

SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 19- 08

**AN ORDINANCE AUTHORIZING A CONTRACT WITH ALL WEATHER COURTS
FOR THE CONVERSION OF THREE TENNIS COURTS INTO
EIGHT PICKLE BALL COURTS**

DAVE KIMSEY, Village President
AMY DAHLKAMP, Village Clerk

ANDREW DETMERS
TERRY FOUNTAIN
BRETT GERGER
RYAN MANN
MATT MAU
PAUL SCHERSCHEL

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Chatham
on March 12th, 2019

Sorling Northrup – 1 N. Old State Capitol Plaza, Suite 200, Springfield, IL 62705

ORDINANCE NO. 19-

**AN ORDINANCE AUTHORIZING A CONTRACT WITH ALL WEATHER COURTS
FOR THE CONVERSION OF THREE TENNIS COURTS INTO
EIGHT PICKLE BALL COURTS**

WHEREAS, the Village of Chatham (“Village”), Sangamon County, State of Illinois, is a duly organized and existing Village created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village solicited a proposal from All Weather Courts (“AWC”) for the conversion of three tennis courts into eight pickle ball courts; and

WHEREAS, AWC proposed making the conversions at a cost of labor and material in the amount of \$40,540; and

WHEREAS, the Village Board finds it to be in the best interests of the Village to waive any formal bidding requirements, as this is a unique service and there are limited companies in the area that provide the court conversions desired, and award the contract AWC in the amount of \$40,540.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Chatham, County of Sangamon, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

Section 2. Approval of Contract. The Board of Trustees of the Village hereby approve contract with All Weather Courts, in the amount of \$40,540, for the conversion of three tennis courts into eight pickle ball courts. The Village Manager is authorized to execute any necessary documents to effectuate the contract, after receipt of the pledged \$20,000 in contributions from local groups in support of the project.

Section 3. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 4. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Chatham prior to the effective date of this ordinance.

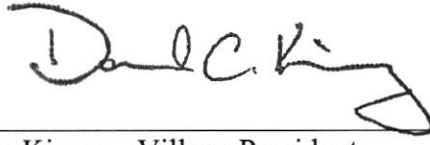
Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 12th day of March, 2019.

	YES	NO	ABSENT	PRESENT
ANDREW DETMERS	X			
TERRY FOUNTAIN	X			
BRETT GERGER	X			
RYAN MANN	X			
MATT MAU	X			
PAUL SCHERSCHEL	X			
DAVE KIMSEY			X	
TOTAL	6	0	1	

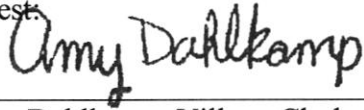
APPROVED by the President of the Village of Chatham, Illinois this 12th day of

March, 2019.



Dave Kimsey, Village President

Attest:



Amy Dahlkamp, Village Clerk



Tennis & Recreational Surfaces

WAREHOUSE 10188 Route 36 E. | Dawson, IL 62520-0276
 P: 217.364.4433 tennisawc@aol.com
 www.AllWeatherCourts.com

PROPOSAL Conversion of 3 Tennis Courts into 8 Pickle Ball Courts

Date: November 19,2018

**Village of Chatham
 116 E. Mulberry Street
 Chatham, IL 62629
 Attention: Dustin Patterson**

We hereby submit specifications and estimates for the conversion of 3 tennis courts into 8 pickle ball courts, as under:

1. Remove 3 sets of net posts, nets and straps return to village.
2. Lay-out 8 pickle ball courts.
3. Supply and install 8 sets of sleeves.
4. Pressure wash 3 tennis courts.
5. Fill low areas. (no guarantee of total removal).
6. Fill cracks with acrylic crack compound, **NO Warranty on acrylic crack repair. Warranted comprehensive crack treatment is an option below.**
7. Apply one coats of Acrylic Resurfacer.
8. Apply two coats of Acrylic Color in 3-tone blue, light blue and green.
9. Lay-out and stripe per USPBA specifications.
10. Supply and install 3 dividing net systems.
11. Supply and install 8 sets of pickle ball posts, nets.

OPTION 1: Comprehensive Crack Treatment, supply and install Riteway Crack Treatment to 400 lineal feet of cracks. \$7200.00 additional to pricing below. 2 year warranty on cracks. Will not prevent new cracks from forming or existing cracks from extending.

Sign here to accept OPTION 1: _____

**Warranty: 2 year on product and workmanship on surface and lines.
 No warranty on acrylic crack fill (cracks will re-appear)**

We hereby propose labor and material complete in accordance with the above specifications, for the sum of: \$40,540.00 additional of Option 1 if accepted.

With Payment Terms as Follows: Upon Completion Accounts over 30 days past due will be charges a 1.5% finance rate 18% and the costs incurred to collect past due accounts, including court costs, attorney fees, and collection fees will be added to account.

Acceptance of Proposal-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 & Title**

All material is guaranteed as specified. All work is too completed in a workmanlike manner according to standard practices. Any alterations or



Tennis & Recreational Surfaces

WAREHOUSE 10188 Route 36 E. | Dawson, IL 62520-0276

P: 217.364.4433 tennisawc@aol.com

www.AllWeatherCourts.com

deviations from the above specifications involving extra costs will be executed only on written orders, and will be an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.

Authorized Signature This proposal may be withdrawn by us if not accepted in **30 days**. Richard F. Judge, President or Angela K.

Judge Secretary/Treasurer

Angela Judge

Dusty Patterson

Office: 217-483-2451

Cell: 217-416-8388

Fax: N/A

dpatterson@chathamil.net

File: Chatham PB-2018



Tennis & Recreational Surfaces

WAREHOUSE 10188 Route 36 E. | Dawson, IL 62520-0276
 P: 217.364.4433 tennisawc@aol.com
 www.AllWeatherCourts.com

**PROPOSAL Conversion of 3 Tennis Courts into
 8 Pickle Ball Courts**

Date: November 19,2018
Village of Chatham 116 E. Mulberry Street Chatham, IL 62629 Attention: Dustin Patterson
We hereby submit specifications and estimates for the conversion of 3 tennis courts into 8 pickle ball courts, as under:
<ol style="list-style-type: none"> 1. Remove 3 sets of net posts, nets and straps return to village. 2. Lay-out 8 pickle ball courts. 3. Supply and install 8 sets of sleeves. 4. Pressure wash 3 tennis courts. 5. Fill low areas. (no guarantee of total removal). 6. Fill cracks with acrylic crack compound, NO Warranty on acrylic crack repair. Warranted comprehensive crack treatment is an option below. 7. Apply one coats of Acrylic Resurfacer. 8. Apply two coats of Acrylic Color in 3-tone blue, light blue and green. 9. Lay-out and stripe per USPBA specifications. 10. Supply and install 3 dividing net systems. 11. Supply and install 8 sets of pickle ball posts, nets.
OPTION 1: Comprehensive Crack Treatment, supply and install Riteway Crack Treatment to 400 lineal feet of cracks. \$7200.00 additional to pricing below. 2 year warranty on cracks. Will not prevent new cracks from forming or existing cracks from extending.
Sign here to accept OPTION 1:
Warranty: 2 year on product and workmanship on surface and lines. No warranty on acrylic crack fill (cracks will re-appear)
* We hereby propose labor and material complete in accordance with the above specifications, for the sum of: \$40,540.00 additional of Option 1 if accepted.
With Payment Terms as Follows: Upon Completion Accounts over 30 days past due will be charges a 1.5% finance rate 18% and the costs incurred to collect past due accounts, including court costs, attorney fees, and collection fees will be added to account.
<p>Acceptance of Proposal-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.</p> <p style="text-align: right;">Authorized Signature & Title <i>Patricia M. McCarty</i> Village Manager</p>
<small>All material is guaranteed as specified. All work is too completed in a workmanlike manner according to standard practices. Any alterations or</small>



Tennis & Recreational Surfaces

WAREHOUSE 10188 Route 36 E. | Dawson, IL 62520-0276
 P: 217.364.4433 tennisawc@aol.com
www.AllWeatherCourts.com

deviations from the above specifications involving extra costs will be executed only on written orders, and will be an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.

Authorized Signature This proposal may be withdrawn by us if not accepted in 30 days. Richard F. Judge, President or Angela K.		
Judge Secretary/Treasurer	<i>Angela Judge</i>	
Dusty Patterson	Office: 217-483-2451	Cell: 217-416-8388
Fax: N/A	dpatterson@chathamil.net	File: Chatham PB-2018