

**AGENDA
STORM WATER UTILITY
COMMITTEE**

**WEDNESDAY, MARCH 16, 2011
ROOM 202
4:30 P.M.**

**Anthony Nudo, Chairman
G. John Ruffolo, Vice Chairman
Steve Bostrom**

**Patrick Juliana
Jan Michalski
Ray Misner**

A. APPROVAL OF MINUTES

A-1 Approval of minutes of regular meeting held on March 2, 2011.

C. REFERRED TO COMMITTEE

C-1 Award of Professional Service Contract for Project 11-1411 Parkway Tree Pruning to Trees "R" Us, Inc. (Wauconda, Illinois), in the amount of \$76,000.00. *(also referred to Park Commission)*

C-2 Disbursements for the month of January 2011.

C-3 Disbursements for the month of February 2011.

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF STORMWATER UTILITY COMMITTEE

ALDERMAN COMMENTS

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE CALL 653-4050 BEFORE NOON ON THE DATE INDICATED FOR THIS MEETING.

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMEBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

STORM WATER UTILITY COMMITTEE
- MINUTES -

WEDNESDAY, MARCH 2, 2011
4:30 P.M.

Anthony Nudo, Chairman
G. John Ruffolo, Vice Chairman
Steve Bostrom

Patrick Juliana
Jan Michalski
Ray Misner

The regular meeting of the Storm Water Utility Committee was held on Monday, March 2, 2011 in Room 202 of the Municipal Building. The following members were present: Chairman Anthony Nudo, Vice Chairman G. John Ruffolo, Aldermen Steve Bostrom, Patrick Juliana, Jan Michalski and Ray Misner. The meeting was called to order at 5:15 pm. Staff members in attendance were Ron Bursek, Mike Lemens and Shelly Billingsley.

A-1 Approval of minutes of special meeting held on February 21, 2011.

It was moved by Alderman Michalski, seconded by Alderman Bostrom to approve. Motion passed 6-0.

C-1 Acceptance of Project 10-1128 Heating & Ventilating Upgrades Truck Wash (3735 65th Street) which has been satisfactorily completed by Martin Petersen Co., Inc. (Kenosha, Wisconsin), in the amount of \$42,000.00. **(District 11)**

It was moved by Alderman Bostrom, seconded by Alderman Misner to approve. Motion passed 6-0.

C-2 Approval of Contract with Applied Ecological Services, Inc. for River Crossing Swale Maintenance. **(District 17)**

It was moved by Alderman Misner, seconded by Alderman Ruffolo to approve. Motion passed 6-0.

C-3 Approval of Contract with Applied Ecological Services, Inc. for Anderson Park Rain Gardens Maintenance. **(District 9)**

It was moved by Alderman Misner, seconded by Alderman Ruffolo to approve. Motion passed 6-0.

INFORMATIONAL: Monthly Financial Updates

DIRECTOR COMMENTS: Ron Bursek spoke regarding Project 10-1111 Emergency Multi-Plate Storm Sewer Repair

ADJOURNMENT - There being no further business to come before the Storm Water Utility Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 5:25 pm.



ENGINEERING DIVISION
MICHAEL M. LEMENS, P.E.
DIRECTOR/CITY ENGINEER

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

ASSISTANT CITY ENGINEER
SHELLY BILLINGSLEY, P.E.
STORMWATER UTILITY

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4150 · Fax (262) 653-4056

March 10, 2011

To: Anthony Nudo, Chairman
Stormwater Utility Committee

Michael Orth, Chairman
Park Commission

From: Ronald L. Bursek, P.E. 
Director of Stormwater Utility

Subject: *Professional Service Contract to Prune Trees in Lawn Park Areas*

BACKGROUND INFORMATION

The City of Kenosha Public Works – Park Division has received four proposals to complete the 2011 contract to prune trees in lawn park areas. Staff has reviewed the proposals and has chosen Trees R Us, Inc. based on their references, experience, and standard quoted rates.

Trees R Us was awarded the 2010 Tree Pruning contract of which there were a few issues that staff is confident can be resolved with an earlier contract release date. Trees R Us Inc was the lowest bid by approximately \$10,000 and has completed a variety of municipality/village contracts.

The 2011 tree pruning contract includes pruning approximately 4,500 trees within the public right-of-way in the following area: within the City limits west of 39th Avenue and South of 60th Street (including 60th Street).

RECOMMENDATION

Approve the Agreement between the City of Kenosha and Trees R Us, Inc. for \$76,000 to include their quote of \$66,425 with \$9,575 of contingency and authorize the Director to execute the contract. The funding for this work will be paid for out of the Stormwater Utility account number 501-09-50106-219.

2011 CONTRACT TO PRUNE TREES

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation
[Through Its Department of Public Works]**

And

**TREES R US, INC.
An Illinois Corporation**

TOTAL CONTRACT AWARD NOT TO EXCEED \$76,000.00

CONTRACT AMOUNT: \$66,425.00

**COMPENSATION FOR ADDITIONAL REMOVAL AS REQUIRED BY THE CITY OF KENOSHA:
NOT TO EXCEED \$9,575.00**

THIS AGREEMENT, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Public Works, hereinafter referred to as the **"CITY"**, and **TREES R US, INC.** an Illinois corporation, located at 1104 Washington Avenue, Wauconda, Illinois, 60084, hereinafter referred to as the **"CONTRACTOR"**.

W I T N E S S E T H:

WHEREAS, the **CONTRACTOR** has submitted to the **CITY** a written Proposal to provide maintenance pruning work to lawn park area and public right-of-way trees located on all City streets and avenues West of 39th Avenue and South of 60th Street including 60th Street within the City of Kenosha, according to the Specifications and Special Conditions contained in the Request for Proposal; and,

WHEREAS, the **CITY** has accepted the Proposal effective upon the **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

WHEREAS, the parties understand that this Contract is not a public construction contract under Wisconsin Law.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, the **CITY** and the **CONTRACTOR** agree as follows:

1. DEFINITIONS.

a. **"CONTRACT"** means this executed Contract to Prune Trees. The following documents comprise the complete Contract: Request for Proposal, Proposal, Executed Contract, Specifications and Special Conditions, Certificates of Insurance, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determination of City Representative in Charge of Project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Public Works and Park Division, and are incorporated into this Contract by reference.

- b. **“CONTRACTOR”** shall mean TREES R US, INC. and any subcontractors approved by the **CITY**.
- c. **“FORESTER”** shall mean the Forester of the City of Kenosha within the Park Division, including designees.
- d. **“OVERPAYMENT”** means any money the **CONTRACTOR** received which the **CONTRACTOR** was not entitled to receive under this Contract, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was not redone or replaced and accepted by the **CITY**.
- e. **“WORK”** means any contractual endeavor undertaken by the **CONTRACTOR** or its approved subcontractors to fulfill the terms of this Contract, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the endeavor.
- f. **“WORKING DAY”** means a calendar day, excluding weekends and legal holidays.

2. **WORK TO BE PERFORMED BY THE CONTRACTOR.** The **CONTRACTOR**, for the sum of Sixty-Six Thousand Four Hundred Twenty-five Dollars (\$66,425.00), will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and will do so in accordance with and subject to the provisions of this Contract. In addition, the **CONTRACTOR** will perform additional services as directed by the **CITY** and as otherwise authorized in the Proposal subject to the additional unit price compensation identified in the Proposal not to exceed an additional Nine Thousand Five Hundred Seventy-Five Dollars (\$9,575.00). In the event of a conflict between the Request for Proposal, the Proposal and this Contract, the terms and conditions of this Contract shall control and supersede the other documents. The Work comprises providing maintenance pruning to all lawn park areas and right-of-way trees on all City streets and avenues located West of 39th Avenue and South of 60th Street including 60th Street within the City of Kenosha, in accordance with the Specifications and Special Conditions in Exhibit "A", which Exhibit is attached hereto and incorporated herein by reference. The Specifications and Special conditions will control and supersede an inconsistent provision in this Contract.

3. **COMMENCEMENT AND DILIGENT PROSECUTION OF THE WORK.** The **CONTRACTOR** will commence the work within five (5) working days following execution of this Contract and Notice to Proceed, and will prosecute the Work diligently until fully complete in accordance with this Contract. The **CONTRACTOR** shall complete the Work within the Contract Term.

The **CONTRACTOR**, in the event of a dispute respecting quantity or quality of the Work, shall not refuse to perform the Work and shall not delay the performance of the Work pending the resolution of said dispute.

The **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the **FORESTER**, in writing, prior to the time for Contract completion, where the progress of the Work was delayed, such that the Work will not be completed on time, and the **CONTRACTOR** was not responsible for such delay. Should the **FORESTER** grant an extension, the **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should the **FORESTER** determine that the Work will not be completed on schedule through normal methods and where no request for an extension has been requested, or if requested, such request was not justified, the **FORESTER** shall provide the **CONTRACTOR** with written notice requiring the **CONTRACTOR** to take such extraordinary measures as may be required to complete the Work on time, or as close to on time as possible. The failure of the **CONTRACTOR** to take such extraordinary measures shall be grounds for the **CITY** to suspend the Work by the **CONTRACTOR** and take such other measures as will assure completion of the Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing contained herein shall prevent the **FORESTER** from stopping the **CONTRACTOR** from proceeding with the Work beyond the time set for the completion date where the completion date was not extended.

4. **CONTRACT TERM.** The term of this Contract shall be from the date of execution until each of the following:
- a. Respecting the Work, until completion and acceptance, or December 31, 2011, whichever is earlier.
 - b. Respecting the warranty, until expiration of the warranty term.
 - c. Respecting the Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of the Statute of Limitations where no claims were filed.
5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligation under this Contract, the non-breaching party shall have the right to terminate this Contract by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

The **CONTRACTOR** shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of the **FORESTER**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. **FORESTER'S DECISION FINAL.** Should any dispute arise at any time between the **CONTRACTOR** and the **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of the Work, or as to the quality of the Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of the **FORESTER** shall be final and conclusive, until and unless set aside by a Court of law.

The **CONTRACTOR** agrees that should any decision of the **FORESTER** be challenged in Court, the Court may only set aside a decision of the **FORESTER** if it is wholly arbitrary and capricious and/or made in complete disregard of undisputed facts.

7. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** The **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with the Work as will assure professional quality of the Work and a rate of progress which will assure the timely completion of the Work. The **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.
8. **SUSPENSION OF WORK BY THE CITY.** The **FORESTER** shall have authority to suspend the Work where he/she believes that the **CONTRACTOR** is not performing the Work in accordance with this Contract. The **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete the Work where the Work is suspended by the **FORESTER**.
9. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend the Work for a period of time, the deadline for completion of the Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits the Work, this Contract shall be null and void as of the date such injunction or Court order or judgment becomes final, although the **CONTRACTOR** shall be entitled to reasonable compensation for the Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of the Work, this Contract shall be deemed modified in accordance therewith and compensation of the **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of the Work.
10. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** The **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of the Work identified in the **CITY** Request for Proposal. Increases in the scope of the Work shall result in a

determination of the **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **FORESTER** on behalf of the **CITY**, and by the **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in the **CITY** Department of Public Works and Park Division, and incorporated into this Contract by reference. Should the **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided the **FORESTER** attaches thereto a written report so indicating.

11. **WAIVER OF RIGHTS.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event of default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
12. **SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES.** The **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in subcontractors, major suppliers and dumping or disposal sites must be approved by the **FORESTER**. The **CONTRACTOR** is responsible for the Work of subcontractors and for delays in the Work occasioned thereby. The **CONTRACTOR** has a duty to remove and replace subcontractors whose involvement in the Work will result in a breach of this Contract.
13. **CONTROL AND PROTECTION OF WORK SITE.** The **CONTRACTOR** shall be responsible for the control and protection of the work site from commencement of the Work until the Work is completed.
14. **WARRANTY.** The **CONTRACTOR** will replace any Work which is defective or not in conformity with this Contract at no cost to the **CITY** for a period of one (1) year after final acceptance of the Work by the **CITY**.
15. **CITY COOPERATION.** The **CITY** will reasonably cooperate with the **CONTRACTOR** to facilitate the **CONTRACTOR'S** performance of the Work. The **CITY** will physically mark trees to be removed and notify the **CONTRACTOR** of the nature of the markings. The **CONTRACTOR** will provide reasonable notice to the **CITY** when the assistance thereof is requested. However, the **CITY** has no obligation to supervise or perform any part of the Work.
16. **GOVERNMENTAL PERMITS AND APPROVALS.** The **CONTRACTOR** is authorized to perform the work under this Contract without obtaining a separate permit from the **FORESTER** or a Street Obstruction Permit.
17. **LAWS, RULES AND REGULATIONS.** The **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and the Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.
18. **CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although the **CONTRACTOR** performs the Work as an independent Contractor, the **FORESTER** shall have the right to request the **CONTRACTOR** to remove and replace any of the **CONTRACTOR'S** employees involved in the Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful

to any **CITY** personnel associated with the Work. The **CONTRACTOR** will comply with any reasonable request.

The **CONTRACTOR**, at all times when the Work is being performed, shall assign an employee or agent on the work site to be the person to whom the **FORESTER** may furnish instructions or orders, or make inquiries of at all times when the Work is being performed. The name of such employee or agent shall be submitted to the **FORESTER** in writing, upon commencement of the Work.

19. **SANITATION AND HEALTH.** The **CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking work site precautions as will deter the spread of infectious diseases. The **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. The **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee or public health, safety or welfare.
20. **INSPECTION.** The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is performed in conformance with this Contract. Only the **FORESTER** can reject the Work. The use of inspectors by the **CITY** shall not relieve the **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective Work shall not waive any rights of the **FORESTER** to have the **CONTRACTOR** take corrective action at the **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects when discovered. The use of **CITY** inspectors shall not relieve the **CONTRACTOR** of its duty to maintain a safe workplace.
21. **WORKMANSHIP.** Workmanship shall conform to the best standard practice of a given trade in Southeastern Wisconsin. Equipment, procedures and materials used must be suitable to and compatible with the nature of the Work, the work site and prevailing year round weather conditions that affect the Work and the work site.
22. **UTILITIES.** The **CONTRACTOR** has the obligation of contacting Digger's Hotline to obtain utility locations, clearances, hookups, or cutoffs prior to any pruning.
23. **CLEANUP.** The **CONTRACTOR** shall at all times keep all areas related to the Work, including all rights-of-way, easements, streets, highways, alleys and private or public property adjacent to the work site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of the Work.

Within twenty-four (24) hours after the completion of the Pruning Process, the **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the work site and the sites of easements and areas related to the Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should the **CONTRACTOR** neglect any such duty, the **FORESTER** may cause any such Work to be performed at the **CONTRACTOR'S** cost and expense.
24. **PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS.** The **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies, or materials which they may directly or indirectly furnish in the fulfillment of this Contract and the **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. The **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with the **CITY** Director of Public Works.
25. **LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that the **CONTRACTOR** fails to fully and completely perform the Work within the Contract term, the

CONTRACTOR shall pay to the **CITY** for such default the sum of One Hundred Dollars (\$100.00) per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due the **CITY** from the **CONTRACTOR**.

- 26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** The **CONTRACTOR** recognizes the right of the **CITY** to suspend the Work, to order the revision of nonconforming Work, to re-let all or part of the Work, or to itself perform the Work as may be required to ensure the timely completion of the Work or to replace improper or defective Work, as determined necessary by the **FORESTER**. No provision of this Paragraph 26 may be construed to relieve the **CONTRACTOR** of its obligations under this Contract.
- 27. OVERPAYMENTS AND SETOFFS UNRELATED TO THE CONTRACT.** The **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Director of Public Works, refund any overpayments received thereby. Should the **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, the **CONTRACTOR** shall pay the **CITY** interest for said amount at the rate of one and one-half percent (1.5%) per month on the unpaid balance, until paid in full. Should the **CONTRACTOR** owe the **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to the Work under this Contract, the **CONTRACTOR** authorizes the **CITY** to deduct said amount from any payment due the **CONTRACTOR** hereunder.
- 28. SAFETY PRECAUTIONS.** The **CONTRACTOR'S** Work shall conform to the most recent revision of the American National Standards Institute Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees and for Cutting Brush).

The **CONTRACTOR**, during the performance of the Work, shall assume control of the work site and put up and properly maintain, at the **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make the work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with the Work, during both day and night hours. The **FORESTER** may order the **CONTRACTOR**, by a time or date, to take designated safety measures and the failure of the **CONTRACTOR** to promptly obey said order shall result in liquidated damages of Five Hundred Dollars (\$500.00) per day for each day said order is not complied with. The **CONTRACTOR** shall be fully responsible for making the work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of the **FORESTER** or the **CITY** inspectors or lack thereof, in this regard. The **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

- 29. PAYMENT – ACCEPTANCE OF THE WORK.** Payment shall be made by the **CITY** on a monthly basis upon submission of an invoice for completed Work to the **CITY** Director of Public Works, within fifteen (15) days after the **FORESTER** executed a document accepting the Work as being performed in accordance with this Contract, subject to the following:
- a. The **CITY** may withhold payment if the **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which the **CITY** may have against the **CONTRACTOR** for improper, defective, or rejected Work, liquidated damages due to delay in the schedule of time for the Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of the **CONTRACTOR** for which the **CITY** could be secondarily liable, which secondary liability was not assumed by the **CITY** under this Contract.

b. Work shall not be accepted by the **FORESTER** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and affidavits, lien waivers or releases have been procured and filed with the **CITY** Director of Public Works.

30. **INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION.** The **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. The **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.
31. **PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** The **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of the **FORESTER**, and the **CITY** is not liable for any cost and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **FORESTER** as of the date thereof, and the **CITY** will not be obligated to pay to the **CONTRACTOR** any money for any Work performed by an unauthorized party. If this contract is voided, the **CONTRACTOR** will continue to be responsible for maintaining the safety of the work site until relieved of this obligation by the **FORESTER** or until another contractor takes possession of the work site. The **CONTRACTOR** will be responsible for any cost, loss, expense, attorney fees, or damages the **CITY** may incur in enforcing this provision.
32. **INDEMNITY AND HOLD HARMLESS AGREEMENT.** The **CONTRACTOR** agrees that it will defend, indemnify and hold harmless the **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorney fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by the **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by the **CONTRACTOR** or as a result of the willful or negligent act or omission of the **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from the **CONTRACTOR'S** failure to perform or observe any of the terms, covenants and conditions of this Contract, should any person or party, as a result thereof, suffer or sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.
33. **INSURANCE.** The **CONTRACTOR** prior to performing the Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin.
- o Commercial General Liability: General Aggregate – One Million (\$1,000,000.00) Dollars; each occurrence – One Million (\$1,000,000.00) Dollars.
 - o Automobile Liability :
 - Bodily Injury per Person – One Million (\$1,000,000.00) Dollars;
 - Bodily Injury per Accident – One Million (\$1,000,000.00) Dollars;
 - Property Damage – Two Hundred Thousand (\$200,000.00) Dollars; OR a combined single limit of One Million (\$1,000,000.00) Dollars.
 - o Worker's Compensation: Statutory limits.
- Said insurance coverage shall be verified by a Certificate of Insurance issued to the **CITY**, which shall provide that should any of the described policies be cancelled or terminated before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the **CITY**.
34. **COOPERATION.** The **CONTRACTOR** shall permit **CITY** employees and representatives to have reasonable access to the work site at all times.

- 35. SEVERABILITY.** It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, then it is the intention of the parties that all other provisions of this Contract shall remain in full force and effect.
- 36. NONDISCRIMINATION.** In the performance of the Work under this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs, or student status. The Work is to be performed in accordance with the Federal Americans With Disabilities Act.
- 37. NO THIRD PARTY BENEFICIARIES.** This Contract is intended to be solely for the benefit of the parties hereto.
- 38. FULL AGREEMENT – MODIFICATION.** This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents, inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties, said amendment to be attached and incorporated herein, it being expressly understood that the **CITY** Director of Public Works must approve any amendment of this Contract.
- 39. NOTICES.** Notices required by or relevant to this Contract shall be furnished by the **CONTRACTOR** to the **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **FORESTER**, Director of Public Works and the City Clerk at the Municipal Building, 625 – 52nd Street, Kenosha, Wisconsin 53140, with a copy to the City Attorney at the foregoing address.

Notices required by or relevant to this Contract shall be furnished by the **CITY** to the **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

Trees R Us, Inc.
1104 Washington Avenue
PO Box 6014
Wauconda, IL 60084

- 40. EXECUTION AUTHORITY.** The **CITY** and the **CONTRACTOR** each certify that they have authority under their respective organizational structure and governing laws to execute this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Contract on the dates given below.

**CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation**

BY: _____
RONALD BURSEK, Director,
Department of Public Works
Date: _____

BY: _____
DIRK NELSON, City Forester
Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2011, **RONALD BURSEK, Director of Public Works**, and **DIRK NELSON, City Forester**, of the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, to me known to be such Director of Public Works and City Forester of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

**TREES "R" US, INC.,
An Illinois Corporation**

BY: _____
JENNI WILLIS, President

Date: _____

BY: _____
NICK WILLIS,
Vice President

Date: _____

STATE OF)
 : SS.
COUNTY OF)

Personally came before me this _____ day of _____, 2011, **JENNI WILLIS, President, and NICK WILLIS, Vice President, of TREES R US, INC.,** an Illinois corporation, to me known to be such President and Vice President of said corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

Notary Public,
My Commission expires/is: _____

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

CITY OF KENOSHA, WISCONSIN
PARK DIVISION

**CONTRACT SPECIFICATIONS AND SPECIAL CONDITIONS
FOR PRUNING TREES IN LAWN PARK AREAS**

Project No. 11-1411

WORK TO BE PERFORMED. Work will consist of maintenance pruning work on lawn park areas and public right-of-way trees within the City of Kenosha. This includes removing debris from the site and the proper disposal thereof.

LOCATION OF WORK. Work will consist of tree pruning on lawn park areas and public right-of-way in the following section of the City of Kenosha.

- West of 39th Avenue and South of 60th Street including 60th Street within the City of Kenosha city limits.

All work shall be conducted in an organized manner and on a block-by-block basis. Written notification by Contractor of planned work shall be given to residents of the affected area not less than two (2) working days in advance of the scheduled work, nor more than seven (7) working days in advance of the work.

Contractor must notify the City Forester of scheduled work locations not less than two (2) working days in advance of said work.

Contractor shall provide the City with a sample of the notification letter to be given to residents in the 2011 Pruning Contract area in advance of commencement of work.

The City reserves the right to change, add or delete areas or quantities as it deems to be in its best interest. The City will give notice to Contractor of the addresses or areas to be pruned.

SCHEDULE. Pruning operations shall commence no later than thirty (30) days after Contract has been awarded. The time limit for completion of work is December 31, 2011, with any trees within the outlined pruning area that have not been pruned, but which require pruning will be placed on future pruning contracts as no time extension will be granted.

Tree pruning shall only be performed during those seasonal periods which will not be injurious to the health and well-being of the tree or the grounds. The City of Kenosha reserves the right to define those periods when pruning will not be permitted by the Contractor. Unless otherwise authorized by the City, failure of the Contractor to comply with the approved pruning schedule shall be sufficient cause to give notice that the Contractor is in default of the Contract, and terminate said Contract.

The Kenosha Park Division may prioritize prunings at its discretion, and will give the Contractor 24 hours advance notification of any such action. These prunings may occur outside the designated contract pruning location.

WORK HOURS. The contractor shall schedule work between the hours of 7:00 A.M. and 6:00P.M., Monday through Saturday, unless authorized by the City to do otherwise.

SUPERVISION. The Contractor shall be under the direct supervision of the City or its authorized representatives. Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge of work at all times to whom the Park Division may issue directives, who shall accept and act upon such directives. A name, phone number and address must be made available to the Park Division of

Contractor's responsible person(s). If any incidents occur that will impact any day's work, the Park Division must be contacted as soon as possible.

INSPECTIONS. The contractor shall call the Kenosha Park Division at 262-653-4080 between 7:00 A.M. and 8:00 A.M. on the morning of each day work will be performed to inform the Kenosha Park Division of locations for that day's work. The Kenosha Park Division may conduct inspections of Contractor's work at any time without notification.

PUBLIC RELATIONS. The Park Division has notified abutting property owners of anticipated work using the "Work Notification Form".

The Park Division will provide a supply of informative leaflets at no cost to Contractor who shall distribute them to each abutting property owner and place them at each building on front of which work will occur. Contractor shall answer any questions from citizens concerning the project. Anyone asking a question that the Contractor cannot answer shall be referred to the Park Division at 262-653-4080.

SAFETY. Work shall conform to the most recent revision of American National Standards Institute Standard Z-133.1-2006 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing Trees and for Cutting Brush). A copy of these standards is on file at the office of the Kenosha Park Division and is made a part of the Contract by this reference. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump removal.

DISCONTINUANCE OF WORK. The Contractor shall immediately cease any practice obviously hazardous, as determined by the City, upon receipt of either written or oral notice from the Superintendent of Parks and City Forester, or his designee.

TREE PRUNING. The purpose of the Tree Pruning Contract is to raise the lawn park area trees so that they are in compliance with Section 34.05 D. of the Code of General Ordinances for the City of Kenosha, Wisconsin.

All pruning shall be done in accordance with the American National Standards Institute (ANSI) Standard A300-2001.

Trees shall be pruned in such a manner as to preserve their health and maintain a natural shape. Pruning shall consist of the removal of the lower branches of a tree to provide clearance for both vehicular and pedestrian traffic. No more than one-fourth (1/4) of the foliage on a mature tree shall be removed within a growing season. Trees planted within any lawn park or public right-of-way areas that are subject to vehicular traffic shall be pruned so that any branches or foliage projecting over such areas provide a clearance of not less than thirteen and one-half (13.5') feet from the pavement. Any branches or foliage projecting over any public right-of-way areas that are subject to pedestrian or bicycle traffic shall be pruned so that any branches or foliage projecting over such areas provide a clearance of not less than eight and one-half (8.5') feet from the pavement or ground. Any deadwood within the tree shall be removed if the branch exceeds one (1) inch in diameter at its base.

Not every tree within the 2011 Pruning Contract area will require maintenance pruning. Contractor shall bypass and note trees that do not require Contract pruning.

CLEANUP. All debris from tree pruning shall be cleaned up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. It shall be the responsibility of the Contractor to remove and dispose of in a proper and acceptable manner all logs, brush and debris resulting from tree pruning operations. Failure to do so will generate a penalty equal to the cost of cleanup by Kenosha Park Division.

TRAFFIC CONTROL. Traffic control shall be the total responsibility of Contractor and must be coordinated with the Public Safety Dispatcher (262-656-1234). Contractor shall be responsible for posting the streets where work is to be performed twenty-four (24) hours prior to the work's commencement. If it becomes necessary to tow parked vehicles, the Contractor shall coordinate towing with the Park Division.

COORDINATION OF WORK. Separate crews may work on separate streets if the streets are close to one another. Each crew must complete work on each particular block before moving to another block unless the Park Division gives permission to do otherwise.

WORKING IN PROXIMITY TO ELECTRICAL HAZARDS. A close inspection shall be made by the tree worker and his or her supervisor to determine whether an electrical conductor passes through a tree or passes within reach distance of the tree worker before climbing, entering or working around any tree.

Only a qualified line-clearance tree trimmer or qualified line-clearance tree trimmer trainee shall be assigned to the work if it is determined that an electrical hazard exists. A trainee shall be under the direct supervision of qualified personnel. A qualified line-clearance tree trimmer is a tree worker who, through related training and on-the-job experience, is familiar with the special techniques and hazards involved in line clearance. A trainee is a worker regularly assigned to a line-clearance tree trimming crew and undergoing on-the-job training who, in the course of such training, has demonstrated his/her ability to perform his/her duties safely at his/her level of training. (OSHA Standard 29CFR1910.)

There shall be a second qualified line-clearance tree trimmer or line-clearance tree trimmer trainee within normal voice communication during line-clearance operations aloft when:

- The line-clearance tree trimmer or line-clearance tree trimmer trainee must approach more closely than ten (10') feet (3m) to any conductor or electrical apparatus energized in excess of 750 volts;
- When branches of limbs being removed cannot first be cut (with a pole pruner/pole saw) sufficiently clear of the primary conductors and apparatus so as to avoid contact; or,
- When roping is required to remove branches or limbs from such conductors or apparatus.

All other workers shall maintain a minimum clearance of ten (10') feet (3m) from energized conductors rated 50 kV phase-to-phase or less; for conductors rated over 50 kV phase-to-phase, the minimum clearance shall be ten (10') feet plus 4/10 inches (3m plus 10mm) for each kilovolt over 59 kV.

Ladders, platforms and aerial devices, including insulated aerial devices, shall not be brought in contact with an electrical conductor.

When an aerial lift device contacts an electrical conductor, the truck supporting the aerial device shall be considered as energized, and contact with the truck shall be avoided, except where emergency rescue procedures are being carried out. Emergency rescue should only be attempted by properly trained persons familiar with electrical hazards.

TREE DAMAGE. Climbing iron, spurs or spikes shall not be used on trees to be pruned. Any tree damage caused by Contractor shall be repaired immediately, and at no additional expense, to the satisfaction of the City. Trees damaged beyond repair, as determined by a qualified arborist, acceptable to the City and the Contractor whose expenses shall be jointly covered by both parties, are to be removed at no expense to the City, with the stump ground to City standards, and replaced by a tree of the size and species designated at no additional expense to the City. The dollar value of such damaged tree(s), as determined by a qualified arborist,

acceptable to the City and Contractor whose expenses shall be jointly covered by both parties, shall be deducted from monies owed to the Contractor.

PROTECTION OF OVERHEAD UTILITIES. Tree trimming operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his/her operations. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with or create a personal hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility to the Contractor.

EVIDENCE. In all situations involving injury or property damage, Contractor shall not perform further work until photography, police reports and other evidence-gathering activities are completed. The Kenosha Park Division will supply guidelines for this situation. The Contractor shall not make any statements to anyone about which party might be liable for damages or injuries, or what caused any tree to break apart, fall, etc. All such questions shall be directed to the Kenosha Park Division at 262-653-4080.

PAYMENTS. Payments will be made on a monthly basis unless otherwise agreed upon between the parties. Payments will be made within fifteen (15) working days after City receives an invoice or application for payment with adequate cost breakdown to certify payment due. Payments will be on a per tree basis. Stump removal and cleanup must be completed.

ASSIGNMENT AND SUBCONTRACTING. No contract shall be assigned or subcontracted without the written consent of the Kenosha Park Division. In no case will consent relieve the Contractor from the Contractor's contractual obligation, nor will it change the terms of the contract. Any assignee or subcontractor approved by the Kenosha Park Division shall be required to submit Certificates of Insurance as per the Contract requirements prior to any removals.

C-2

JOB NAME: KVNSWU
PROGRAM ID. KVN078
RUN DATE 3/10/11

CITY OF KENOSHA

TIME 9:39:01

SWU ACCOUNTS (501) DISBURSEMENT JOURNAL

START DATE FOR SUMMARY: 1/01/11 END DATE FOR SUMMARY: 1/31/11

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101596	1/05	VIKING ELECTRIC SUPPLY	501-09-50105-246-000	12/10-ST ELECTRICAL	23.11
101598	1/05	KEN-CRETE PRODUCTS CO., INC.	501-09-50105-355-000	11/10-SW CONCRETE/MA	6,407.65
			501-09-50105-355-000	12/10-SW CONCRETE/MA	341.11
				..... TOTAL	6,748.76
101610	1/05	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	11/10-ST TOOLS/SUPPL	57.70
101615	1/05	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	12/10 COUPON REDMTP	1,704.00
			501-09-50102-219-000	12/10 RETAIL INCNTV	68.16
			501-09-50102-219-000	12/10 POSTAGE	8.75
			501-09-50102-219-000	12/10 PER CHECK FEE	1.50
			501-09-50102-219-000	12/10 POSTAGE FEE	1.32
				..... TOTAL	1,783.73
101622	1/05	US CELLULAR	501-09-50103-226-000	12/10 SW-CELL AIRTM	14.22
			501-09-50103-226-000	12/10 SW-CELL SERVC	3.70
				..... TOTAL	17.92
101686	1/07	AT&T	501-09-50105-225-000	12/19-1/18 652-2605	76.76
101700	1/07	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	12/10 COUPON REDMPTN	854.00
			501-09-50102-219-000	12/10 RETAIL INCNTV	34.16
			501-09-50102-219-000	12/10 POSTAGE	3.88
			501-09-50102-219-000	12/10 PER CHECK FEE	2.50
			501-09-50102-219-000	12/10 POSTAGE FEE	2.20
				..... TOTAL	896.74
101709	1/07	TREES "R" US, INC.	501-09-50106-219-000	LAWN TREE PRUNING	18,331.38
101712	1/07	WASTE MANAGEMENT OF WI	501-09-50104-253-000	12/10 54.67 TONS	1,083.02
			501-09-50104-253-000	12/10 WDNR TONNAGE F	710.71
			501-09-50104-253-000	12/10 FUEL SURCHARGE	53.35
			501-09-50104-253-000	12/10 ENVIRO SURCHG	8.00
				..... TOTAL	1,855.08
101717	1/07	WEST BEND MUTUAL INSURANCE	501-09-50101-219-000	MCKINNEY NOTARY BOND	20.00
101739	1/07	FABCO RENTS	501-09-50105-282-000	9/10 EQUIPMENT RENTA	600.00

START DATE FOR SUMMARY: 1/01/11 END DATE FOR SUMMARY: 1/31/11

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
101867	1/12	MENARDS (KENOSHA)	501-09-50105-357-000	12/10-SW MERCHANDISE	272.48
			501-09-50104-344-000	12/10-SW MERCHANDISE	159.12
				..... TOTAL	431.60
102073	1/14	COMSYS, INCORPORATED	501-09-50101-215-000	1/11 COMPUTER SUPPOR	9,003.46
102082	1/14	MINNESOTA LIFE INSURANCE	501-09-50101-156-000	02/11 PREMIUM	28.92
			501-09-50103-156-000	02/11 PREMIUM	4.28
			501-09-50105-156-000	02/11 PREMIUM	3.18
				..... TOTAL	36.38
102100	1/14	OFFICEMAX	501-09-50103-388-000	LUMIX CAMERA	312.77
102121	1/14	TREES "R" US, INC.	501-09-50106-219-000	LAWN TREE PRUNING	10,487.88
102160	1/14	ERO-TEX	501-09-50105-344-000	GEOTEXTILE FABRIC	1,285.00
			501-09-50105-344-000	GEOTEXTILE FABRIC	1,265.00
			501-09-50105-344-000	GEOTEXTILE FABRIC	600.00
			501-09-50105-344-000	GEOTEXTILE FABRIC	600.00
				..... TOTAL	3,750.00
102275	1/14	PAGELS, CHRIS	501-09-50101-261-000	12/01-02 233 MILES	116.50
			501-09-50101-263-000	12/01-02/10 MADISON	87.27
				..... TOTAL	203.77
102391	1/21	GENERAL COMMUNICATIONS, INC.	501-09-50105-231-000	11/10-SW MISC. ITEMS	233.75
102397	1/21	M A TRUCK PARTS	501-09-50104-344-000	12/10 ST MATERIALS &	123.54
102422	1/21	JAMES IMAGING SYSTEMS, INC.	501-09-50101-311-000	STAPLES	98.27
			501-09-50101-232-000	12/10 PW-OVERAGE CHG	53.24
			501-09-50105-232-000	12/10 ST-OVERAGES	5.18
				..... TOTAL	156.69
102424	1/21	LEE PLUMBING, INC.	501-09-50105-241-000	12/10 SW HVAC, PLUMB	207.59
102429	1/21	US CELLULAR	501-09-50103-226-000	12/10 INTERNET CARD	41.09
102432	1/21	FERGUSON WATERWORKS	501-09-50105-355-000	MANHOLE ADJUST. RING	6,875.00

START DATE FOR SUMMARY: 1/01/11 END DATE FOR SUMMARY: 1/31/11

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102436	1/21	KUEMMERLING, INC., KARL	501-09-50106-361-000	TAPE MEASURE	92.41
102440	1/21	MENARDS (KENOSHA)	501-09-50105-355-000	12/10-SW MERCHANDISE	9.34
102443	1/21	BELLE CITY FIRE EXTINGUISHER	501-09-50105-259-000	1/11-ST EXTINGUISHER	27.85
102573	1/26	KEN-CRETE PRODUCTS CO., INC.	501-09-50105-355-000	11/10-SW CONCRETE/MA	21.13
102594	1/26	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	SWEEPER PARTS/BROOM	1,729.80
102598	1/26	AT&T	501-09-50101-227-000	12/28-01/27/11 MAIN	63.35
			501-09-50101-225-000	12/28-01/27/11 MAIN	11.90
				..... TOTAL	75.25
102603	1/26	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	12/10 SW TOOLS AND S	299.00
102606	1/26	NAPA AUTO PARTS CO.	501-09-50104-344-000	12/10 SW PARTS/FILTE	158.82
102607	1/26	T-MOBILE	501-09-50103-226-000	12/8-1/7/11-WIRELESS	42.19
102630	1/26	MENARDS (KENOSHA)	501-09-50105-357-000	12/10-SW MERCHANDISE	279.93
			501-09-50105-357-000	12/10-SW MERCHANDISE	278.91
				..... TOTAL	558.84
102636	1/26	FABCO RENTS	501-09-50105-282-000	EQUIPMENT RENTAL	2,406.50
102848	1/28	NASECA OF WISCONSIN	501-09-50103-264-000	2/3-4/11-C PAGELS	160.00
GRAND TOTAL FOR PERIOD *****					67,855.83

START DATE FOR SUMMARY: 2/01/11 END DATE FOR SUMMARY: 2/28/11

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
102922	2/04	COMSYS, INCORPORATED	501-09-50101-215-000	2/08-3/7/11 SERVICES	9,003.46
102941	2/04	A & R DOOR SERVICE	501-09-50105-246-000	1/11 ST DOOR REPAIRS	58.00
103106	2/04	BILLINGSLEY, SHELLY	501-09-50101-261-000	1/26/11 230 MILES	117.30
103133	2/09	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	01/11 COUPON REDMPTN	930.00
			501-09-50102-219-000	01/11 COUPON REDMPTN	774.00
			501-09-50102-219-000	01/11 SERVICES	350.00
			501-09-50102-219-000	01/11 COUPON INCNTV	37.20
			501-09-50102-219-000	01/11 COUPON INCNTV	30.96
			501-09-50102-219-000	01/11 POSTAGE MRIS	4.13
			501-09-50102-219-000	01/11 PER CHECK FEE	4.00
			501-09-50102-219-000	01/11 POSTAGE FEE	3.52
			501-09-50102-219-000	01/11 PER CHECK FEE	3.00
			501-09-50102-219-000	01/11 POSTAGE FEE	2.64
			501-09-50102-219-000	01/11 POSTAGE MRIS	1.77
			501-09-50102-219-000	01/11 CREDIT	301.39CR
				..... TOTAL	1,839.83
103142	2/09	VERIZON WIRELESS	501-09-50101-226-000	SW 01/11 SERVICE	64.66
103222	2/11	OFFICEMAX	501-09-50101-311-000	01/11 PW #1715 OFFC	14.20
			501-09-50103-388-000	01/11 PW #1715 OFFC	12.99
				..... TOTAL	27.19
103227	2/11	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	1/11-SW TOOLS/SUPPLI	21.70
			501-09-50105-361-000	1/11-SW TOOLS/SUPPLI	13.79
				..... TOTAL	35.49
103235	2/11	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	1/11 COUPON REDMPTN	2,094.00
			501-09-50102-219-000	1/11 COUPON REDMPTN	748.00
			501-09-50102-219-000	2/11 PROFSNL SERVC	350.00
			501-09-50102-219-000	1/11 COUPON INCENTV	83.76
			501-09-50102-219-000	1/11 COUPON INCENTV	29.92
			501-09-50102-219-000	1/11 PER CHECK FEE	3.00
			501-09-50102-219-000	1/11 PER CHECK FEE	3.00
			501-09-50102-219-000	1/11 POSTAGE FEE	2.64
			501-09-50102-219-000	1/11 POSTAGE FEE	2.64
			501-09-50102-219-000	1/11 POSTAGE MRIS	1.73
			501-09-50102-219-000	1/11 POSTAGE MRIS	.44
				..... TOTAL	3,319.13

START DATE FOR SUMMARY: 2/01/11 END DATE FOR SUMMARY: 2/28/11

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103255	2/11	FASTENAL COMPANY	501-09-50104-389-000	1/11 SW-TOOLS/MATRLS	18.10
			501-09-50104-389-000	1/11 SW-TOOLS/MATRLS	11.83
			501-09-50104-389-000	1/11 SW-TOOLS/MATRLS	8.75CR
				..... TOTAL	21.18
103259	2/11	MENARDS (KENOSHA)	501-09-50103-361-000	1/11-SW MERCHANDISE	39.97
			501-09-50103-362-000	1/11-SW MERCHANDISE	19.99
			501-09-50105-344-000	1/11-SW MERCHANDISE	19.47
				..... TOTAL	79.43
103319	2/16	MINNESOTA LIFE INSURANCE	501-09-50101-156-000	03/11 PREMIUM	28.92
			501-09-50103-156-000	03/11 PREMIUM	4.28
			501-09-50105-156-000	03/11 PREMIUM	3.18
				..... TOTAL	36.38
103330	2/16	OFFICEMAX	501-09-50101-311-000	01/11 EN #1727 OFFC	29.71
			501-09-50101-311-000	01/11 EN #1723 OFFC	22.74
				..... TOTAL	52.45
103384	2/16	BILLINGSLEY, SHELLY	501-09-50101-367-000	SWU SHIRTS-STAFF	220.75
103415	2/18	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	CARBIDE BAR	426.00
			501-09-50104-344-000	1/11-SW DEFLECTORS	193.65
			501-09-50104-344-000	ANGLE BRACKET	32.95
				..... TOTAL	652.60
103426	2/18	LINCOLN CONTRACTORS SUPPLY	501-09-50103-361-000	1/11-SW TOOLS/SUPPLI	123.08
103464	2/18	G2 PRINTING SOLUTIONS	501-09-50101-311-000	KEY CHAINS	2,320.00
			501-09-50101-311-000	SET UP COST	50.00
				..... TOTAL	2,370.00
103477	2/18	CITIES & VILLAGES MUTUAL	501-09-50101-273-000	2011 GEN LIAB INS	13,290.00
103478	2/18	CITIES & VILLAGES MUTUAL	501-09-50103-276-000	2011 AUTO PHYS INS	731.61
103479	2/18	CITIES & VILLAGES MUTUAL	501-09-50101-273-000	2011 EXCESS W/C INS	370.00
103480	2/18	CITIES & VILLAGES MUTUAL	501-09-50101-273-000	2011 EMPL LIAB INS	126.00
103481	2/18	CITIES & VILLAGES MUTUAL	501-09-50101-273-000	2011 EX PUBL ENTITY	63.00
103482	2/18	CITIES & VILLAGES MUTUAL	501-09-50101-277-000	2011 BOILER INS	19.47

START DATE FOR SUMMARY: 2/01/11 END DATE FOR SUMMARY: 2/28/11

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
103520	2/23	BUMPER TO BUMPER	501-09-50104-389-000	01/11 SW PARTS, MATE	64.08
103525	2/23	M A TRUCK PARTS	501-09-50105-344-000	1/11-ST MATERIALS /S	373.94
103541	2/23	AT&T	501-09-50101-227-000	01/29-02/27/11 MAIN	63.35
			501-09-50101-225-000	01/29-02/27/11 MAIN	10.11
				..... TOTAL	73.46
103547	2/23	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	1/11-SW TOOLS/SUPPLI	240.40
103567	2/23	MENARDS (KENOSHA)	501-09-50104-344-000	1/11 SW MERCHANDISE	49.98
103571	2/23	VILLAGE OF BRISTOL	501-09-50102-219-000	COST SHARE WIN FEES	3,418.00
103629	2/25	BATTERIES PLUS LLC	501-09-50101-385-000	GPS10043 7.4V LI ION	257.00
			501-09-50101-385-000	GPS10042 7.4V LI ION	85.50
			501-09-50101-385-000	CAMERA BATTERY	25.64
			501-09-50101-385-000	DURPC1604 9V	20.99
			501-09-50101-385-000	DURPC1300 PROCELL D	11.39
				..... TOTAL	400.52
GRAND TOTAL FOR PERIOD *****					37,241.39