of coating material so that the corners and undersides or otherwise inaccessible areas are covered.

9. Lockers that have been previously repainted, either by electrostatic process, brush, rolled or other methods not listed, are not guaranteed. Please note, this does not apply to projects where the lockers are the original factory finish. Following completion and acceptance, AOS will issue our standard one-year warranty statement which will start at the time of acceptance.

10. Metallic colors are not available.

11. Pricing structure is based on electrostatically painting the lockers in a neutral-based color from the Sumter Coatings NuCharge It Electrostatic Coatings color chart. Premium colors (shades of white, purple, yellow, orange, red, and burgundy ) are subject to an additional charge of \$5 per locker (if painting exteriors only). Additional amount for painting both interior and exterior. Premium color fees may be competitively discounted or waived on certain projects.

12. A lab fee charge of \$115 for any color needing to be matched by Sumter Coatings. Spray out samples are \$55 each; the cost of one spray out is included in the quote.

13. Proposal is based on a single color unless otherwise specified in the quote. Additional colors are subject to a \$195 materials fee per color.

14. Our crews must have access to the project site seven days a week for consecutive days until completion of the project. This must include weekends and possibly overnight hours.

15. Shop drawings will not be supplied.

16. American Office Services, Inc. is a Lead-Safe EPA Certified Firm. Our Certificate NAT-25896-1 can be viewed at <https://americanofficeservices.com/lead-safe-certified>

17. This Proposal is subject to AOSs standard contractual agreement, which will

incorporate this Proposal by reference. The standard contract will be provided to you upon agreement to financial terms between the parties. AOS will not be bound by the terms of this Proposal until AOS standard contract is executed by AOS and you.

**\*\*A 4% TRANSACTION FEE WILL BE ADDED TO ALL PAYMENTS MADE BY CREDIT CARD.**

#### PROJECT REQUIREMENTS

A. If, after a project has commenced, the client decides to cancel or withdraw from the project, or reduces any aspect of the scope of the project, a materials fee will be assessed by AOS for expenses incurred to fulfill the original project scope.

B. If painting is interrupted or suspended by the client after painting or any prep work has commenced, a daily fee will be assessed by AOS for extended time on the job site.

---

|          |                    |
|----------|--------------------|
| SUBTOTAL | 12,991.00          |
| TAX      | 0.00               |
| <hr/>    |                    |
| TOTAL    | <b>\$12,991.00</b> |

Accepted By

Accepted Date



## Park Board Agenda Item

|                                     |                                                                                                    |
|-------------------------------------|----------------------------------------------------------------------------------------------------|
| Meeting Date:                       | March 20, 2024                                                                                     |
| Agenda Item:                        | Locker Room floor refinishing                                                                      |
| Staff Contact (name, email, phone): | Kevin Boehm, <a href="mailto:kboehm@whitewater-wi.gov">kboehm@whitewater-wi.gov</a> , 262-473-0122 |

### BACKGROUND

(Enter the who, what when, where, why)

The tile in the locker rooms at the WAFC needs to be replaced due to loose, missing and severely stained tile. 4 vendors were contacted and asked to provide pricing. TSR Concrete Coatings provided a price of \$35,938.00 and Certa Pro Painters provided a price of \$59,881.03.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

### FINANCIAL IMPACT

(If none, state N/A)

\$35,938.00 from WAFC capital equipment budget

### STAFF RECOMMENDATION

I recommend purchasing the services from TSR Concrete Coatings for \$35,938.00.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. TSR Concrete Coatings.pdf
2. Certa Pro Painters.pdf

JOB SITE

City of Whitewater - Comm-Int - JOB-1389-1984

580 S Elizabeth St  
Whitewater, Wisconsin 53190  
(262) 473-0122  
kboehm@whitewater-wi.gov

PREPARED BY

Kevin Klein  
Commercial Sales Associate  
414-507-1564  
kklein@certapro.com



CLIENT

City of Whitewater

580 Elizabeth Street  
Whitewater, WI 53190

(262) 473-0122  
kboehm@whitewater-wi.gov

CLIENT CONTACTS

Kevin Boehm  
M: (262) 473-0122  
E: kboehm@whitewater-wi.gov

PRICING:

|                  |                    |
|------------------|--------------------|
| Base Price:      | \$59,881.03        |
| <b>Subtotal:</b> | <b>\$59,881.03</b> |
| <b>Total:</b>    | <b>\$59,881.03</b> |
| Deposits Due     | \$19,940.38        |
| <b>Balance</b>   | <b>\$39,940.65</b> |

GENERAL SCOPE OF WORK

For the prices listed below, CertaPro Painters™ of Milwaukee | Waukesha | Madison | Rockford will furnish all equipment, material, and labor to perform the following scope of work:

**RE: Men, Woman's, and Family locker rooms (Based on 2120 Square Feet and 690 Lineal Feet 6" Base**

- Remove all loose and unsound floor tile and base tile.
- Mechanically prep existing remaining sound tile surface to create a rough, tenacious bond.
- Saw-cut and key along adjacent flooring and around drains to lock in finished floor.
- Install new 6" cove base terminated by non-rusting zinc termination strip around perimeter of rooms.
- Install Sika Master Builders SRS Quartz Flooring System designed for going over tile @ approx. 3/16" thickness and per manufacturer's installation instructions.

**Total Project Cost: \$59,885.00**

Project Notes:

33% down payment required prior to mobilization, remainder upon completion.

Condition Notes:

1. Power, water, lighting, and dumpster to be provided by Owner.
2. Owner must stop all leaks (water, oil, etc.).
3. Work area must be clear of all moveable equipment, materials, etc., and kept free of all traffic until three (3) hours after work is complete, unless otherwise communicated.
4. Floor will follow existing contour unless otherwise indicated.
5. Weekend and holiday installation may require overtime labor costs.
6. Price includes either acid or mechanical preparation and does not reflect special removal procedures required for curing membranes.
7. Foodstuffs contaminated by product odor during floor installation are not the responsibility of contractor.
8. It is the Owner's responsibility to guarantee that all materials delivered to the job site must be stored in a dry, warm (65°F) location.
9. The heating and ventilation system must be installed for a minimum of two weeks prior to our arrival.
10. This contractor cannot be responsible for hydrostatic or vapor pressure above 3 psi.
11. Any alterations or deviation from the above specifications involving extra materials or labor will become an extra charge over and above the proposed price and will add time to the work period.
12. All materials on site are the property of the Owner for insurance and billing purposes.
13. Contractor cannot be responsible for Owner's possessions on the job site.
14. There will be a 1 1/2% monthly charge on any unpaid balances. Any costs incurred by this contractor in collecting due payments, including reasonable attorney's fees, will be paid by the Owner.
15. The contractor will not be held responsible for any delay in the progress of the work by extras, strikes, accidents or other delays beyond our control.
16. If a textured finish is requested, it must be cleaned by conventional brush or power washing, not mopping.
17. Area to be broom-swept by others upon our arrival.

All material is guaranteed to be as specified. The above-described work will be in accordance with the drawings and specifications submitted for the project and completed in a workmanlike manner.

This proposal may be withdrawn if not accepted within 30 days.

Lockers will be powder coated before we arrive for flooring. Cover and protect newly painted lockers.

INCLUDES AND EXCLUDES

EXCLUDES:

- Any surface not expressly listed or included in the proposal.

SET-UP

CUSTOMER TO:

Allow clear access to work areas.

CERTAPRO WILL COVER & PROTECT

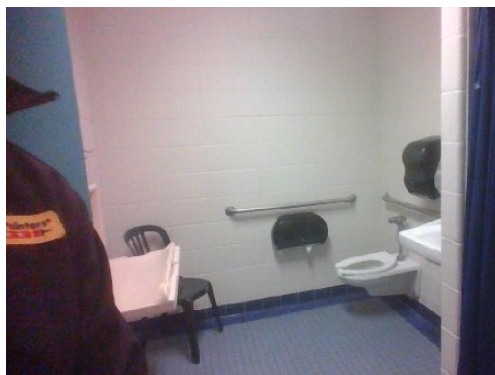
Surfaces Not to be Painted

CERTAPRO WILL

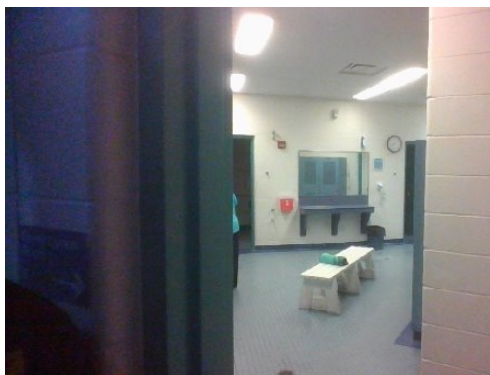
Maintain a clean work area for the duration of the project. , Remove and return light switch plates and outlet covers once painting is complete.

PROPOSAL AND COLOR SPECIFICATIONS

| Surface/Item                | Product | Paint / Primer Coats | Color |
|-----------------------------|---------|----------------------|-------|
| Family room                 |         |                      |       |
| mens and womens lockers     |         |                      |       |
| Polyurea Floor - 1/4" Flake |         |                      |       |



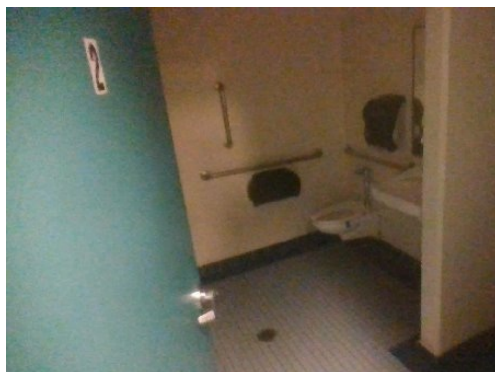
Family room



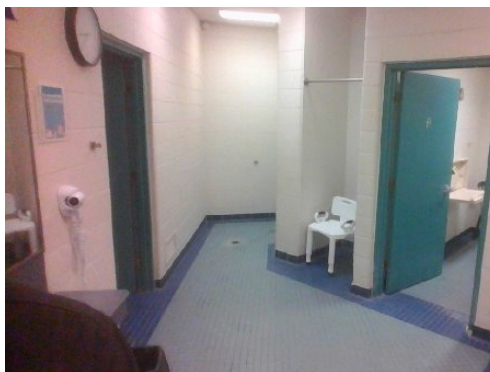
Family room



Family room



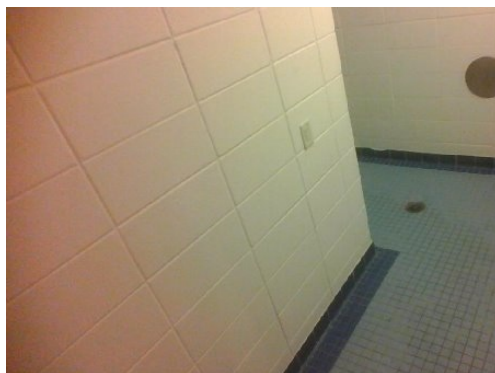
Family room



Family room



mens and womens lockers



mens and womens lockers

## NOTES

### Surface Preparation:

It is standard practice to repair minor nail holes, typically under 1/4", on walls and ceilings prior to painting. If you would like any wall or ceiling blemishes, cracks, nail pops, tape failures, larger holes or texture spots repaired, this is considered above standard surface preparation. We can perform these repairs at a time and material (T&M) rate of \$80/man hour, unless stated otherwise on this contract. Please note, all material is marked up to cover our collateral costs.

If T&M work is being done as the only service provided of the contract, all labor will be charged as "port to port", or from when our worker(s) leaves the shop to the when our worker(s) returns to the shop.

### Pre-Job Preparation:

In order to ensure the efficient completion of your project, we require that the customer be responsible for moving ALL furniture, objects, items or personal property away from or off of the surfaces being painted prior to our arrival on site. Failure to do so may result in additional charges and/or a delay in the start of the project. Any additional charges would be billed at an hourly rate of \$80/man hour.

### 3rd Coats of Paint:

There are certain paint colors (especially bold, deep colors) that require more than two (2) coats of paint to achieve proper coverage. At the time of the estimate, CertaPro Painters does not know what a customer's final color choice will be, therefore, should a customer select one of these hard to cover colors, CertaPro Painters reserves the right to amend the proposal to include the additional labor and materials needed to achieve proper coverage.

## ADDITIONAL NOTES

### Safety:

CertaPro Painters requires and practices safe working conditions for our customers and staff. CertaPro Painters practices the following safety procedures; including but not limited to: Occupational Safety & Health Administration (OSHA), Environmental Protection Agency (EPA), & Department of Health Services (DHS). In the event you ever witness a CertaPro Painters crew member not following safe practices please immediately call 414-364-0455.

Payment Methods:

We accept checks and credit cards. The credit cards we accept are Visa & MasterCard. There is a 3% convenience fee per credit card payment. If paying with a check, please make it out to "CertaPro Painters" and provide to the Job Site Supervisor assigned to your project. If paying with a credit card, please complete the credit card authorization form and provide to the

Item 8.

Site Supervisor.

Payment Terms:

- **\$0-\$4,999:** No deposit required -- balance due upon completion
- **\$5,000-\$49,999:** 1/3 down payment -- balance due upon completion
- **\$50,000+:** 1/3 down payment -- 1/3 due upon 50% completion -- balance due upon completion (Net payment terms available, subject to credit approval)

SIGNATURES

CertaPro Painters Authorized Signature

Date

Authorized Client Signature

Date

Authorized Client Representative Name & Title

Client

PROPERTY PHOTO AND VIDEO RELEASE

☐ By checking this box, I consent to CertaPro Painters®, its employees, franchisees, representatives, agents, and affiliates (collectively "CertaPro"), taking photographs and video of the property identified in this Proposal (the "Content"). I irrevocably authorize CertaPro to use, copyright, and publish the Content in any media format and agree to release CertaPro from any liability associated with its use of the Content. I represent and warrant that I have the legal capacity to agree to such release, either on my own behalf or on behalf of the property's owner. I acknowledge CertaPro is not responsible for any unauthorized third-party uses of the Content and waive any rights that I, or the property's owner, may have in connection with the Content.

Customer Initials

Date

PAYMENT DETAILS

Payment is due: In full upon job completion

THE CERTAINTY PLEDGE®

Schedule & Routine

- us and tsr. will be bidding.
- Completed by 2024. remove tila and install. option.

Site

- Door 11 park near that area.
- Next to fainy room- utility closet. USe our trailers for power.

Ongoing Communication

- Emnail is best,

LIEN NOTICE: AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT (ALSO DESCRIBED HEREIN AS "SELLER") HEREBY NOTIFIES OWNER (ALSO DESCRIBED HEREIN AS "BUYER") THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS 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 CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

SUB-CONTRACTORS -- The contracting party (CertaPro Painters™) reserves the right to engage and utilize subcontractors for the fulfillment of obligations outlined within this agreement. The engagement of subcontractors shall be subject to the contracting party's sole discretion and shall not absolve the contracting party from its primary responsibilities under this agreement. The contracting party shall remain fully accountable for the actions, performance, and deliverables of any subcontractor employed. The contracting party shall ensure that subcontractors adhere to the terms, conditions, and quality standards set forth in this agreement.

LIFT EQUIPMENT -- CertaPro Painters may utilize lift equipment during the project and shall not be held responsible for minor damages to the landscape resulting from its use. Minor damages may include, but are not limited to, superficial marks, temporary imprints or minimal disruptions. CertaPro Painters shall, however, take reasonable precautions to minimize such damages to the extent possible.

MARKETING DISCLOSURE -- CertaPro Painters™ will, at times, use comments and pictures of customers' homes for marketing purposes such as, but not limited to, Facebook, LinkedIn, Instagram, other social media apps, websites, printed material and other marketing material. If you would like to opt out, please inform your estimator to note so in the contract.

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP -- The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS -- Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS -- Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL -- This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU DO NOT MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO THE SELLER.

Name of Seller **CertaPro Painters™ of Milwaukee | Waukesha | Madison | Rockford**

DATE OF TRANSACTION \_\_\_\_\_  
NOT LATER THAN MIDNIGHT OF \_\_\_\_\_

*Item 8.*

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

#### LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
  - mill-glazing from smooth cedar
  - ordinary wear and tear.
  - abnormal use or misuse.
  - peeling of layers of paint existing prior to the work performed by the Contractor.
  - structural defects.
  - settling or movement.
  - moisture content of the substrate.
  - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
  - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.

**CONTRACT****Prepared for:**

Daniel Buckingham  
580 S Elizabeth St  
Whitewater, WI 53190  
dbuckingham@whitewater-wi.gov  
(920) 723-2317

**September 20, 2023****No. 58000**

TSR - Milwaukee | David Dornfeld  
W141N9310 Fountain Blvd, Menomonee Falls, Wisconsin 53051  
P: (844) 263-9356 | david.dornfeld@tsrconcretecoatings.com  
www.tsrconcretecoatings.com

**CONCRETE COATING PURCHASE AGREEMENT**

|                                                                            |            |
|----------------------------------------------------------------------------|------------|
| Diamond Profile for Permanent Adhesion                                     | ✓ Included |
| Diamond Profile Cracks and Imperfections to Prepare for Mender Application | ✓ Included |
| Apply 2 Part Mender Crack and Pit Repair & Diamond Profile Smooth          | ✓ Included |
| Apply Polyurea Basecoat Evenly to Surface                                  | ✓ Included |
| Broadcast Generous Amounts of Acrylic Chip                                 | ✓ Included |
| Remove Excess Media Broadcast by Scraping                                  | ✓ Included |
| Apply Polyaspartic Top Coat                                                | ✓ Included |

**Warranty Does Not Cover the Following:**

**Cracking-Crumbling-Iron Oxide Penetration-Hydro Static Water Pressure-Corrosive Liquids or Solids**  
Not Warranted

**WE DO NOT CHANGE THE PITCH OF THE CONCRETE OR LEVEL IT IN ANY CIRCUMSTANCE**

Understands

**\*\*Disclaimer\*\***

Any and all hard surface flooring should be considered slippery when wet. Always use caution and common sense

**Additions, Notes, Special Instructions:**

It is the responsibility of the homeowner or property manager to remove all personal items from the project area. We are grinding concrete with metal diamond blades which can in some instances create dust depending on the softness of concrete. If you want an area taped off with plastic do so prior to our install.



## WARRANTY

Item 8.

Your Warranty for this Project: Residential Limited Lifetime Warranty

The Revamp Concrete Coating system is warranted against chipping, peeling, delamination, and UV stability. Non-concrete surfaces (such as wood joints, steps, etc.) are not covered by the warranty. Substrate failure, including cracks, sinking concrete, or future substrate failure are not covered by the warranty. Damage to the coating including corrosion, iron oxide penetration (rust) or solid/liquid corrosive chemicals (gas/brake klean/ammonia) are not covered by the warranty

## COLORS

CUSTOMER is responsible for all Color Selections and will be specified as to color and location as noted below per included area. Customer is made aware the coating system, unless specifically noted otherwise, will have a GLOSS FINISH. Color changes after confirmation could cause project delays and are subject to additional charges.

## TEXTURE

Any surface can be slippery, especially when wet with any fluid Revamp branded companies provide a non-porous finish that could result in temporary standing water/fluid and can become slippery when wet. Further, any surface can sweat or condensate when the slab temperature is cooler than the warm air around it. Our coating system provides a layer of insulation, which may help with sweating, but will NOT eliminate it. It is advised that slip resistant additives be applied to any coating system where this is a concern. Each area to be coated is noted with the texture choice of the customer based on sample options provided prior to entering this agreement. Floor texture options are as follows:

NONE: no additional texture

Tek Grip 4oz: generally used for sidewalks and exterior projects

Tek Grip 8oz: generally used for pool decks

In no event shall Revamp branded companies be responsible for injury incurred by a slip or fall situation. It is the purchaser's sole responsibility to provide for their own safety and the safety of their guests. While slip resistant additives can assist with slip/fall prevention, there is no guarantee that someone will not slip while walking on coated areas. Revamp branded companies assume no responsibility for slip-fall accidents. Future updates to this floor project to alter texture and/or slip resistance are subject to an additional cost to the customer.

## SUBSTRATE FAILURE / CRACK REPAIR

Revamp branded companies uses a proprietary concrete mender system to fill/repair existing cracks. However, future settling, stress, expansion, and contraction can cause cracks to return. Customer acknowledges that substrate failure (including cracks) is NOT COVERED BY THE WARRANTY.

## MOISTURE STOP DISCLAIMER

Some projects require the use of special chemical preparation related to moisture detected at the time of initial inspection by your Revamp branded companies representative. Your representative has tested and made a reasonable determination on the necessity such chemical preparation and your contract reflects this determination. In some instances, unforeseen moisture may be detected at the time of installation that may cause delays or the need for chemical preparation. In the event of unforeseen moisture or a determination that specialty preparation is needed, customer will be notified of any additional cost. Disclaimer: the use of additional chemical preparation may cause delays of installation beyond the control of Revamp branded companies. Even when chemical preparation is included, Revamp branded companies does not warrant against standing water, sweating/condensation, or water intrusion.

## START DATES

Revamp branded companies does not expressly state or imply job start or duration dates.

## OBSTRUCTION REMOVAL

It is the responsibility of the CUSTOMER to remove any obstructions from the working area prior to the scheduled date of installation. Revamp branded companies is NOT responsible for removal of obstructions. Failure to remove all obstructions from working areas may cause delays and is subject to additional charges.

## DUST PROTECTION

Revamp branded companies uses industrial grade equipment and vacuum systems that collect most dust created during the installation process. However, some dust will escape and could be deposited in the working and adjacent area. It is the responsibility of the CUSTOMER remove and/or protect any items (i.e. wall decorations, electronics, cabinets, shelving, etc.) prior to the installation of your coating system. STANDING WATER / CONDENSATION / WATER INTRUSION / RUST STAINS Standing water, sweating, condensation, leaks, water intrusion, and/or rust staining of any kind is NOT COVERED BY ANY Revamp branding companies.

## **SURFACE IMPERFECTIONS**

Revamp branded companies will utilize its best efforts to prepare the surface for application. Revamp branded companies does not level or grade surfaces. Application of coating may not alter or eliminate existing surface imperfections, including, but not limited to, high/ low spots that may result in standing water. There is no expressed or implied guarantee that surface imperfections will be completely hidden by the coating process.

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## **VERTICAL COATING**

Vertical surface coating is for decorative purposes only. Revamp branded companies does not sand, grind, fill or make repairs to vertical surfaces. Pre-existing imperfections may be visible. The coating system applied to vertical surfaces may appear different than horizontal surfaces. Vertical coating can be rough and/or sharp to the touch. Please use caution when touching coated vertical surfaces.

## **RETURN TO USE**

Many variables can affect the drying and full cure times for your Revamp branded companies system. Return to use timeframes are as follows unless explicitly noted otherwise:

12 hours after completion: light foot traffic may resume.

24 hours after completion: lightweight items may be returned to the space. (i.e. - boxes or items that can be set into place)

48 hours after completion: return to full use. (i.e. - vehicle traffic, heavy items such as tool boxes, appliances, etc.)

Revamp branded companies is NOT responsible for damages caused by premature use of the coated surface outside of these guidelines.

Customer agrees to WARRANTY, COLOR, TEXTURE, SUBSTRATE FAILURE/CRACK REPAIR, MOISTURE STOP DISCLAIMER, START DATES, OBSTRUCTION REMOVAL, DUST PROTECTION, STANDING WATER / CONDENSATION / WATER INTRUSION / RUST STAINS, SURFACE IMPERFECTIONS, VERTICAL COATING, and RETURN TO USE notes as stated above.

## **TERMS & CONDITIONS**

Revamp branded companies is licensed and insured. Executed in Duplicate, one copy of which was delivered to, and Customer hereby acknowledges receipt. This is not an "Estimate" or "Application for Credit".

There are no promises, agreements, nor understandings not expressed in this proposal, and this writing constitutes the entire agreement. This is a legal binding contract.

### **Delay/Unknown Conditions:**

Events beyond the control of Contractor (Revamp branded companies) such as Acts of God, labor strikes, inclement weather, Buyers inability to qualify for or obtain financing, or other events resulting in delays in performance of this Agreement do not constitute abandonment and are not included in calculating time frames for performance by contractor. In the event the Contractor determines that the parties cannot perform this Agreement as intended, for example, unforeseen structural defects, unforeseen circumstances that may be detrimental to the coating process (including, but not limited to, moisture readings, concrete deterioration, substrate failure), pre-existing conditions to the Buyer's property, or incorrect pricing, the Contractor may cancel this Agreement. The Buyer will be notified of such cancellation in writing and return all monies paid by the Buyer. The Contractor (Revamp branded companies) and the Buyer(s) have determined that a definite start or completion date is not of the essence in this Agreement. Revamp branded companies does not state or imply job start or duration dates.

### **Cancellation:**

The Customer understands that they may cancel this contract without obligation with 3 business days following its execution. AFTER THREE BUSINESS DAYS, THE DOWN PAYMENT IS NONREFUNDABLE.

Revamp branded companies is licensed and insured. Executed in Duplicate, one copy of which was delivered to, and Customer hereby acknowledges receipt. This is not an "Estimate" or "Application for Credit". The customer understands that Revamp branded companies may incur substantial costs for administrative costs, material costs, re-measuring, labor, manufacturing and/or installation of products ordered. This contract is binding upon the Customer and Revamp branded companies before installation of the product ordered. If Customer does not make goods available to contractor (Revamp branded companies) and contractor (Revamp branded companies) does not pick them up within 20 days of the date the Customer notice of cancellation, Customer may retain or dispose of the goods without further obligation. If Customer fails to make goods available to contractor (Revamp branded companies), or if Customer agrees to return the goods to contractor (Revamp branded companies) and fails to do so, then Customer remains liable for performance of Customer's obligations under the contract. To cancel this transaction, mail or deliver a signed and dated cancellation notice (or any other written notice), to: Revamp branded companies 205 Evergreen Drive Lena, IL 61048.

### **Liens / Security Interest:**

The Customer is notified pursuant to state law that Revamp branded companies has the right to file a mechanic's lien on the above-mentioned residence if Revamp branded companies is not paid in full. The amount of the mechanic's lien under state law includes the unpaid balance of the contract plus statutory interest and attorney's fees.

### **Late Payment Fees / Legal Actions:**

## Evolution Flake

Item 8.



### Evolution Flake

**Quantity**

1

**Measurement**

530 (Sq Ft.)

**Notes**

Sq ft:  
Project:  
Color:  
Condition:  
Verticals:  
Stitches:

Notes:

**Color**

TBD

**Concrete Condition**

Fair

**Area**

Commercial

**Warranty**

5-Year Commercial Warranty

**Texture**

6 oz per gallon pool deck Tek Grip

**Concrete Stitches**

Declines Concrete Stitches

**Ballistix**

Declines Ballistix Resistance

**Projected Start Date**

00

**Projected End Date**

00

## Basement Coating

**Quantity**

1

Basement Coating

## Ballistix Slip-Resistance

**Quantity**

1

Ballistix Slip-Resistance

## Mender

**Quantity**

100

Concrete Repair

## Discounts

### 60% Off Installation



#### Discount

15.00%

## Pricing

|                     |                    |
|---------------------|--------------------|
| Subtotal:           | \$28,020.70        |
| Discount:           | \$4,203.11         |
| <b>Grand Total:</b> | <b>\$23,817.59</b> |
| Deposit Amount:     | \$9,527.03         |
| Balance Due:        | \$14,290.56        |

All promos and discounts have been applied

Payment due in full at completion of project

Projects cancelled/rescheduled without 14 day notice will be charged \$500 and will not be rescheduled until paid

Please initial next to the following statements to indicate that you have read, understand, and agree to them:

ReVamp Branded Companies do not level, pitch or grade concrete surfaces. \_\_\_\_\_

ReVamp Branded Companies do not prevent lime/calcium/mineral deposit or rust from (re)surfacing. \_\_\_\_\_

ReVamp Branded Companies have a walkaway/mobilization fee of \$350.00. This fee will be charged in the event a crew cannot perform the scope of work. \_\_\_\_\_

ReVamp Branded Companies do not repair or mend any vertical surface or stem walls \_\_\_\_\_

ReVamp Branded Companies do not coat, repair, or mend any control/expansion joints as they are considered industry standard structural members of the substrate. \_\_\_\_\_

I agree that the payment method used for my deposit payment may be securely kept on file to process the final payment for the remaining balance due immediately upon job completion. I understand that it is recommended that I, or someone else that I designate, be present at the job site upon completion to inspect and ensure everything is completed to my satisfaction. If nobody is present upon job completion, payment will still be processed for the remaining balance. \_\_\_\_\_

X

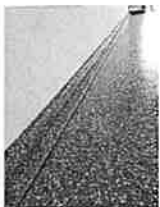
Daniel Buckingham

X

Company Authorized Signature

Vertical Coating

Item 8.



Quantity  
100

Vertical Coatings

Price: ~~\$8,059.70~~ \$6,850.74

Upon completion of the work to be performed under this Agreement, interest on any unpaid balance shall accrue at a simple rate of 2% per month. In addition, in the event that Revamp branded companies files a legal action to collect amounts owed in connection with this Agreement and is successful in such an action, the customer shall pay Revamp branded companies, in addition to the judgment the customer may be called upon to pay, the amount of the attorney's fees, as well as court costs of collection incurred by Revamp branded companies in connection with the action. Interest on such judgment and associated fees and costs shall accrue at a simple rate of 2% per month from the date of such judgment.

Item 8.

#### **Arbitration of Disputes:**

Contractor (Revamp branded companies) and Buyer(s) agree that any and all disputes, claims or controversies (hereafter referred to as a "Claim") arising under or relating to this Agreement and any related documents, loans, security instruments accounts or notes, including by way of example and not as a limitation: (I) the relationships resulting from this Agreement and the transactions arising as a result thereof; (II) the terms of this Agreement; or (III) the validity of this Agreement or the validity or enforceability of this arbitration agreement, shall be subject to binding arbitration to be determined by one arbitrator, in accordance with and pursuant to the then prevailing rules and procedures of the Commercial Rules of the American Arbitration Association, to be held and arbitrated in the judicial district in which the contractor's corporate office resides. As of the writing of this Agreement, Contractor currently resides at 205 Evergreen Drive Lena, IL 61048. The Buyer(s) agree that they will not assert a Claim on behalf of, or as a member of, any group or class. The findings of the arbitrator shall be final and binding on all parties to this Agreement, and may include an award of costs and legal fees. Such fees and costs will be awarded on any judgment in favor of the Contractor. This Agreement to Arbitrate, and any award, finding or verdict of or from the arbitration, will be specifically enforceable under the prevailing law of any court having jurisdiction. The party asserting the Claim with the other party to this Agreement and with the American Arbitration Association will file notice of the demand for arbitration. The demand shall be made within a reasonable time after the Claim in question has arisen, and in no event shall any such demand be made after the date when the institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. Any Arbitration brought under this Agreement, and any award, finding or verdict of or from such proceedings shall remain confidential between the parties and shall not be made public. Both Buyer(s) and Contractor are hereby agreeing to choose arbitration, rather than litigation or some other means of dispute resolution, to address their grievances or alleged grievances. The parties believe this will allow a faster and more cost-effective method of addressing a Claim. By entering into this Agreement and this arbitration provision, both parties agree to relinquish their right to have any dispute decided in a court of law before a jury, and instead are accepting the use of arbitration, other than as set forth immediately below. Notwithstanding anything herein to the contrary, Contractor retains the option to use judicial or non-judicial relief to enforce the monetary obligation represented by this Agreement. Such judicial relief would take the form of a lawsuit. The institution and maintenance of such an action for judicial relief in a court to foreclose upon any collateral or to enforce or collect upon a monetary debt or judgment shall not constitute a waiver of the right of any party to compel arbitration of any Claim subject to arbitration in this Agreement, including the filing of a counterclaim by Buyer(s) in a suit brought by Contractor pursuant to this arbitration provision.

Revamp branded companies will provide to the Customer all written product warranties on materials after installation.

Revamp branded companies and Customer agree that all implied warranties including, without limitations, warranties of habitability, fitness for a particular purpose and merchantability are hereby excluded and there are no warranties of representations which extend beyond those expressly set forth in this agreement.

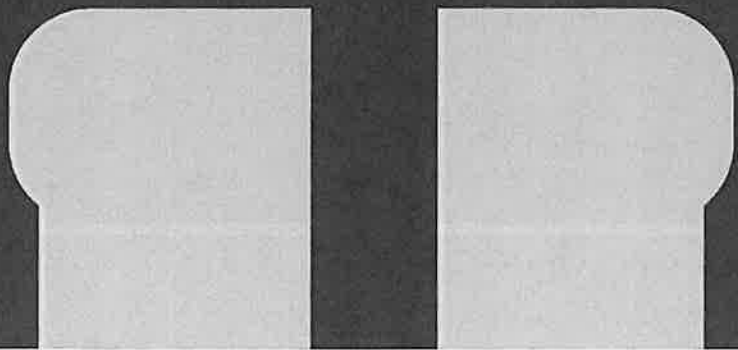
Revamp branded companies warrants workmanship (Labor) for twelve (12) months after the date of completion and will remedy substantial defects without charge to the Customer, upon written notice from Customer with such period. Beyond the first year, a mobilization charges deductible equal to no greater than ten percent of the contract price may be charged per occurrence.

Repairs to damaged coating will be at the Customer's expense if such damage is caused by structural defects, settling, severe structural cracks, acts of providence, customer negligence, intentional/ unintentional actions, accidental damage, damage caused by animals wild or domesticated and also within incidents on which an insured individuals or uninsured individuals were at fault. ReVamp branded companies shall not be liable for, in any respect, any damage to the building or its contents, or any consequential damage resulting therefrom. Alterations to coated surfaces, natural disasters, acts of God... ie. Hurricanes, tropical storms, named/ unnamed storms, coastal flooding, etc...

Revamp branded companies does not warranty damaged cause by individuals who are not listed on the home owners policy or contractors whom are insured/ lack of proper drainage (standing water), preexisting conditions such as damaged concrete, rust, class action lawsuits, manufacturer's warranty failure, substrate failure, leaks are not covered under the manufacturer's warranty and will cause the warranty to be void.



**\$60**  
*gift* **CARD**



- Limit 1 per customer.
- Must be claimed after installation is complete and project is paid in full.
- Delivered via email only.
- Must be installed by December 31st, 2023

After installation is complete claim your gift card at  
[www.revampcompanies.com/giftcard](http://www.revampcompanies.com/giftcard)

**Gift Card will be delivered via email  
within 45 days after submission.**



## Evolution Flake

Item 8.



### Evolution Flake

#### Quantity

1

#### Measurement

700 (Sq Ft.)

#### Notes

Sq ft:  
Project:  
Color:  
Condition:  
Verticals:  
Stitches:

Notes:

#### Color

TBD

#### Concrete Condition

Fair

#### Area

Commercial

#### Warranty

5-Year Commercial Warranty

#### Texture

6 oz per gallon pool deck Tek Grip

#### Concrete Stitches

Declines Concrete Stitches

#### Ballistix

Declines Ballistix Resistance

#### Projected Start Date

00

#### Projected End Date

00

## Basement Coating



#### Quantity

1

Basement Coating

## Ballistix Slip-Resistance

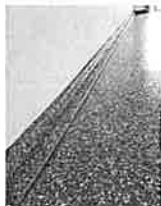


#### Quantity

1

Ballistix Slip-Resistance

## Vertical Coating



#### Quantity

80

Vertical Coatings

**Price:** ~~\$9,893.00~~ \$8,409.05

## Evolution Flake

Item 8.



### Evolution Flake

#### Quantity

1

#### Measurement

700 (Sq Ft.)

#### Notes

Sq ft:  
Project:  
Color:  
Condition:  
Verticals:  
Stitches:

Notes:

#### Color

TBD

#### Concrete Condition

Fair

#### Area

Commercial

#### Warranty

5-Year Commercial Warranty

#### Texture

6 oz per gallon pool deck Tek Grip

#### Concrete Stitches

Declines Concrete Stitches

#### Ballistix

Declines Ballistix Resistance

#### Projected Start Date

00

#### Projected End Date

00

## Basement Coating



#### Quantity

1

Basement Coating

## Ballistix Slip-Resistance



#### Quantity

1

Ballistix Slip-Resistance

## Mender



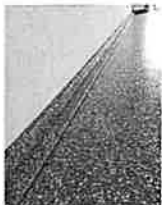
#### Quantity

100

Concrete Repair

Vertical Coating

Item 8.



Quantity  
80

Vertical Coatings

Price: ~~\$10,068.00~~ \$8,557.80

|                                                          |                                                                                             |                                                                                                 |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <b>CITY OF WHITEWATER POLICY</b>                         |                                                                                             | <b>TITLE: RECREATION PROGRAM FEE POLICY</b>                                                     |
| <b>POLICY SOURCE:</b><br>Parks and Recreation Department | Parks and Recreation Board<br>Approval Date: November 5, 2007<br>Revised: February 20, 2024 | <b>TEXT NAME:</b><br>G:\Park & Rec\General Information\Policy\<br>Recreation Program Fee Policy |

### **I. Purpose**

It is the purpose of this policy to provide guidelines necessary to charge a reasonable fee to participants of recreation programs.

### **II. Policy**

It is the policy of the City of Whitewater to open participation in Parks and Recreation Department sports and instructional programs to anyone and charge fees to participants of those programs to meet cost recovery guidelines outlined in this policy. The fees charged to participants of recreation programs shall be established by the Parks and Recreation Department to meet the guidelines provided in this policy.

### **III. Definitions**

1. *Youth* – age 17 and under
2. *Adult* – age 18-54
3. *Senior/Older Adults* – age 55 and older
4. **Special needs** – individuals of all ages who require special accommodations due to physical and/or mental disabilities.
5. *Sports Team* – Compilation of individuals who participate as a group in a designated sport, i.e., basketball, soccer, baseball, flag football, etc.
6. *Administrative costs* – General cost of administering programs such as clerical staff, legal counsel, administrative overhead, payroll and finance functions, capital improvements, etc.
7. *Operating costs* – Costs directly related to the operation of a program. These costs include direct program staff, supplies and services.
8. *Resident* - Any person who lives within the limits of the Whitewater Unified School District.
9. *Non-resident* - Any person who lives outside of the limits of the Whitewater Unified School District.

### **IV. Cost Recovery**

1. Youth instructional and sports programs, as a whole, shall recover 110% of the operating costs of those programs.
2. Adult instructional and sports programs, as a whole, will recover 110% of the operating costs of those programs.
3. Senior programs, as a whole, shall recover 110% of the operating costs of those programs.
4. Drop-In and Special Event programs, as a whole, shall recover 45-55% of the operating costs of those programs thru fees or sponsorships/donations.

5. Contractual program fees will be set-up to recover the administrative costs of the City and adequately reimburse the contractual provider.
6. Programs operated jointly with another municipal department will not charge a non-resident fee to participants from that community.

## **V. Fees**

1. User fees will be charged through team entry fees, individual fees, and/or user fees.
2. All youth and adult program participants requesting to register after the deadline will be accepted if available spots remain in the program and a late processing fee of \$10.00 is paid. Exception: All adult sports teams requesting to register after the deadline will be accepted if the team meets the league criteria and a late processing fee of \$25.00 is paid.
3. All program fees will be established based on the cost recovery guidelines and will be reported out to the Parks and Recreation Board on a quarterly basis.
4. Participants having financial difficulties may apply for fee assistance as outlined in the Recreation Sunshine Fund Program (Financial Assistance Program).
5. All non-residents as defined in Article III will be charged an additional 25% fee on top of the resident rate of participating in a program.

## **VI. Falsification of Information**

The registrant will be removed from all registered programs and all fees will be forfeited if the registrant falsified information on a registration form.

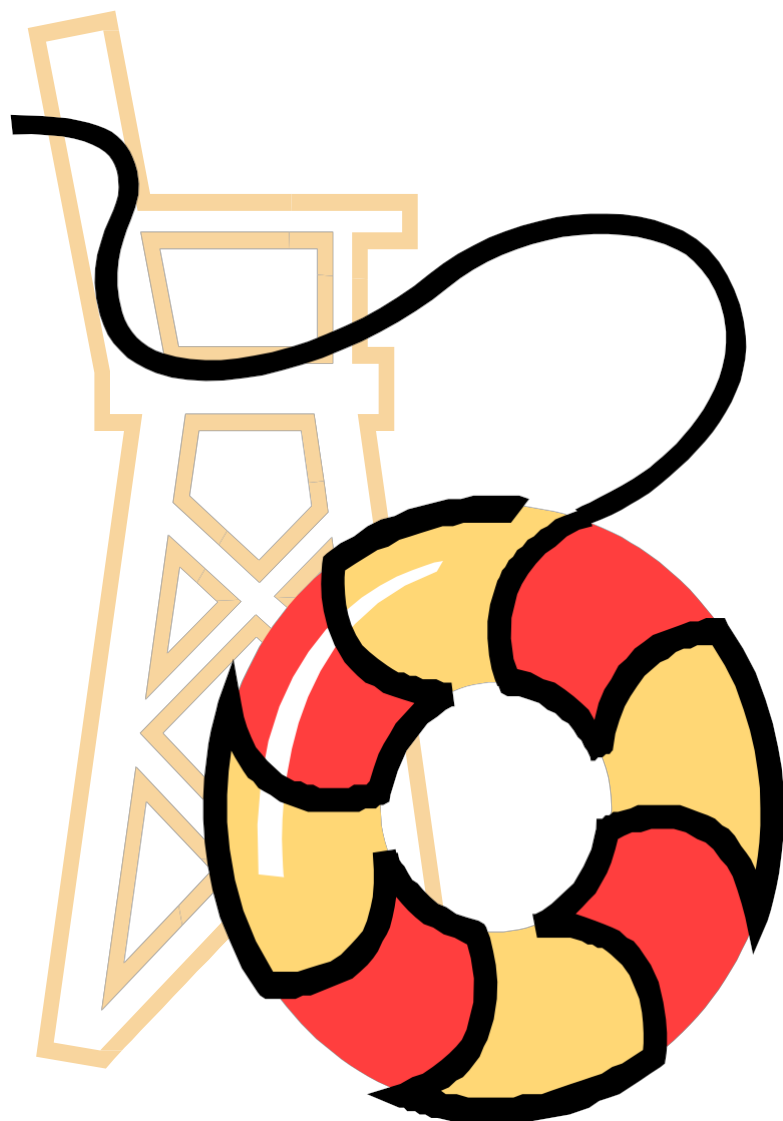
## **VII. Refunds**

1. A full refund will be credited/issued to the participant for any program cancelled by the Parks and Recreation Department.
2. A full refund will be credited/issued to the participant if a program time, date, or location is changed by the Parks and Recreation Department and the participant is unable to attend because of the change.
3. A team fee will be refunded until the deadline for the team registration. After the deadline, the team fee will be refunded only if there is another team willing to fill that spot in the league. Refunds will not be granted for any reason after the playing schedules are created by the Parks and Recreation Department.
4. All refund requests not identified in Items 1-3, must be approved by the Parks and Recreation Board through a written request. The board will review the request at its next scheduled meeting after the department receives the refund request.
5. All refund requests, if applicable, will be issued by check or EFT to bank or card used.
6. Late fees paid by either teams or individuals will not be refunded.
7. Refunds of \$5.00 or less will not be processed, but will be credited to the family account.

## **VIII. Review of Policy**

1. This policy will be reviewed annually by the Parks and Recreation Board and any changes or revisions will be forwarded to the City Council for final review.

# Whitewater Aquatics & Fitness Center



## Operational, Policy and Procedure Manual

Updated March 2024

Whitewater Aquatic and Fitness Center  
580 S. Elizabeth St, Whitewater, WI 53190  
262-473-4900

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## Introduction

The Whitewater Aquatic & Fitness Center is one of the services provided by the City of Whitewater. This Department includes the Fitness Center and the Aquatic Center. Some of the programs offered by the Aquatic Center are swimming lessons, water aerobics, American Red Cross Courses, recreational swims, special events and much more. The Aquatic Center features both a leisure pool and lap pool. The Leisure Pool features a lazy river, water slide, whirlpool, and play structure. The Lap Pool features 8 lanes and a ramp for easy accessibility.

The Director of our Parks Department is at the top of our chain of command. He is immediately responsible to the City Manager.

**Job Positions and summaries are below:**

***Parks Director***  
***Athletic Program Coordinator***  
***Aquatics Manager***  
***Head Lifeguard***  
***Aquatic and Fitness Programmer\****  
***Customer Service Coordinator\****  
***Staff Lead (Person in charge)***  
***Head Lifeguard***  
***Front Desk Lead***  
***Front Desk/Concession Staff***  
***Attendants***  
***Group Fitness Instructors (Aquatic & Land based)***  
***Personal Trainers***  
***Fitness Attendants***  
***Lifeguard***  
***Swim Lesson Instructor (WSI)***  
***Swim Lesson teaching aide (non-WSI)***

***\*Job descriptions with City of Whitewater***

### **Head Lifeguard/ Staff lead**

In addition to all Lifeguard responsibilities, the primary responsibility of the Staff lead is to oversee the facility operations in the absence of the Aquatic/Fitness Programmer and Customer Service Coordinator. Specific responsibilities include: walking through the facility every 30 minutes, reporting any maintenance needs to area supervisor and documenting appropriately, completing tasks on nightly checklist (work with aquatic & other dept staff), completing any necessary chemical testing, maintain facility cleanliness and checking in filter room for issues. The head guards may also be expected to teach swim lessons as needed, fill in for absent guards, give guards breaks for meals/restroom. Staff lead may assist front desk personnel as needed, offer tours and information, other duties as assigned.

Certifications: Head guards: Must have current certifications in Lifeguarding and CPR-Pro & AED, WSI certification preferred.

Water Park lifeguard certification required before start of first shift.