

AGENDA
FINANCE COMMITTEE MEETING
Kenosha Municipal Building - Room 204
Monday, August 2, 2010
5:30 P.M.

Chairman: David F. Bogdala

Vice Chair: Daniel L. Prozanski, Jr.

Alderman: Katherine Marks

Alderman: Eric J. Haugaard

Alderman: Tod Ohnstad

Alderman: Theodore Ruffalo

Call to Order

Roll Call

Approval of the minutes of the regular meeting held July 19, 2010.

1. Proposed Ordinance by Public Works Committee- To Create Subsection 1.05 Q. (*of the Code of General Ordinances*), Entitled "Aldermanic Notice". (PW-Ayes 5: Noes 0; PSW-Ayes 5: Noes 0; LP-Recommendation Pending)
2. Proposed Ordinance by Public Works Committee - To Create Subsection 1.06 Y. (*of the Code of General Ordinances*), Entitled "Aldermanic Notice". (PW-Ayes 5: Noes 0; PSW-Ayes 5: Noes 0; LP-Recommendation Pending)
3. First Industrial Investment II, LLC Indemnity Agreement.
4. Approval of Contract by and between the City and Droprite Tree and Landscaping, LLC (in the amount of \$60,000.00). (Park Commission-Ayes 5: Noes 0; SWU-Ayes 6: Noes 0) (Deferred from July 19, 2010 Meeting)
5. Approval of Contract by and between the City and Trees "R" US, Inc. (in the amount of \$100,000.00). (Park Commission-Ayes 5: Noes 0; SWU-Ayes 6: Noes 0) (Deferred from July 19, 2010 Meeting)
6. Approval of Contract by and between the City and Paul Swartz Nursery and Garden Shop, Inc. (in the amount of \$50,000.00). (Park Commission-Ayes 5: Noes 0; SWU-Ayes 6: Noes 0) (Deferred from July 19, 2010 Meeting)
7. NSP Developer's Agreement between the City of Kenosha and the Kenosha Housing Authority for property at 6105 25th Avenue. (12th District)
8. Permanent Limited Easement and Temporary Construction Easement between the City of Kenosha and Kent & Angela Morton for property at 1338 20th Avenue. 1st District. (Morton) (PW-DENY-Ayes 5: Noes 1)
9. Approval of Contract by and Between the City and Guelig Waste Removal and Demolition, LLC to Raze Building at 5024 47th Avenue (in the amount of \$11,820.00).
10. KABA 2nd Quarter Loan Reports.
11. Requests to Rescind Trash & Debris Removal Special Assessments:
 - a. Bobby & Anna Sexton, 1902-62nd Street (05-123-06-232-014) \$260.00
 - b. Herbert Reuteler, 1405-44th Street (11-223-30-380-005) \$350.00
12. Proposed Resolution to Levy Special Assessments for Trash and Debris Removal Upon Various Parcels Located Within the City of Kenosha in the Total Amount of \$5,736.90 per List on File in the Office of the City Clerk.
13. Per Diem Request from Anthony Nudo for May 23 through 26, 2010 – RECON Real Estate Conference.

CITIZENS COMMENTS/ALDERMEN COMMENTS/OTHER BUSINESS AS AUTHORIZED BY LAW
IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE, PLEASE CALL 653-4020 BEFORE THIS MEETING

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

**Finance Committee
Minutes of Meeting Held Monday, July 19, 2010**

A meeting of the Finance Committee held on July 19, 2010 in Room 204 at the Kenosha Municipal Building was called to order at 5:35 p.m. by Chairman Bogdala.

At roll call, the following members were present: Aldermen Ohnstad, Ruffalo and Haugaard. Alderman Marks arrived during item #9.

It was moved by Alderman Haugaard, seconded by Alderman Ruffalo, to approve the minutes of the regular meeting held Monday, July 12, 2010. Motion carried unanimously.

It was moved by Alderman Ohnstad, seconded by Alderman Haugaard to move item #10 to the first of the agenda. Motion carried unanimously.

1. Approval of 2010 Sidewalk Rates.

It was moved by Alderman Ohnstad, seconded by Alderman Haugaard to approve. Motion carried unanimously.

2. Proposed Ordinance by Alderperson Patrick Juliana - To Amend Subsection 1.03 B. Paragraph 2, (of the Code of General Ordinances), Regarding Majority.

It was moved by Alderman Haugaard, seconded by Alderman Ruffalo to send with no recommendation. Motion carried unanimously.

3. Proposed Ordinance by Alderperson Patrick Juliana - To Repeal and Recreate Subsection 1.03 C.2. (of the Code of General Ordinances), Regarding Committee Composition.

It was moved by Alderman Haugaard, seconded by Alderman Ruffalo to send with no recommendation. Motion carried unanimously.

4. Proposed Ordinance by Alderperson Patrick Juliana - To Repeal and Recreate Subsection 1.03 C.6. (of the Code of General Ordinances), Regarding Agenda of Committee.

It was moved by Alderman Haugaard, seconded by Alderman Ruffalo to send with no recommendation. Motion carried unanimously.

5. Proposed Resolution by Finance Committee – To Amend the City of Kenosha Capital Improvement Program for 2008 and 2009 (by Creating Lines PK 10-002 “Lakefront Water Feature” in the Amount of \$29,000 and \$60,000 Respectively and Reducing Lines PK03-001 “Park Renovations” and PK95-004 “Park Facility Renovations” in the Amounts of \$29,000 and \$60,000 Respectively for a Net Change of \$0).

It was moved by Alderman Ohnstad, seconded by Alderman Haugaard to approve. Motion carried unanimously.

6. Proposed Resolution by Finance Committee - To Specially Assess Certain Parcels of Property per List on File in the Office of the City Clerk for:

a. Grass & Weed Cutting - \$19,006.25

b. Reinspection Fees - \$1,552.00

c. Boarding and Securing - \$3,491.10

d. Trash & Debris Removal - \$530.00

e. Graffiti Removal - \$550.00

f. Miscellaneous Assessment - \$420.00

It was moved by Alderman Haugaard, seconded by Alderman Ohnstad to approve. Motion carried unanimously.

7. Per Diem Requests to Attend the American Water Works Annual Conference on June 22, 2010:
 - a. Alderman Green - \$100.00
 - b. Alderman LaMacchia - \$100.00

It was moved by Alderman Haugaard, seconded by Alderman Ruffalo to approve. Motion carried unanimously.

8. Mid year budget review presentation by City Administrator Pacetti.

It was moved by Alderman Haugaard, seconded by Alderman Ohnstad to defer to July 28, 2010. Motion carried unanimously.

9. Contract between the City and ECC for services regarding Kenosha Chrysler Facility.

It was moved by Alderman Ohnstad, seconded by Alderman Haugaard to approve. Motion carried unanimously.

10. 2010 CDBG Subgrantee Agreements

- a. Boy Scouts of America - (After School Cub Scout Program)
- b. Boys & Girls Club of Kenosha – (Youth Mentoring Program)
- c. Bridges Community Center, Inc. - (Mental Health Outreach Specialist)
- d. Carpenter's Home Improvement – (Carpentry Career & Tech Ed Program (KUSD))
- e. Community Action Agency – (Roof Replacement/Mold Remediation/HVAC)
- f. ELCA Urban Outreach Center – (Services for Low-Resource/Homeless)
- g. Kemper Center, Inc. - (Ambrose Hall Door/Window Replacement)
- h. Kenosha Achievement Center, Inc. - (Handicapped Accessible Entrance Ramp)
- i. Kenosha Area Family & Aging Services – (Volunteer Transportation Service)
- j. Kenosha Human Development Services – (Kitchen Remodel-Juvenile Shelter Care)
- k. Kenosha Literacy Council, Inc. - (Literacy Program)
- l. Kenosha Senior Citizens Council – (Masonry Wall Repairs/Mold Remediation)
- m. Kenosha YMCA – (Frank Neighborhood Project)
- n. Lemon Street Gallery & Art Space – (WiFi in Union Park Neighborhood)
- o. New Song Ministries, Inc. - (Services to Reduce Recidivism)
- p. Potter's Center – (Services to Strengthen Family Culture)
- q. Shalom Center – (Emergency Family Shelter Program)
- r. Spanish Center – (Community Outreach and Translations)
- s. Urban League of Racine/Kenosha – (Second Floor Classroom/Office Construction)
- t. Urban League of Racine/Kenosha – (Pre-Apprenticeship Training Program)
- u. Walkin'In My Shoes, Inc. - (Survival Backpack Outreach Program)
- v. WI Women's Business Initiative Corp – (Micro-Enterprise Technical Assistance/Loans)
- w. Women & Children's Horizons – (Facility Improvements)
- x. Women & Children's Horizons – (Legal Advocacy)

It was moved by Alderman Ohnstad, seconded by Alderman Haugaard to approve. Motion carried unanimously.

11. NSP Developer's Agreement between the City of Kenosha and the Kenosha Housing Authority

- a. 1414 59th Street (District #8)
- b. 6638 16th Avenue (District #8)
- c. 5512 24th Avenue (District #7)
- d. 6615 15th Avenue (District #8)
- e. 2103 45th Street (District #6)
- f. 5126 21st Avenue (District #7)

It was moved by Alderman Ohnstad, seconded by Alderman Haugaard to separate items a through e from f. It was moved by Alderman Ohnstad, seconded by Alderman Haugaard, to approve items a through e. Motion carried unanimously. It was moved by Alderman Haugaard, seconded by Alderman Ohnstad, to approve item f as amended. Motion carried unanimously.

12. Request from Kenosha Human Development Services to extend their 2009 CDBG Subgrantee Agreement.
It was moved by Alderman Marks, seconded by Alderman Ohnstad to approve. Motion carried unanimously.
13. Approval of Contract by and between the City and Droprite Tree and Landscaping, LLC (in the amount of \$60,000.00).
It was moved by Alderman Ruffalo, seconded by Alderman Ohnstad to approve depending upon approval of Park Commission & Stormwater Utility Committee. Motion carried unanimously. It was moved by Alderman Ruffalo, seconded by Alderman Ohnstad, to reconsider. Motion carried unanimously. It was moved by Alderman Ohnstad, seconded by Alderman Ruffalo to defer. Motion carried unanimously.
14. Approval of Contract by and between the City and Trees “R” US, INC (in the amount of \$100,000.00).
It was moved by Alderman Ruffalo, seconded by Alderman Ohnstad to defer. Motion carried unanimously.
15. Approval of Contract by and between the City and Paul Swartz Nursery and Garden Shop, INC (in the amount of \$50,000.00).
It was moved by Alderman Haugaard, seconded by Alderman Ruffalo to defer. Motion carried unanimously.
16. Approval of Intergovernmental Agreement with State of Wisconsin Department of Natural Resources to address Leaking Underground Storage Tank(s) at the Chrysler Engine Plant.
It was moved by Alderman Ohnstad, seconded by Alderman Haugaard to approve. Motion carried unanimously.
17. Disbursement Record #11 – \$5,596,476.18 & Disbursement Record #12 - \$4,178,937.80.
It was moved by Alderman Haugaard, seconded by Alderman Ohnstad to approve. Motion carried unanimously.
18. Proposed Resolution by Finance Committee – To Provide a Contribution for Attorney Fees Incurred by Richard Meeker (Request of Richard F. Meeker for reimbursement of legal fees incurred in prosecuting an employment claim against the City) *CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to §§ 19.85(1)(c), (f), and (g) to consider the compensation or performance evaluation data, the financial, social, personal history, or disciplinary data of specific public employees; counsel for the City may be available to render oral advice with regard to litigation strategy. The Common Council may or may not reconvene into open session for purposes of holding a hearing and making a final determination. (Deferred from the Meeting held on Monday, July 12, 2010)*
It was moved by Alderman Haugaard, seconded by Alderman Ruffalo, to go into closed session. Motion carried unanimously. It was moved by Alderman Ohnstad, seconded by Alderman Ruffalo, to go into open session. Motion carried unanimously. It was moved by Alderman Haugaard, seconded by Alderman Marks, to deny. Motion carried 3-2 (Bogdala & Ruffalo voting nay).

There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 6:41pm.

***NOTE: Minutes are unofficial until approval by the Finance Committee scheduled for Monday, August 2, 2010.**

ORDINANCE NO. _____

DRAFT 05.14.10
Amended 7.26.10
at PW meeting

BY: PUBLIC WORKS COMMITTEE

**TO CREATE SUBSECTION 1.05 Q. OF THE CODE OF
GENERAL ORDINANCES, ENTITLED "ALDERMANIC
NOTICE"**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: Subsection 1.05 Q. of the Code of General Ordinances for the City

of Kenosha, Wisconsin, is hereby created as follows:

1.06 Y. Aldermanic Notice. Whenever a City Board or Commission, or personnel authorized by the Board or Commission, has scheduled a public meeting, which is not a regularly scheduled meeting of the Board or Commission, separate aldermanic written notice shall be given by the Board or Commission to each alderperson at least 72 hours prior to the commencement of such meeting unless for good cause such notice is impossible or impractical, in which case shorter notice may be given, but in no case may the notice be provided less than two (2) hours in advance of the meeting. The written notice ~~may shall~~ be on paper ~~or~~ and in electronic ~~mail~~ (e-mail) format. ~~The affected alderperson(s) shall be required to give approval for their district.~~ Receipt shall be presumed upon delivery to the aldermanic mailbox located within City Hall or upon sending an electronic message to the alderperson's City issued e-mail account. The notice shall announce the time, place and subject matter of the meeting. "Public Meeting" means the convening of members of a City Board or Commission for the purpose of meeting with the public to discuss a topic which is subject to the responsibility, authority, or duties delegated to the department ~~for which a general invitation to unspecified attendees has been published or posted.~~

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

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ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (this “Agreement”) made and effective as of the _____ day of January, 2010, is made by FIRST INDUSTRIAL INVESTMENT II, LLC, a Delaware limited liability company (“FII”).

R E C I T A L S:

WHEREAS, First Industrial Investment, Inc. (the “FR”) entered into that certain Development Financing Agreement (Tax Incremental District No. 11) with the City of Kenosha (the “City”) dated as of August 1, 2007 (the “2007 Agreement”), with respect to certain property in Tax Incremental District No. 11 (the “District”) under which FR intended to develop for industrial uses as set forth in the 2007 Agreement; and

WHEREAS, the City and FR entered into that certain Amended and Restated Development Financing Agreement (Tax Incremental District No. 11) as of April 21, 2008 (the “Amended and Restated Agreement”), in which the parties amended and restated the 2007 Agreement in order to encompass all of the Property owned or to be developed by FR and the Developer’s Improvements; and

WHEREAS, the City issued to FR the Series A Bond dated October 1, 2007, in the original principal amount of \$4,906,000, which such principal amount is to be adjusted to an amount equal to the actual cost of the Developer’s Improvements (as defined in the Amended and Restated Agreement) but not to exceed \$11,781,754, with such principal amount bearing interest from issue date at the rate of 9.5% per annum (the “Series A Bond”); and

WHEREAS, as part of its restructuring, FR assigned, and FII assumed, all of FR’s right, title, and interest in and to the Amended and Restated Agreement and Series A Bond pursuant to that certain Assignment and Assumption of Amended and Restated Development Financing Agreement made and effective as August 31, 2009 (the “Assignment”), and the City consented to the same; and

WHEREAS, as part of the Assignment and registration of FII as the new Series A bondholder, FII, upon an exhaustive search of its files, was unable to locate the original Series A Bond that the City issued to FR; and

WHEREAS, FII desires for the City to issue a duplicate original Series A Bond to FII to replace the original Series A Bond, and FII agrees to indemnify and hold the City harmless from and against any liabilities relating to the reissuance of the Series A Bond as set forth herein.

NOW, THEREFORE, in consideration of the issuance of a duplicate original of the Series A Bond to FII, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows:

1. **Series A Bond Lost.** The Series A Bond was lost or inadvertently destroyed on or about, _____, 2009, under the following circumstances:

FR relocated its offices since the issuance of the Series A Bond,
and the employee of FR who previously was the project leader for FR in

QB\9536823.2

the creation of the District and for FR's negotiation of the 2007 Agreement, Amended and Restated Agreement, and recipient of the original Series A Bond, is no longer with FR. It is believed the original Series A Bond was lost or inadvertently destroyed during the office relocation and/or the transitioning of the files to the successor employee.

2. **Indemnification of City.** In consideration of the City's issuance of a duplicate original Series A Bond, FII agrees to indemnify and hold harmless the City, its officials, agents and employees (collectively, the "Indemnified Parties"), from and against any loss, damage, claim, or expense, including, but not limited to all attorneys' and other professional fees and costs incurred by the Indemnified Parties arising from or related to: (a) the City's issuance of the duplicate original Series A Bond or (b) FII's failure to observe its obligations under this Agreement or the duplicate original Series A Bond.

3. **Return of Found Original Series A Bond.** FII agrees that, in case the original Series A Bond is found, it will be promptly returned to the City.

4. **Representations and Warranties to City.** FII represents and warrants to the City for the purposes of the City's issuance of the duplicate original Series A Bond, that as of the date hereof: (a) it is duly organized, existing, and in current status in the state of Delaware; (b) it has the authority to enter into and perform this Agreement; (c) this Agreement does not conflict with other agreements or obligations of FII, and the obligations of the same are valid, binding, and enforceable against FII; (d) no lawsuits have been filed or threatened against it relating to, or that would materially affect, its obligations to the City under this Agreement or the duplicate original Series A Bond, and FII has no cause to believe that there is any reason for any such lawsuit to be filed against it; (e) FII is sufficiently capitalized to perform and pay its obligations under this Agreement and the duplicate original Series A Bond; (f) FII does not have any defenses, claims, rights of setoff, or rights of recoupment against any obligations to the City under the Series A Bond; (g) there is no claim or demand made on or against the original Series A Bond by any third party, and FII has no cause to believe that there is any reason for any such claim or demand; and (h) FII has not assigned, endorsed, sold, or other transferred all or any portion of the Series A Bond.

5. **City Right of Setoff.** The City may set off any payments due and owing to FII under the Series A Bond against any loss, damage, claim, or expenses incurred by the Indemnified Parties under Section 2, above, in connection with issuance of the duplicate original Series A Bond; provided, however, the City shall first provide FII a written notice of such amounts intended to be setoff and the reasons therefor.

6. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the parties.

7. **Captions.** The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof.

8. **Authority.** FII represents that the execution of this Agreement has been property authorized, and that the person signing this Agreement has been properly authorized to sign this Agreement on behalf of FII.

9. **Capitalized Terms.** Capitalized terms not otherwise defined in this Agreement shall have the same meaning as those capitalized terms are defined in the Amended and Restated Agreement.

10. **Notices.** All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified mail, postage prepaid, or sent by recognized commercial courier properly addressed as indicated below:

To FII: First Industrial Investment II, LLC
311 South Wacker Drive
Suite 4000
Chicago, IL 60606

To the City: City of Kenosha
ATTN: City Administrator
625 – 52nd Street
Kenosha, WI 53140

Any party may, by written notice to the other party, designate a change for notice purposes.

[Signatures begin on the next page.]

IN WITNESS WHEREOF, FII has caused this Agreement to be executed as of the date and year first above written.

FIRST INDUSTRIAL INVESTMENT II, LLC

By: First Industrial, L.P., its sole member

By: First Industrial Realty Trust, Inc., its sole general partner

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

Acknowledgment taken in the State of Wisconsin

STATE OF _____)
)ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2010, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument.

Notary Public
My commission expires: _____

CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

By: _____
Mayor

By: _____
City Clerk

2010 CONTRACT TO REMOVE TREES

By And Between

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

And

**DROPRITE TREE & LANDSCAPE, LLC,
A Wisconsin Limited Liability Company**

TOTAL CONTRACT AWARD NOT TO EXCEED \$60,000.00

CONTRACT AMOUNT: \$21,495.00

**COMPENSATION FOR ADDITIONAL REMOVAL AS REQUIRED BY THE CITY OF
KENOSHA: NOT TO EXCEED \$38,505.00**

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 Finance, hereinafter referred to as "**CITY**", and **DROPRITE TREE & LANDSCAPE, LLC**, a Wisconsin limited liability company, located at P.O. Box 163, Somers, Wisconsin 53171, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, CONTRACTOR has submitted to **CITY** a written proposal to remove trees according to the specifications and special conditions contained in the Request for Proposals, and **CITY** has accepted said proposal, effective upon **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 State law.

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

1. DEFINITIONS.

a. "**AGREEMENT**". The following documents comprise the complete Agreement: Request for Proposals, Proposal, this executed "2010 Contract To Remove Trees", 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, Determinations 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 Finance and Park Division, and are incorporated into this Contract by reference.

b. **"CONTRACTOR"** shall mean Droprite Tree & Landscape, LLC, and any subcontractors approved by the CITY.

c. **"FORESTER"** shall mean the Forester of the City of Kenosha within the Park Division, and includes designees.

d. **"OVERPAYMENT"** means any money **CONTRACTOR** received which **CONTRACTOR** was not entitled to receive under this Agreement, 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 CITY.

e. **"STUMPING"** means either removal of a stump or grinding of a stump, as appropriate.

f. **"REMOVAL PROCESS"** means the systematic removal of the tree, commencing with the first cut or break by the **CONTRACTOR**, and including the trunk, stump, and debris removal.

g. **"WORK"** means any contractual endeavor undertaken by **CONTRACTOR**, by itself and through approved subcontractors, to fulfill the terms of the Agreement, 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.

h. **"WORKING DAY"** means a calendar day, excluding weekends and legal holidays.

2. WORK TO BE PERFORMED BY CONTRACTOR AND PRICE/COST. **CONTRACTOR**, for the sum of Twenty-one Thousand Four Hundred Ninety-five (\$21,495.00) Dollars, will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this Agreement. In addition, **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 Thirty-Eight Thousand Five Hundred Five Dollars (\$38,505.00). In the event of a conflict between the Request for Proposals, the Proposal and the 2010 Contract To Remove Trees, the terms and conditions of the 2010 Contract To Remove Trees shall control and supersede the other documents. Work comprises the removing the trees specified in Exhibit "A" in accordance with the Specifications and Special Conditions in Exhibit "B", which Exhibits are attached hereto and incorporated herein by reference. In the event of a conflict with this Contract To Remove Trees, the Specifications and Special Conditions will control and supersede an inconsistent provision in this 2010 Contract To Remove Trees.

3. COMMENCEMENT AND DILIGENT PROSECUTION OF WORK. **CONTRACTOR** will commence work within ten (10) working days following execution of Contract and notice to proceed, and will prosecute Work diligently until fully complete in accordance with this Contract. **CONTRACTOR** shall complete Work within the Contract term.

CONTRACTOR shall fully remove at least five (5) trees per week until

Agreement is terminated. **CONTRACTOR** shall complete the removal process with respect to each tree within ten (10) working days of the start of the removal process.

CONTRACTOR, in the event of a dispute respecting quantity or quality of Work, shall not refuse to perform Work and shall not delay the performance of Work pending the resolution of said dispute. Arbitration is not herein required and unresolved disputes may be settled through the Courts.

CONTRACTOR has the duty of requesting of **FORESTER**, in writing, prior to the time for Contract completion, for an extension of time to complete the Work where the progress of the Work was delayed, the Work will not be completed on time, and **CONTRACTOR** was not responsible for such delay. Should **FORESTER** grant an extension, **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should **FORESTER** determine that the Work will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was not justified, **FORESTER** shall provide **CONTRACTOR** with written notice requiring **CONTRACTOR** to take such extraordinary measures as may be required to complete Work on time, or as close to on time as possible. The failure of **CONTRACTOR** to take such extraordinary measures shall be grounds for **CITY** to suspend Work by **CONTRACTOR** and take such other measures as will assure completion of Work within the Contract time, or if that is impossible, within a reasonable time. Nothing contained herein shall prevent **FORESTER** from stopping the **CONTRACTOR** from proceeding with 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 Work, until completion and acceptance, or December 31, 2010, whichever is earlier.
- b. Respecting warranty, until expiration of warranty term.
- c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of applicable statutes 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 Agreement, the nonbreaching party shall thereupon have the right to terminate this Agreement 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.

CONTRACTOR shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of **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 **CONTRACTOR** and **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of Work, or as to the quality of 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.

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. **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with Work as will assure professional quality of Work and a rate of progress which will assure the timely completion of Work. **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform Work.

8. SUSPENSION OF WORK BY CITY. **FORESTER** shall have authority to suspend Work where he/she believes that **CONTRACTOR** is not performing Work in accordance with this Contract. **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete Work where Work is suspended by **FORESTER** for good cause.

9. INJUNCTIONS. Should a preliminary or temporary injunction suspend Work for a period of time, the deadline for completion of 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 Work, this Contract shall be null and void as of the date such injunction, Court order or judgment becomes final, although **CONTRACTOR** shall be entitled to reasonable compensation for Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of Work, this Contract shall be deemed modified in accordance therewith and compensation of **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of Work.

10. CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE. **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of Work identified in **CITY** Request for Proposals. Increases in the scope of Work shall result in a determination of **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 **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in **CITY** Department of Finance and Park Division, and incorporated into this Contract by reference. Should **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 **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 or 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. **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in said list must be approved by **FORESTER**. **CONTRACTOR** is responsible for the Work of subcontractors and for delays in Work occasioned thereby.

CONTRACTOR has a duty to remove and replace subcontractors whose

involvement in Work will result in a breach of this Contract.

13. CONTROL AND PROTECTION OF WORK SITE. CONTRACTOR shall be responsible for the control and protection of Work site from commencement of Work until Work is completed.

14. WARRANTY. CONTRACTOR will replace any Work which is defective or not in conformity with this Contract at no cost to CITY for a period of one (1) year after final acceptance of Work by CITY.

15. CITY COOPERATION. CITY will reasonably cooperate with CONTRACTOR to facilitate CONTRACTOR'S performance of Work. CITY will physically mark trees to be removed and notify CONTRACTOR of the nature of the markings. CONTRACTOR will provide reasonable notice to CITY when the assistance thereof is requested. However, CITY has no obligation to supervise or perform any part of Work.

16. GOVERNMENTAL PERMITS AND APPROVALS. CONTRACTOR is authorized to perform work under this Contract without obtaining a separate permit from the FORESTER or a Street Encroachment Permit.

17. LAWS, RULES AND REGULATIONS. CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and 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 CONTRACTOR performs Work as an independent Contractor, FORESTER shall have the right to request CONTRACTOR to remove and replace any of CONTRACTOR'S employees involved in Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any CITY personnel associated with Work. CONTRACTOR will comply with any reasonable request.

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

19. SANITATION AND HEALTH. CONTRACTOR has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking such Work site precautions as will deter the spread of infectious diseases. CONTRACTOR shall not use materials in such manner as to pose a health hazard. 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 in the matter.

20. INSPECTION. CITY has the right, at its cost and expense, to assign or retain inspectors to determine that Work is performed in conformance with this Contract. Only FORESTER, however, can reject Work. The use of inspectors by CITY shall not relieve 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 FORESTER to have CONTRACTOR take corrective action at CONTRACTOR'S cost and expense to remedy such deficiencies or defects, when discovered. The use of inspectors by

CITY shall not relieve **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. Materials used must be suitable to and compatible with the nature of the Work, Work site and prevailing year round weather conditions that affect Work and the Work site.

22. UTILITIES. CONTRACTOR has the obligation of obtaining utility locations, clearances, or cutoffs directly from the relevant utility at **CONTRACTOR'S** cost and expense.

23. CLEANUP. CONTRACTOR shall at all times keep all areas related to Work, including all rights-of-way, 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 Work.

Within twenty-four (24) hours after the completion of the Removal Process on a specified tree, **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the Work site and the sites of easements and areas related to Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should **CONTRACTOR** neglect any such duty, **FORESTER** may cause any such Work to be performed at **CONTRACTOR'S** cost and expense.

24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS. **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 **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. **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Finance.

25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION. In the event that **CONTRACTOR** fails to fully and completely perform Work within the Contract term, **CONTRACTOR** shall pay to **CITY** for such default the sum of One Hundred (\$100.00) Dollars 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 **CITY** from **CONTRACTOR**.

26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT. CONTRACTOR recognizes the right of **CITY** to suspend Work, to order the revision of nonconforming Work, to re-let all or part of Work or to itself perform such Work as may be required to ensure the timely completion of Work or to replace improper or defective Work, as determined necessary by **FORESTER**. No provision of this section 26 may be construed to relieve **CONTRACTOR** of its obligations under this Contract.

27. OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT. **CONTRACTOR** will promptly, upon receipt of written demand from **CITY** Director of Finance, refund any Overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall pay **CITY** interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full.

Should **CONTRACTOR** owe **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 Work under this Contract, **CONTRACTOR** authorizes **CITY** to deduct said amount from any payment due **CONTRACTOR** hereunder.

28. SAFETY PRECAUTIONS. **CONTRACTOR**, during the performance of Work, shall assume control of the Work site and put up and properly maintain, at **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make 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 Work, during both day and night hours. **FORESTER** may order **CONTRACTOR**, by a time or date certain, to take designated safety measures and the failure of **CONTRACTOR** to promptly obey said order shall result in liquidate damages of Five Hundred (\$500.00) Dollars per day for each day said order is not complied with. **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 **FORESTER** or **CITY** inspectors or lack thereof, in this regard. **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

29. PAYMENT - ACCEPTANCE OF WORK. Payment shall be made by **CITY** on a monthly basis upon submission of invoice for completed Work to **CITY** Director of Finance, within fifteen (15) days after **FORESTER** executed a document accepting Work as being performed in accordance with this Contract, subject to the following.

CITY may withhold payment if **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which **CITY** may have against **CONTRACTOR** for improper, defective, or rejected Work or liquidated damages due to delay in the schedule of time for Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of **CONTRACTOR** which **CITY** could be secondarily liable for, which secondary liability was not assumed by **CITY** under this Contract.

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

30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION. **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Workers' and Unemployment Compensation or any other purpose. **CONTRACTOR** shall be responsible for Workers and Unemployment Compensation with respect to its employees.

31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES. **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of **FORESTER** and **CITY** is not liable for any costs 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 **CITY** will not be obligated to pay to **CONTRACTOR** any money for any Work performed by an unauthorized party. If this Contract is voided, **CONTRACTOR** will continue to be responsible for maintaining the safety of the Work site until relieved of this obligation by **FORESTER** or until another contractor takes possession of the Work site. The **CONTRACTOR** will be responsible for any cost, loss, expense or damages the **CITY** may incur in enforcing this provision.

32. INDEMNITY AND HOLD HARMLESS AGREEMENT. CONTRACTOR agrees that it will, at all times relevant to this Contract, defend, indemnify and hold harmless **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by **CONTRACTOR** or as a result of the willful or negligent act or omission of **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from **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 for sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

33. INSURANCE. CONTRACTOR, prior to performing 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.

- Commercial General Liability: General Aggregate - One Million (\$1,000,000.00) Dollars; each occurrence - One Million (\$1,000,000.00) Dollars.
- 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.
- Worker's Compensation - Statutory limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to Finance Department of **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. CONTRACTOR shall permit **CITY** employees and representatives to have reasonable access to 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 Agreement shall remain in full force and effect.

36. NONDISCRIMINATION. In the performance of Work under this Contract, **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. 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. No part of this Contract shall be construed to add,

supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees.

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 hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that **CITY** Director of Finance must approve any amendment of this Contract.

39. NOTICES. Notices required by or relevant to this Contract shall be furnished by **CONTRACTOR** to **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **FORESTER** or Director of Finance at the Municipal Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140.

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

Mr. Daniel Tessmann, President,
Droprite Tree & Landscape, LLC,
P.O. Box 163,
Somers, Wisconsin 53171

40. EXECUTION AUTHORITY. **CITY** and **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 below given.

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

BY: _____
CAROL STANCATO, Finance Director
Date: _____

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

BY: _____
DIRK NELSON, City Forester
Date: _____

DROPRITE TREE & LANDSCAPE, LLC,
A Wisconsin Limited Liability Company

BY: _____
DANIEL TESSMANN, Managing Member
Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

EXHIBIT A

ADDRESS	STREET	SPECIES	Cost	Modifier	DBH	LOCATION	RPLCT	MARKED	NOTES
3551	10 AVE.	SILVER MAPLE			44		1	01/21/10	
7718	10 AVE.	NORWAY MAPLE			20		1	01/20/10	LOW GROWING VARIETY
7551	15 AVE.	LINDEN			16	ON 15 AVENUE	1	01/20/10	
4710	17 AVE.	SILVER MAPLE			18		1	01/20/10	LOW GROWING VARIETY
7504	19 AVE.	LINDEN			21	ON 75 STREET	1	01/21/10	LOW GROWING VARIETY
4219	21 AVE.	LINDEN			29		1	01/20/10	
1605	21 ST.	NORWAY MAPLE			17		1	01/20/10	
2821	23 AVE.	SUGAR MAPLE			29		1	01/21/10	
3012	23 AVE.	ASH			28		0	01/20/10	
6703	23 AVE.	SIBERIAN ELM			44		1	01/22/10	
7119	24 AVE.	SILVER MAPLE			36		1	01/20/10	
7119	24 AVE.	SILVER MAPLE			38		N/A	01/20/10	
7328	24 AVE.	NORWAY MAPLE			13		1	01/20/10	LOW GROWING VARIETY
2303	24 ST.	NORWAY MAPLE			17	WEST TREE	1	01/20/10	ON 23 AVENUE
7947	25 AVE.	ASH			20		1	01/20/10	STREET LIGHT CONFLICT
2216	26 AVE.	NORWAY MAPLE			15		1	01/20/10	
2217	26 AVE.	NORWAY MAPLE			22		1	01/20/10	
3106	26 AVE.	HONEYLOCUST			26		1	01/22/10	LOW GROWING VARIETY
5557	31 AVE.	NORWAY MAPLE			31		0	01/22/10	
5557	31 AVE.	NORWAY MAPLE			31		0	01/22/10	
5557	31 AVE.	NORWAY MAPLE			24		0	01/22/10	
2616	31 ST.	NORWAY MAPLE			28		1	01/22/10	
2120	32 ST.	LINDEN			24		1	01/20/10	
7738	34 AVE.	SILVER MAPLE			44		1	01/22/10	
6708	35 AVE.	SIBERIAN ELM			36		1	01/20/10	
7209	38 AVE.	SILVER MAPLE			39		1	01/21/10	
5606	44 AVE.	NORWAY MAPLE			26	SOUTH TREE	0	01/21/10	EXISTING STREET TREE
6109	44 AVE.	NORWAY MAPLE			22		1	01/21/10	
6118	44 AVE.	SILVER MAPLE			22		1	01/21/10	
6118	44 AVE.	SILVER MAPLE			16		N/A	01/21/10	
6320	5 AVE.	ASH			17		0	01/21/10	NARROW PARKWAY AND WIRES
6320	5 AVE.	ASH			15		1	01/21/10	NARROW PARKWAY AND WIRES
6323	57 AVE.	SILVER MAPLE			15		1	01/22/10	
6323	57 AVE.	SILVER MAPLE			11		N/A	01/22/10	
6414	57 AVE.	NORWAY MAPLE			20		?	01/22/10	
4053	6 AVE.	NORWAY MAPLE			22	SOUTH TREE	NO	01/20/10	EXISTING STREET TREE
4103	6 AVE.	BOXELDER			15	NORTH TREE	NO	01/20/10	EXISTING STREET TREE

2010 Contract Removal List #1

ADDRESS	STREET	SPECIES	Cost	Modifier	DBH	LOCATION	RPLCT	MARKED	NOTES
4517	60 ST.	SUGAR MAPLE			20	TREE ON 46 AVE.	1	01/21/10	
920	62 ST.	NORWAY MAPLE			35	ON 62 STREET	1	01/21/10	
920	62 ST.	NORWAY MAPLE			28	ON 62 STREET	N/A	01/21/10	
214	68 PLACE	ASH			24	ON 68 PLACE		01/22/10	
214	68 PLACE	ASH			24	ON 68 PLACE		01/22/10	
214	68 PLACE	ASH			24	ON 68 PLACE		01/22/10	
4007	7 AVE	HONEYLOCUST			24		1	01/21/10	
4408	7 AVE	HONEYLOCUST			20		1	01/21/10	LOW GROWING VARIETY
2618	73 ST.	SUGAR MAPLE			21		1	01/21/10	LOW GROWING VARIETY
2618	73 ST.	SUGAR MAPLE			26		N/A	01/21/10	
3118	74 ST.	SILVER MAPLE			31	EAST TREE ON 74 ST.	0	01/21/10	
3118	74 ST.	SILVER MAPLE			28	ON 32 AVENUE	1	01/21/10	
4302	79 ST.	NORWAY MAPLE			20	NORTH TREE	1	01/21/10	ON 43 AVENUE
4620	79 ST.	SUGAR MAPLE			18	SOUTH TREE	0	01/21/10	ON 47 AVENUE
3501	86 Pl.	ASH			28		1	01/21/10	
LINCOLN	PARK	ASH			28			02/01/10	N. SIDE OF M.L.K DRIVE, 110' W OF 18 AVE
LINCOLN	PARK	ASH			25			02/01/10	N. SIDE OF M.L.K DRIVE, 200' W OF 18 AVE
LINCOLN	PARK	ASH			22			02/01/10	S. SIDE OF M.L.K DRIVE, 360' W OF 18 AVE
5802	PERSHING	NORWAY MAPLE			25	ON 58 ST.	1	01/21/10	
5903	PERSHING	NORWAY MAPLE			24	SOUTH TREE	0	01/21/10	EXISTING STREET TREE
6717	PERSHING	NORWAY MAPLE			18	NORTH TREE	1	01/21/10	
906	WASHINGTON	HONEYLOCUST			15		2	01/21/10	

**CITY OF KENOSHA, WISCONSIN
PARK DIVISION**

**TREE REMOVAL CONTRACT SPECIFICATIONS
AND SPECIAL CONDITIONS**

Proposal No. 10-10

WORK TO BE PERFORMED. Work shall consist of tree removal - severing and lowering portions of trees that prevent all damage to property, including turf, sidewalks, utilities, vehicles, persons and the like. This includes removing stumps and debris from the site and proper disposal.

LOCATION OF WORK. Work will consist of tree removal on public right-of-ways, City-wide, per the attached list, which is incorporated herein by reference.

SUPERVISION. 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).

INSPECTIONS. The Contractor shall call the Kenosha Park Division at 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 Park Division of locations for that day's work. The Park Division may conduct inspections of Contractor's work at any time without notification.

PUBLIC RELATIONS. The Kenosha Park Division has notified abutting property owners of anticipated work using the "Work Notification Form" and/or the "Hazard Tree Removal Notification" letter.

The Park Division shall provide a supply of informative leaflets at no cost to Contractor who will distribute them to each abutting property owner and place them at each building in 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 will be referred to the Park Division at 653-4080.

SAFETY. Work will conform to the most recent revision of American National Standards Institute Standard Z-133.1 (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.

REMOVAL. Only trees designated by the Park Division on designated work orders are to be removed. Trees are to be topped before removal, unless conditions allow felling, and removed at a maximum stump height of four (4") inches above the highest surrounding grade. No trees shall be felled onto sidewalks, traffic signs, hydrants or other infrastructure. **Removal includes: stump removal, removal of basal sprouts, brush, vines and weeds within three (3') feet of trunk.** Cleanup must be completed within two (2) hours of removal. The site is to be left in a condition at least as clean as pre-work conditions. Tree parts dropped or lowered from trees are to be kept off private property as much as possible. For

trees marked for removal that extend through power and/or telephone and/or cable television wires, it will be Contractor's responsibility to notify the responsible utilities prior to removal and make any necessary arrangements. Contractor is responsible for the hauling and disposal of all waste wood harvested during removal operations.

Once the removal process has begun for any said tree, the tree must be removed down to and including the stem, within five (5) working days of start. Any exception to this must be approved by the City Forester. The Kenosha Park Division may prioritize removals at its discretion. The Contractor shall be given twenty-four (24) hours advance notification of such action.

STUMP GRINDING. Only stumps designated by the Park Division on designated work orders are to be ground. Stumps and all exposed roots are to be ground out to a depth of twelve (12") inches below surface of soil and to a radius of five (5') feet to provide a uniform and level surface. Grinding debris will be packed into and mounded over stump hole to a height of two (2") inches above curb or sidewalk height. Contractor is responsible for the hauling and deposit of all excess grinding debris. Cleanup must be completed within two (2) hours of grinding. The site is to be left in a condition at least as clean as pre-work conditions. Grinding debris is to be kept off private property, streets and sidewalks as much as possible. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump grinding. Stumps must be ground within three (3) weeks of tree removal.

TRAFFIC CONTROL. Traffic control is the total responsibility of Contractor and must be coordinated with the Public Safety Dispatcher (656-1234). Contractor is 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.

EVIDENCE. In all situations involving injury or property damage, Contractor is not to perform further work until photography, police reports and other evidence gathering activities are completed. The Park Division will supply guidelines for this situation. Contractor is to make no statement 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 Park Division at 653-4080.

PAYMENTS. Payment shall be made monthly, unless otherwise agreed. Payment shall be made within fifteen (15) working days after the Finance Department receives an invoice or application for payment with adequate cost breakdown to certify payment due. Payment shall be on a per tree basis. Stump removal and cleanup must be completed.

ASSIGNMENT AND SUBLETTING. No Contract shall be assigned or subcontracted without the written consent of the Park Division. In no case shall consent relieve the Contractor from Contractor's contractual obligation or change the terms of this Contract. Any assignee or subcontractor approved by the Park Division shall be required to submit insurance certificates as per the Contract requirements prior to any removals.

CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
REQUEST FOR PROPOSAL TO REMOVE TREES
WITH INSTRUCTIONS TO PROPOSERS
ADDENDUM #1
Proposal Notice No. 10-10

COPY

Change:

Proposal to Remove Trees – Estimated number of Trees is 59.

CITY OF KENOSHA



Carol L. Stancato
Director of Finance

**CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
REQUEST FOR PROPOSAL TO REMOVE TREES
WITH INSTRUCTIONS TO PROPOSERS
ADDENDUM #1
Proposal Notice No. 10-10**

The City of Kenosha, Wisconsin, Finance Department, will receive proposals to remove trees described in the Contract Specifications and Special Conditions, subject to the following procedure and requirements.

DEADLINE FOR RECEIPT. Friday, May 21, 2010, at 3:00 P.M.

CITY OFFICE WHERE FILED. Finance Department, Municipal Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140-3480.

FORM OF PROPOSAL. Proposals must be submitted sealed, on City forms, legible and fully complete in all respects. Proposals must be clearly marked with the scheduled date and time of opening. Proposals received after the date and time of opening will not be considered.

FOR MORE INFORMATION. Call Dirk Nelson, Park Division, at 653-4080.

NATURE OF WORK. The Project is not a Public Construction Contract under Wisconsin law. The City is not required to award the Contract to the lowest bidder meeting minimum qualifications.

SCOPE OF WORK. Contractor shall provide all labor, supervision, equipment, services and expertise required to perform tree removal as specified herein. Since this work requires special expertise, it is to be performed by a contractor which derives a majority of its annual income from arboricultural work and whose employees are highly trained and skilled in all phases of tree service work, including work around utility lines. The City requires proof of the Contractor's involvement in tree service work and successful completion of similar projects.

Additional removals may be added to the list at the proposed price per tree with the consent of Contractor.

CONTRACT REQUIRED. The Contractor selected to perform the work will be required to execute a Contract and related documents on City forms as a condition of performing the work. The Contract will include among its provisions:

- Time limit for completion is December 31, 2010, with liquidated damages of One Hundred (\$100.00) Dollars per day for delay where no time extension granted.
- Liability Insurance in the following limits:
- Commercial General Liability: General Aggregate - One Million (\$1,000,000.00) Dollars; each occurrence - One Million (\$1,000,000.00) Dollars.
- 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) Dollars;
OR a combined single limit of One Million (\$1,000,000.00) Dollars.
- Worker's Compensation: Statutory limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to

CITY, which shall provide that should any of the described policies be canceled or amended before the expiration date, the issuing company will endeavor to mail a thirty (30) day written notice to the certificate holder.

- Release and waiver of liens.

All work is to be performed in accordance with the Contract, which will supersede all other documents and representations.

INSPECTION AND REVIEW OF SITE AND CITY DATA. Each Proposer should examine the site upon which the work will be performed to assess site conditions and review City furnished data.

LISTING OF SUBCONTRACTORS, MAJOR MATERIAL SUPPLIERS (OVER \$5,000) AND DUMPING/DISPOSAL SITES. Proposer shall list in its Proposal its subcontractors, major material suppliers (over \$5,000.00) and dumping/disposal sites.

SPECIFICATIONS AND SPECIAL CONDITIONS. Specifications and special conditions for work are affixed hereto and will be included in Contract.

AWARD OF CONTRACT. City will award the Contract, through the Finance Department, to the Proposer of the Proposal that is deemed most advantageous to the City. In making this determination, City will consider with respect to each Proposer: general qualifications, special expertise, financial ability to perform work, work record and history, and experience in projects of a similar magnitude.

City reserves the right to reject unqualified or nonconforming Proposers, to reject all Proposers and request new proposals, to accept the Proposal most advantageous to the City, or to select the most qualified Proposer and negotiate a Contract.

EXECUTION OF DOCUMENTS. Documents which are required to be executed by Proposer shall be executed as follows:

1. **Corporations.** By the President and one other officer, preferably the Secretary.
2. **Limited Liability Companies.** By the Manager, managing member or member pursuant to the article of organization of the LLC.
3. **Partnerships.** By each general partner, unless partnership agreement provides otherwise.
4. **Individuals.** By each named individual.

Any exception thereto must be approved by the City Attorney, who may require such documents as may be necessary to consider an exception.

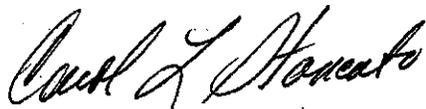
DOCUMENTS TO BE SUBMITTED. Contractors shall submit the following documents, on City forms, in the course of making a proposal.

- Proposal.
- Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal or Bid.
- List of subcontractors, major suppliers and dumping/disposal sites.
- Written certification that Contractor's employees working on the tree removals have successfully passed the Electrical Hazards Awareness

Program run by the National Arborist Association, Inc. (NAA) or equivalent.

If you are unable to submit a proposal at this time, but wish to remain on our mailing list, please respond with "No proposal at this time". Failure to respond may remove your company from our mailing list.

CITY OF KENOSHA

A handwritten signature in black ink, appearing to read "Carol L. Stancato". The signature is written in a cursive style with a large initial 'C'.

Carol L. Stancato
Director of Finance

**CITY OF KENOSHA, WISCONSIN
PARK DIVISION
ADDENDUM #1
TREE REMOVAL CONTRACT SPECIFICATIONS
AND SPECIAL CONDITIONS**

Proposal No. 10-10

WORK TO BE PERFORMED. Work shall consist of tree removal - severing and lowering portions of trees that prevent all damage to property, including turf, sidewalks, utilities, vehicles, persons and the like. This includes removing stumps and debris from the site and proper disposal.

LOCATION OF WORK. Work will consist of tree removal on public right-of-ways, City-wide, per the attached list, which is incorporated herein by reference.

SUPERVISION. 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).

INSPECTIONS. The Contractor shall call the Kenosha Park Division at 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 Park Division of locations for that day's work. The Park Division may conduct inspections of Contractor's work at any time without notification.

PUBLIC RELATIONS. The Kenosha Park Division has notified abutting property owners of anticipated work using the "Work Notification Form" and/or the "Hazard Tree Removal Notification" letter.

The Park Division shall provide a supply of informative leaflets at no cost to Contractor who will distribute them to each abutting property owner and place them at each building in 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 will be referred to the Park Division at 653-4080.

SAFETY. Work will conform to the most recent revision of American National Standards Institute Standard Z-133.1 (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.

REMOVAL. Only trees designated by the Park Division on designated work orders are to be removed. Trees are to be topped before removal, unless conditions allow felling, and removed at a maximum stump height of four (4") inches above the highest surrounding grade. No trees shall be felled onto sidewalks, traffic signs, hydrants or other infrastructure. **Removal includes: stump removal, removal of basal sprouts, brush, vines and weeds within three (3') feet of trunk.** Cleanup must be completed within two (2) hours of removal. The site is to be left in a condition at least as clean as pre-work conditions. Tree parts dropped or lowered from trees are to be kept off private property as much as possible. For

trees marked for removal that extend through power and/or telephone and/or cable television wires, it will be Contractor's responsibility to notify the responsible utilities prior to removal and make any necessary arrangements. Contractor is responsible for the hauling and disposal of all waste wood harvested during removal operations.

Once the removal process has begun for any said tree, the tree must be removed down to and including the stem, within five (5) working days of start. Any exception to this must be approved by the City Forester. The Kenosha Park Division may prioritize removals at its discretion. The Contractor shall be given twenty-four (24) hours advance notification of such action.

STUMP GRINDING. Only stumps designated by the Park Division on designated work orders are to be ground. Stumps and all exposed roots are to be ground out to a depth of twelve (12") inches below surface of soil and to a radius of five (5') feet to provide a uniform and level surface. Grinding debris will be packed into and mounded over stump hole to a height of two (2") inches above curb or sidewalk height. Contractor is responsible for the hauling and deposit of all excess grinding debris. Cleanup must be completed within two (2) hours of grinding. The site is to be left in a condition at least as clean as pre-work conditions. Grinding debris is to be kept off private property, streets and sidewalks as much as possible. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any stump grinding. Stumps must be ground within three (3) weeks of tree removal.

TRAFFIC CONTROL. Traffic control is the total responsibility of Contractor and must be coordinated with the Public Safety Dispatcher (656-1234). Contractor is 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.

EVIDENCE. In all situations involving injury or property damage, Contractor is not to perform further work until photography, police reports and other evidence gathering activities are completed. The Park Division will supply guidelines for this situation. Contractor is to make no statement 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 Park Division at 653-4080.

PAYMENTS. Payment shall be made monthly, unless otherwise agreed. Payment shall be made within fifteen (15) working days after the Finance Department receives an invoice or application for payment with adequate cost breakdown to certify payment due. Payment shall be on a per tree basis. Stump removal and cleanup must be completed.

ASSIGNMENT AND SUBLETTING. No Contract shall be assigned or subcontracted without the written consent of the Park Division. In no case shall consent relieve the Contractor from Contractor's contractual obligation or change the terms of this Contract. Any assignee or subcontractor approved by the Park Division shall be required to submit insurance certificates as per the Contract requirements prior to any removals.

2010 Contract Removal List #1

ADDRESS	STREET	SPECIES	Cost	Modifier	DBH	LOCATION	RPLCT	MARKED	NOTES
3551	10 AVE.	SILVER MAPLE			44		1	01/21/10	
7718	10 AVE.	NORWAY MAPLE			20		1	01/20/10	LOW GROWING VARIETY
7551	15 AVE.	LINDEN			16	ON 15 AVENUE	1	01/20/10	
4710	17 AVE.	SILVER MAPLE			18		1	01/20/10	LOW GROWING VARIETY
7504	19 AVE.	LINDEN			21	ON 75 STREET	1	01/21/10	LOW GROWING VARIETY
4219	21 AVE.	LINDEN			29		1	01/20/10	
1605	21 ST.	NORWAY MAPLE			17		1	01/20/10	
2821	23 AVE.	SUGAR MAPLE			29		1	01/21/10	
3012	23 AVE.	ASH			28		0	01/20/10	
6703	23 AVE.	SIBERIAN ELM			44		1	01/22/10	
7119	24 AVE.	SILVER MAPLE			36		1	01/20/10	
7119	24 AVE.	SILVER MAPLE			38		N/A	01/20/10	
7328	24 AVE.	NORWAY MAPLE			13		1	01/20/10	LOW GROWING VARIETY
2303	24 ST.	NORWAY MAPLE			17	WEST TREE	1	01/20/10	ON 23 AVENUE
7947	25 AVE.	ASH			20		1	01/20/10	STREET LIGHT CONFLICT
2216	26 AVE.	NORWAY MAPLE			15		1	01/20/10	
2217	26 AVE.	NORWAY MAPLE			22		1	01/20/10	
3106	26 AVE.	HONEYLOCUST			26		1	01/22/10	LOW GROWING VARIETY
5557	31 AVE.	NORWAY MAPLE			31		0	01/22/10	
5557	31 AVE.	NORWAY MAPLE			31		0	01/22/10	
5557	31 AVE.	NORWAY MAPLE			24		0	01/22/10	
2616	31 ST.	NORWAY MAPLE			28		1	01/22/10	
2120	32 ST.	LINDEN			24		1	01/20/10	
7738	34 AVE.	SILVER MAPLE			44		1	01/22/10	
6708	35 AVE.	SIBERIAN ELM			36		1	01/20/10	
7209	38 AVE.	SILVER MAPLE			39		1	01/21/10	
5606	44 AVE.	NORWAY MAPLE			26	SOUTH TREE	0	01/21/10	EXISTING STREET TREE
6109	44 AVE.	NORWAY MAPLE			22		1	01/21/10	
6118	44 AVE.	SILVER MAPLE			22		1	01/21/10	
6118	44 AVE.	SILVER MAPLE			16		N/A	01/21/10	
6320	5 AVE.	ASH			17		0	01/21/10	NARROW PARKWAY AND WIRES
6320	5 AVE.	ASH			15		1	01/21/10	NARROW PARKWAY AND WIRES
6323	57 AVE.	SILVER MAPLE			15		1	01/22/10	
6323	57 AVE.	SILVER MAPLE			11		N/A	01/22/10	
6414	57 AVE.	NORWAY MAPLE			20		?	01/22/10	
4053	6 AVE.	NORWAY MAPLE			22	SOUTH TREE	NO	01/20/10	EXISTING STREET TREE
4103	6 AVE.	BOXELDER			15	NORTH TREE	NO	01/20/10	EXISTING STREET TREE

2010 Contract Removal List #1

ADDRESS	STREET	SPECIES	Cost	Modifier	DBH	LOCATION	RPLCT	MARKED	NOTES
4517	60 ST.	SUGAR MAPLE			20	TREE ON 46 AVE.	1	01/21/10	
920	62 ST.	NORWAY MAPLE			35	ON 62 STREET	1	01/21/10	
920	62 ST.	NORWAY MAPLE			28	ON 62 STREET	N/A	01/21/10	
214	68 PLACE	ASH			24	ON 68 PLACE		01/22/10	
214	68 PLACE	ASH			24	ON 68 PLACE		01/22/10	
214	68 PLACE	ASH			24	ON 68 PLACE		01/22/10	
4007	7 AVE.	HONEYLOCUST			24		1	01/21/10	
4408	7 AVE.	HONEYLOCUST			20		1	01/21/10	LOW GROWING VARIETY
2618	73 ST.	SUGAR MAPLE			21		1	01/21/10	LOW GROWING VARIETY
2618	73 ST.	SUGAR MAPLE			26		N/A	01/21/10	
3118	74 ST.	SILVER MAPLE			31	EAST TREE ON 74 ST.	0	01/21/10	
3118	74 ST.	SILVER MAPLE			28	ON 32 AVENUE	1	01/21/10	
4302	79 ST.	NORWAY MAPLE			20	NORTH TREE	1	01/21/10	ON 43 AVENUE
4620	79 ST.	SUGAR MAPLE			18	SOUTH TREE	0	01/21/10	ON 47 AVENUE
3501	86 PL.	ASH			28		1	01/21/10	
LINCOLN	PARK	ASH			28			02/01/10	N. SIDE OF M.L.K. DRIVE, 110' W OF 18 AVE.
LINCOLN	PARK	ASH			25			02/01/10	N. SIDE OF M.L.K. DRIVE, 200' W OF 18 AVE.
LINCOLN	PARK	ASH			22			02/01/10	S. SIDE OF M.L.K. DRIVE, 360' W OF 18 AVE.
5802	PERSHING	NORWAY MAPLE			25	ON 58 ST.	1	01/21/10	
5903	PERSHING	NORWAY MAPLE			24	SOUTH TREE	0	01/21/10	EXISTING STREET TREE
6717	PERSHING	NORWAY MAPLE			18	NORTH TREE	1	01/21/10	
906	WASHINGTON	HONEYLOCUST			15		2	01/21/10	

CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
Addendum #1
PROPOSAL TO REMOVE TREES

PROPOSAL NO. 10-10

City of Kenosha,
Room 208, 625 - 52nd Street,
Kenosha, Wisconsin 53140-3480.

Finance:

A representative of this organization has reviewed the proposal documents and inspected the trees noted in the Contract Specifications and Special Conditions, or waived said right, and hereby submits the following proposal to remove said trees in accordance with City of Kenosha specifications and special conditions at the following prices, to be firm for sixty (60) days from date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

Estimated Number of Trees: 59

Total: \$ _____

All work will be completed no later than _____, subject to liquidated damages of One Hundred (\$100.00) Dollars per day in the event of delay where no extension is granted.

Additional removals may be added to the list at the proposed price of:

- ◆ \$ _____ per inch (from 1" to 16")
- ◆ \$ _____ per inch (from 17" to 29")
- ◆ \$ _____ per inch (from 30" to 35")
- ◆ \$ _____ per inch (from 36" to 56")

measure at Fifty-four (54") inches above ground level.

The effective date of the Contract shall be the date of return of executed Contract to Contractor with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the work according to the above time schedule.

Cash Discount Terms:

_____% _____ Days

Net _____ Days

Date: _____

Respectfully submitted,

Firm: _____

Signature: _____

Address: _____

Phone: _____ Fax: _____

OPTIONAL

For Informational Purposes Only.

Are you a minority-owned business?

Yes _____ No _____

**CITY OF KENOSHA
REFERENCE SHEET**

- 1. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

- 2. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

- 3. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

- 4. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

COPY

CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
Addendum #1
PROPOSAL TO REMOVE TREES

PROPOSAL NO. 10-10

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Room 208, 625 - 52nd Street,
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Estimated Number of Trees: 59

Total: \$ 21,495.⁰⁰/₁₀₀

All work will be completed no later than 12/31/10, subject to liquidated damages of One Hundred (\$100.00) Dollars per day in the event of delay where no extension is granted.

Additional removals may be added to the list at the proposed price of:

- ◆ \$ 13.00 per inch (from 1" to 16")
- ◆ \$ 13.50 per inch (from 17" to 29")
- ◆ \$ 17.50 per inch (from 30" to 35")
- ◆ \$ 21.00 per inch (from 36" to 56")

measure at Fifty-four (54") inches above ground level.

The effective date of the Contract shall be the date of return of executed Contract to Contractor with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the work according to the above time schedule.

Cash Discount Terms:

_____% _____ Days

Net _____ Days

Date: _____

Respectfully submitted,

Firm: Droprite Tree + Landscape LLC

Signature: Daniel Tessman

Address: P.O. Box 163 Somers
WI 53171

Phone: 554-6610 Fax: 859-0369
(262) (262)

OPTIONAL

For Informational Purposes Only.

Are you a minority-owned business?

Yes _____ No _____

**CITY OF KENOSHA
REFERENCE SHEET**

1. **Name:** City of Racine
Contact: Sam Aiello
Address: 730 Washington Ave Room 103
Phone: 262-636-9143 **Fax:** 262 636-9100

2. **Name:** City of Racine
Contact: Chuck Klimek
Address: _____
Phone: 262 497-9089 **Fax:** 262 636-9154

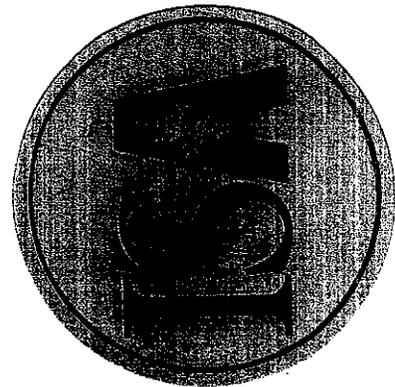
3. **Name:** Village of Greendale
Contact: Carl
Address: 6351 Industrial Loop
Phone: 414 - 423 - 2133 **Fax:** _____
414 - 303 - 5086

4. **Name:** City of Franklin
Contact: Jerry Schaefer
Address: 7979 W. Ryan Road
Phone: 414 659-2719 **Fax:** 414 425-7315

International Society of Arboriculture Certified Arborist

Daniel D. Jessmann

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist



A handwritten signature in black ink, appearing to read 'J. Skiera'.

Jim Skiera, Executive Director
International Society of Arboriculture

WI-0593A	Apr 9, 2003	Jun 30, 2012
Certification Number	Certified Since	Expiration Date

**2010 CONTRACT TO PROVIDE MAINTENANCE PRUNING
TO LAWN PARK AREA AND PUBLIC RIGHT-OF-WAY TREES**

By And Between

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

And

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

TOTAL CONTRACT AWARD NOT TO EXCEED \$100,000.00

CONTRACT AMOUNT: \$67,230.00

**COMPENSATION FOR ADDITIONAL PRUNING AS REQUIRED BY THE CITY OF
KENOSHA: NOT TO EXCEED \$32,770.00**

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 Finance, hereinafter referred to as "**CITY**", and **TREES "R" US, INC.**, an Illinois corporation, located at P.O. Box 6014, Wauconda, Illinois 60084, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, **CONTRACTOR** has submitted to **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 East of 39th Avenue and South of 60th Street, including 39th Avenue and 60th Street street trees, according to the specifications and special conditions contained in the Request for Proposals, and **CITY** has accepted said proposal, effective upon **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 State law.

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

1. DEFINITIONS.

a. "**CITY**" shall mean the City of Kenosha, Wisconsin.

b. "**FORESTER**" shall mean the Forester of the City of Kenosha within the Park Division, and include designees.

c. **"CONTRACT"**. The following documents comprise the complete Contract: Request for Proposals, 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, Determinations 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 Finance Department and Park Division, and are incorporated into this Contract by reference.

d. **"CONTRACTOR"** shall mean the party who proposed to do Work herein described whose proposal was accepted by **CITY**. The term shall include approved subcontractors.

e. **"WORK"** means any contractual endeavor undertaken by **CONTRACTOR**, by itself and through approved subcontractors, to fulfill the terms of the Proposal as accepted, 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. **"OVERPAYMENT"** means any money **CONTRACTOR** received which **CONTRACTOR** was not entitled to receive under this Agreement, 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 **CITY**.

2. WORK TO BE PERFORMED BY CONTRACTOR AND PRICE/COST. **CONTRACTOR**, for the sum of Sixty-seven Thousand Two Hundred Thirty (\$67,230.00) Dollars, will perform and complete, or will cause to be performed and completed, all Work, defined in this Contract, in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this Contract. In addition, **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 Thirty-Two Thousand Seven Hundred Seventy Dollars (\$32,770.00). In the event of a conflict between the Request for Proposals, the Proposal and the Contract, the terms and conditions of the Contract shall control and supersede the other documents. Work shall consist of providing maintenance pruning to all lawn park areas and right-of-way trees on all City streets and avenues located East of 39th Avenue and South of 60th Street, including 39th Avenue and 60th Street street trees, in accordance with the Specifications and Special Conditions in Exhibit "A", which Exhibit is attached hereto and incorporated herein by reference. In the event of a conflict with this Contract, said document will control and supersede an inconsistent Contract provision.

3. COMMENCEMENT AND DILIGENT PROSECUTION OF WORK. **CONTRACTOR** will commence work within thirty (30) working days following execution of Contract and notice to proceed, and will prosecute Work diligently until fully complete in accordance with this Contract. **CONTRACTOR** shall complete Work within the Contract term.

CONTRACTOR, in the event of a dispute respecting quantity or quality of Work, shall not refuse to perform Work and shall not delay the performance of Work pending the resolution of said dispute. Arbitration is not herein provided for and unresolved disputes may be settled through the Courts.

CONTRACTOR has the duty of requesting **CITY** Forester, in writing, prior to the

time for Contract completion, for an extension of time to complete the Work where the progress of the Work was delayed, the Work will not be completed on time, and **CONTRACTOR** was not responsible for such delay. Should **CITY Forester** grant an extension, **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should **CITY Forester** determine that the Work will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was not justified, **CITY Forester** shall provide **CONTRACTOR** with written notice requiring **CONTRACTOR** to take such extraordinary measures as may be required to complete Work on time, or as close to on time as possible. The failure of **CONTRACTOR** to take such extraordinary measures shall be grounds for **CITY** to suspend Work by **CONTRACTOR** and take such other measures as will assure completion of Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing herein contained shall prevent **CITY Forester** from stopping the **CONTRACTOR** from proceeding with 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 Work, until completion and acceptance, or December 31, 2010, whichever is earlier.

b. Respecting warranty, until expiration of warranty term.

c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of statute of limitations where no claims filed.

5. TERMINATION FOR CAUSE. In the event either party should fail to fulfill in a timely manner its obligation under this Agreement, the nonbreaching party shall thereupon have the right to terminate this Agreement 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.

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

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

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

7. METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES. **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with Work as will assure professional quality of Work and a rate of progress which will assure the timely completion of Work. **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform Work.

8. SUSPENSION OF WORK BY CITY. CITY Forester shall have authority to suspend Work where he/she believes that **CONTRACTOR** is not performing Work in accordance with this Contract. **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete Work where Work is suspended by CITY Forester for good cause.

9. INJUNCTIONS. Should a preliminary or temporary injunction suspend Work for a period of time, the deadline for completion of Work shall be extended by such time as the preliminary to temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits Work, this Contract shall be null and void as of the date such injunction, Court order or judgment becomes final, although **CONTRACTOR** shall be entitled to reasonable compensation for Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of Work, this Contract shall be deemed modified in accordance therewith and compensation of **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of Work.

10. CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE. **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of Work identified in CITY Request for Proposals. Increases in the scope of Work shall result in a determination of **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the CITY Forester on behalf of the CITY, and by **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in CITY Finance Department and Park Division, and incorporated into this Contract by reference. Should **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 CITY 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 or 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. **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in said list must be approved by CITY Forester. **CONTRACTOR** is responsible for the Work of subcontractors and for delays in Work occasioned thereby.

CONTRACTOR has a duty to remove and replace subcontractors whose involvement in Work will result in a breach of this Contract.

13. CONTROL AND PROTECTION OF WORK SITE. **CONTRACTOR** shall be responsible for the control and protection of Work site from commencement of Work until Work is completed.

14. WARRANTY. CONTRACTOR will replace any Work which is defective or not in conformity with this Contract at no cost to CITY for a period of one (1) year after final acceptance of Work by CITY.

15. CITY COOPERATION. CITY will reasonably cooperate with CONTRACTOR to facilitate CONTRACTOR'S performance of Work. CITY will physically mark trees to be removed and notify CONTRACTOR of the nature of the markings. CONTRACTOR will provide reasonable notice to CITY when the assistance thereof is requested. However, CITY has no obligation to supervise or perform any part of Work.

16. GOVERNMENTAL PERMITS AND APPROVALS. CONTRACTOR is authorized to perform work under this Contract without obtaining a separate permit from the CITY Forester or a Street Encroachment Permit.

17. LAWS, RULES AND REGULATIONS. CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and 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 CONTRACTOR performs Work as an independent Contractor, CITY Forester shall have the right to request CONTRACTOR to remove and replace any of CONTRACTOR'S employees involved in Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any CITY personnel associated with Work. CONTRACTOR will comply with any reasonable request.

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

19. SANITATION AND HEALTH. CONTRACTOR has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking such Work site precautions as will deter the spread of infectious diseases. CONTRACTOR shall not use materials in such manner as to pose a health hazard. 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 in the matter.

20. INSPECTION. CITY has the right, at its cost and expense, to assign or retain inspectors to determine that Work is performed in conformance with this Contract. However, only CITY Forester can reject Work. The use of inspectors by CITY shall not relieve 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 CITY Forester to have CONTRACTOR take corrective action at CONTRACTOR'S cost and expense to remedy such deficiencies or defects, when discovered. The use of inspectors by CITY shall not relieve 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. Materials used must be suitable to and compatible with the nature of the Work, Work site and prevailing year round weather conditions which affect Work and the Work site.

22. UTILITIES. CONTRACTOR has the obligation of obtaining utility locations, clearances, or cutoffs directly from the relevant utility at **CONTRACTOR'S** cost and expense.

23. CLEANUP. CONTRACTOR shall at all times keep all areas related to Work, including all right-of-ways, 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 Work.

Within twenty-four (24) hours after the completion of Work on a specified tree, **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the Work site and the sites of easements and areas related to Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should **CONTRACTOR** neglect any such duty, **CITY** Forester may cause any such Work to be performed at **CONTRACTOR'S** cost and expense.

24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS. **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 **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. **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Finance.

25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION. In the event that **CONTRACTOR** fails to fully and completely perform Work within the Contract term, **CONTRACTOR** shall pay to **CITY** for such default the sum of One Hundred (\$100.00) Dollars 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 **CITY** from **CONTRACTOR**.

26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT. CONTRACTOR recognizes the right of **CITY** to suspend Work, to order the revision of nonconforming Work, to re-let all or part of Work or to itself perform such Work as may be required to ensure the timely completion of Work or to replace improper or defective Work, as determined necessary by **CITY** Forester. However, none of the above shall relieve **CONTRACTOR** of its obligations under this Contract.

27. OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT. **CONTRACTOR** will promptly, upon receipt of written demand from **CITY** Director of Finance, refund any Overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall pay **CITY** interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full.

Should **CONTRACTOR** owe **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 Work under this Contract, **CONTRACTOR** authorizes **CITY** to deduct said amount from any payment due **CONTRACTOR** hereunder.

28. SAFETY PRECAUTIONS. **CONTRACTOR**, during the performance of Work, shall assume control of the Work site and put up and properly maintain, at **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make 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 Work, during both day and night hours. **CITY** Forester may order **CONTRACTOR**, by a time or date certain, to take designated safety measures and the failure of **CONTRACTOR** to promptly obey said order shall result in liquidate damages of Five Hundred (\$500.00) Dollars per day for each day said order is not complied with. **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 **CITY** Forester or **CITY** inspectors or lack thereof, in this regard. **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

29. PAYMENT - ACCEPTANCE OF WORK. Payment shall be made by **CITY** on a monthly basis upon submission of invoice for completed Work to **CITY** Director of Finance, within fifteen (15) days after **CITY** Forester executed a document accepting Work as being performed in accordance with this Contract, subject to the following.

Payment will not be made for so long as any order relative to seeking compliance with this Contract made to **CONTRACTOR** by **CITY** Forester is not complied with. Payment will be reduced by the amount of any claim which **CITY** may have against **CONTRACTOR** for improper, defective, or rejected Work or liquidated damages due to delay in the schedule of time for Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of **CONTRACTOR** which **CITY** could be secondarily liable for, which secondary liability was not assumed by **CITY** under this Contract.

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

30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION. **CONTRACTOR** acknowledges that it is an independent Contractor and that its employees and agents are not the employees of the **CITY** for purposes of Workers and Unemployment Compensation or any other purpose. **CONTRACTOR** shall be responsible for Workers and Unemployment Compensation with respect to its employees.

31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES. **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of **CITY** Forester and **CITY** is not liable for any costs 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 **CITY** Forester as of the date thereof, and **CITY** will not be obligated to pay to **CONTRACTOR** any money for any Work performed by an unauthorized party. However, if this Contract is voided, **CONTRACTOR** will continue to be responsible for maintaining the safety of the Work site until relieved of this obligation by **CITY** Forester or until another contractor takes possession of the Work site. The

CONTRACTOR will be responsible for any cost, loss, expense or damages the **CITY** may incur in enforcing this provision.

32. INDEMNITY AND HOLD HARMLESS AGREEMENT. CONTRACTOR agrees that it will, at all times relevant to this Contract, defend, indemnify and hold harmless **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by **CONTRACTOR** or as a result of the willful or negligent act or omission of **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from **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 for sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

33. INSURANCE. CONTRACTOR, prior to performing 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.

- Commercial General Liability: General Aggregate - One Million (\$1,000,000.00) Dollars; each occurrence - One Million (\$1,000,000.00) Dollars.
- 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.
- Worker's Compensation - Statutory limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to Finance Department of **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 certificate holder.

34. COOPERATION. CONTRACTOR shall permit **CITY** employees and representatives to have reasonable access to 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 Agreement shall remain in full force and effect.

36. NONDISCRIMINATION. In the performance of Work under this Contract, **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. 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. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees.

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 hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that **CITY** Director of Finance must approve any amendment of this Contract.

39. GOVERNING LAW; VENUE. This Contract shall be construed, enforced and governed in all respects, in accordance with the laws and statutes of the United States of America and the State of Wisconsin, and as they may be amended from time to time. All disputes between the parties to this Contract are to be venued in the courts of Kenosha County, Wisconsin, or the Federal Courts for the Eastern District of Wisconsin; the parties consent to personal jurisdiction thereto.

40. NOTICES. Notices required by or relevant to this Contract shall be furnished by **CONTRACTOR** to **CITY** by personal service or by certified mail with return receipt, sent or delivered to the **CITY** Forester or Director of Finance at the Municipal Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140.

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

Nick Willis,
Vice President,
Trees "R" Us, Inc.,
P.O. Box 6014,
Wauconda, Illinois 60084

41. EXECUTION AUTHORITY. **CITY** and **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 below given.

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

BY: _____
CAROL STANCATO, Finance Director
Date: _____

BY: _____
RONALD L. BURSEK,
Director of Public Works
Date: _____

BY: _____
DIRK NELSON, City Forester
Date: _____

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

BY: _____
JENNI WILLIS, President
Date: _____

BY: _____
NICK WILLIS,
Vice President
Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

EXHIBIT A

**CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT**

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

Proposal No. 09-10

WORK TO BE PERFORMED. Work shall consist of maintenance pruning work on lawn park area 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 rights-of-way in the following section of the City:

- ◆ East of 39th Avenue and South of 60th Street, including 39th Avenue and 60th Street street trees.

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 schedule 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 2010 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 shall 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, 2010, with any trees within the outlined pruning area that have not been pruned, but which require pruning, being placed on future pruning contracts where no time extension is 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. The Contractor shall be given 24 hours advance notification of any such action. These prunings may occur outside the designated contract pruning location.

WORK HOURS. The Contractor will schedule work between the hours of 7:00 A.M. and 6:00 P.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 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 Park Division of locations for that day's work. The 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 shall provide a supply of informative leaflets at no cost to Contractor who will distribute them to each abutting property owner and place them at each building in 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 will be referred to the Park Division at 653-4080.

SAFETY. Work will 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 Forestry, 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 (1/4th) 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 2010 Pruning Contract area will require maintenance pruning. Contractor shall bypass and note trees 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 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 is the total responsibility of Contractor and must be coordinated with the Public Safety Dispatcher (656-1234). Contractor is 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 ability to perform his duties safely at his 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-clearing 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 are not be used on trees to be pruned. Any tree damage caused by contractor is to be repaired immediately, and at not 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 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 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 contact 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 of the Contractor.

EVIDENCE. In all situations involving injury or property damage, Contractor is not to perform further work until photography, police reports and other evidence gathering

activities are completed. The Kenosha Park Division will supply guidelines for this situation. Contractor is to make no statement 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 Kenosha Park Division at 653-4080.

PAYMENTS. Payment shall be made monthly, unless otherwise agreed. Payment shall be made within fifteen (15) working days after the Finance Department receives an invoice or application for payment with adequate cost breakdown to certify payment due. Payment shall be on a per tree basis. Stump removal and cleanup must be completed.

ASSIGNMENT AND SUBLETTING. No Contract shall be assigned or subcontracted without the written consent of the Park Division. In no case shall consent relieve the Contractor from Contractor's contractual obligation or change the terms of this Contract. Any assignee or subcontractor approved by the Park Division shall be required to submit insurance certificates as per the Contract requirements prior to any removals.

**CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
REQUEST FOR PROPOSAL
TO PRUNE TREES IN THE LAWN PARK AREA
WITH INSTRUCTIONS TO PROPOSERS**

Proposal Notice No. 09-10

The City of Kenosha, Wisconsin, Finance Department, will receive proposals to prune trees described in the Contract Specifications and Special Conditions, subject to the following procedure and requirements.

DEADLINE FOR RECEIPT. Friday, May 21, 2010, at 2:00 P.M.

CITY OFFICE WHERE FILED. Finance Department, Municipal Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140-3480.

FORM OF PROPOSAL. Proposals must be submitted sealed, on City forms, legible and fully complete in all respects. Proposals must be clearly marked with the scheduled date and time of opening. Proposals received after the date and time of opening will not be considered.

FOR MORE INFORMATION. Call Dirk Nelson, Park Division, at 653-4080.

NATURE OF WORK. The Project is not a Public Construction Contract under Wisconsin law. The City is not required to award the Contract to the lowest bidder meeting minimum qualifications.

SCOPE OF WORK. Contractor shall provide all labor, supervision, equipment, services and expertise required to perform tree maintenance as specified herein. Since this work requires special expertise, it is to be performed by a contractor which derives a majority of its annual income from arboricultural work and whose employees are highly trained and skilled in all phases of tree service work, including work around utility lines. The City requires proof of the Contractor's involvement in tree service work and successful completion of similar projects. An International Society of Arboriculture (ISA) Certified Arborist shall be on the job site at all times during all tree pruning operations.

CONTRACT REQUIRED. The Contractor selected to perform the work will be required to execute a Contract and related documents on City forms as a condition of performing the work. The Contract will include among its provisions:

- Time limit for completion is December 31, 2010, with liquidated damages of One Hundred (\$100.00) Dollars per day for delay where no time extension granted.
- Liability Insurance in the following limits:
- Commercial General Liability: General Aggregate - One Million (\$1,000,000.00) Dollars; each occurrence - One Million (\$1,000,000.00) Dollars.
- 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) Dollars;
OR a combined single limit of One Million (\$1,000,000.00) Dollars.

- **Worker's Compensation: Statutory limits.**

Said insurance coverage shall be verified by a Certificate of Insurance issued to CITY, which shall provide that should any of the described policies be canceled or amended before the expiration date, the issuing company will endeavor to mail thirty (30) days written notice to the certificate holder.

- **Release and waiver of liens.**

All work is to be performed in accordance with the Contract, which will supersede all other documents and representations.

INSPECTION AND REVIEW OF SITE AND CITY DATA. Each Proposer should examine the site upon which the work will be performed to assess site conditions and review City furnished data.

LISTING OF SUBCONTRACTORS, MAJOR MATERIAL SUPPLIERS (OVER \$5,000) AND DUMPING/DISPOSAL SITES. Proposer shall list in its Proposal its subcontractors, major material suppliers (over \$5,000.00) and dumping/disposal sites.

SPECIFICATIONS AND SPECIAL CONDITIONS. Specifications and special conditions for work are affixed hereto and will be included in Contract.

AWARD OF CONTRACT. City will award the Contract, through the Finance Department, to the proposer deemed most qualified. In making this determination, City will consider with respect to each proposer: general qualifications, special expertise, financial ability to perform work, work record and history, and experience in projects of a similar magnitude.

City reserves the right to reject unqualified or nonconforming proposers, to reject all proposers and request new proposals to accept the proposal most advantageous to the City, or to select the most qualified proposer and negotiate a Contract.

EXECUTION OF DOCUMENTS. Documents which are required to be executed by Proposer shall be executed as follows:

1. **Corporations.** By the President and one other officer, preferably the Secretary.
2. **Limited Liability Companies.** By the Manager, managing member or member pursuant to the article of organization of the LLC.
3. **Partnerships.** By each general partner, unless partnership agreement provides otherwise.
4. **Individuals.** By each named individual.

Any exception thereto must be approved by the City Attorney, who may require such documents as may be necessary to consider an exception.

DOCUMENTS TO BE SUBMITTED. Contractors shall submit the following documents, on City forms, in the course of making a proposal.

- Proposal.
- Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal or Bid.
- List of subcontractors, major suppliers and dumping/disposal sites.
- Written certification that Contractor's employees working on tree pruning have successfully passed the Electrical Hazards Awareness Program run by the National Arborist Association, Inc. (NAA) or equivalent.

If you are unable to submit a proposal at this time, but wish to remain on our mailing list, please respond with "No proposal at this time". Failure to respond may remove your company from our mailing list.

CITY OF KENOSHA

Carol L. Stancato
Director of Finance

**CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT**

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

Proposal No. 09-10

WORK TO BE PERFORMED. Work shall consist of maintenance pruning work on lawn park area 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 rights-of-way in the following section of the City:

- ◆ East of 39th Avenue and South of 60th Street, including 39th Avenue and 60th Street street trees.

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 schedule 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 2010 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 shall 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, 2010, with any trees within the outlined pruning area that have not been pruned, but which require pruning, being placed on future pruning contracts where no time extension is 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. The Contractor shall be given 24 hours advance notification of any such action. These prunings may occur outside the designated contract pruning location.

WORK HOURS. The Contractor will schedule work between the hours of 7:00 A.M. And 6:00 P.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 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 Park Division of locations for that day's work. The 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 shall provide a supply of informative leaflets at no cost to Contractor who will distribute them to each abutting property owner and place them at each building in 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 will be referred to the Park Division at 653-4080.

SAFETY. Work will 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 Forestry, 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 (1/4th) 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 2010 Pruning Contract area will require maintenance pruning. Contractor shall bypass and note trees 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 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 is the total responsibility of Contractor and must be coordinated with the Public Safety Dispatcher (656-1234). Contractor is 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 ability to perform his duties safely at his 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-clearing 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 are not be used on trees to be pruned. Any tree damage caused by contractor is to be repaired immediately, and at not 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 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 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 contact 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 of the Contractor.

EVIDENCE. In all situations involving injury or property damage, Contractor is not to perform further work until photography, police reports and other evidence gathering

activities are completed. The Kenosha Park Division will supply guidelines for this situation. Contractor is to make no statement 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 Kenosha Park Division at 653-4080.

PAYMENTS. Payment shall be made monthly, unless otherwise agreed. Payment shall be made within fifteen (15) working days after the Finance Department receives an invoice or application for payment with adequate cost breakdown to certify payment due. Payment shall be on a per tree basis. Stump removal and cleanup must be completed.

ASSIGNMENT AND SUBLETTING. No Contract shall be assigned or subcontracted without the written consent of the Park Division. In no case shall consent relieve the Contractor from Contractor's contractual obligation or change the terms of this Contract. Any assignee or subcontractor approved by the Park Division shall be required to submit Insurance certificates as per the Contract requirements prior to any removals.

**CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
TREE PRUNING
PROPOSAL NO. 09-10**

City of Kenosha,
Room 208, 625 - 52nd Street,
Kenosha, Wisconsin 53140-3480.

Finance:

A representative of this organization has reviewed the proposal documents and inspected the trees noted in the Contract Specifications and Special Conditions, or waived said right, and hereby submits the following proposal to prune said trees in accordance with City of Kenosha specifications and special conditions at the following prices, to be firm for sixty (60) days from date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

Estimated Number of Trees: 4,500

Amount: _____ Per Tree

All work will be completed no later than December 31, 2010, subject to liquidated damages of One Hundred (\$100.00) Dollars per day in the event of delay where no extension is granted.

City reserves the right to designate more or less trees to be pruned based upon bid price per tree and available budget.

The effective date of the Contract shall be the date of return of executed Contract to Contractor with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the work according to the above time schedule.

Respectfully submitted,

Cash Discount Terms:

_____% _____ Days

Net _____ Days

Date: _____

Firm: _____

Signature: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

Optional:

Are you a minority owned business? Yes _____ No _____



ASPLUNDH
5907 Municipal Street
Schofield, WI 54476

BEST WOOD JUDGE
2905 Minot Lane
Waukesha, Wisconsin 53188

THE CARE OF TREES
275 C 12 Street
Wheeling, Illinois 60090-2004

BEST TREES
1435 Yorkshire Drive
Streamwood, Illinois 60107

CORE SERVICES LLC
220 LIBERTY STREET
P O BOX 964
BARBOURVILLE KY 40900

COMPLETE TREE SERVICE
204 Front Street
Burlington, Wisconsin 53105

T & T TREE SERVICE
3603 Maple Road
Burlington, Wisconsin 53105

DAVEY TREE EXPERT
2180 S DANNY RD
NEW BERLIN WI 53146

HENRICKSEN THE CARE OF TREES
8733 Ridgefield Rd
Crystal Lake, Illinois 60012-2715

OLY'S STUMP REMOVAL
8000 109th Avenue
Pleasant Prairie, Wisconsin 53158

MIKE'S TREE SERVICE
9011 24th Avenue
Kenosha, Wisconsin 53143

A & J TREE SERVICE
23333 124th Street
Trevor, Wisconsin 53179

AMERICAN TREE SERVICE
8720 184th Avenue
Bristol, Wisconsin 53104

THE DOCTORS OF LANDSCAPING
1225 45 Avenue
Kenosha, Wisconsin 53144-1172

RELIABLE TREE SERVICE
9031 24th Avenue
Kenosha, Wisconsin 53143

LAKESIDE TREE CARE
1621 43rd Avenue
Kenosha, Wisconsin 53144

AERIAL WORK SERVICES
13805 Wadsworth Road
Wadsworth, Illinois 60083

JOHN'S TREE SERVICE
5607 13th Avenue
Kenosha, Wisconsin 53140

THE CARE OF TREES
28981 North Henry Drive
Lake Bluff, Illinois 60044

ARBOR IMAGES
W296 Spring Prairie Road
Burlington, Wisconsin 53105



PETER AIELLO
AIELLO'S BUDGET TREE SERVICE LLC
6597 WILLIAMSBURG WAY
RACINE WI 53406

BELLA LANDSCAPING
DINA SURINO
410 SHERIDAN ROAD
RACINE WI 53403

BEYOND GREEN INC
1831 ROLLING GREEN DR
RACINE WI 53406

LANDSCAPE CONCEPTS MANAGMENT INC
31745 N ALLEGHANY ROAD
GRAYSLAKE IL 60030

CREATING CURB APPEAL
ATTN: MATTHEW SMITH
7819 15TH AVENUE
KENOSHA WI 53143

DROPRITE TREE & TUB GRINDING
PO BOX 163
SOMERS, WI 53171

WHITNEY TREE SERVICE
N3137 AEBLY RD
MONROE WI 53566

TREES-B-GONE
3600 13 AVENUE
KENOSHA WI 53140

CLEAN CUT TREE SERVICE
PO BOX 545
LAKE VILLA IL 60046

NATIVE CONSTRUCTION
PO BOX 125
KANSASVILLE WI 53139

CASSITY TREE SERVICE
9160 CHARLES
STURTEVANT, WI 53177

Label #5161
9/15/09
MAILING LISTS/Tree Pruning.wp

CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
TREE PRUNING
PROPOSAL NO. 09-10

City of Kenosha,
Room 208, 625 - 52nd Street,
Kenosha, Wisconsin 53140-3480.

Finance:

A representative of this organization has reviewed the proposal documents and inspected the trees noted in the Contract Specifications and Special Conditions, or waived said right, and hereby submits the following proposal to prune said trees in accordance with City of Kenosha specifications and special conditions at the following prices, to be firm for sixty (60) days from date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

Estimated Number of Trees: 4,500

Amount: \$14.94 Per Tree

All work will be completed no later than December 31, 2010, subject to liquidated damages of One Hundred (\$100.00) Dollars per day in the event of delay where no extension is granted.

City reserves the right to designate more or less trees to be pruned based upon bid price per tree and available budget.

The effective date of the Contract shall be the date of return of executed Contract to Contractor with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment, and supervision to complete the work according to the above time schedule.

Respectfully submitted,

Cash Discount Terms:

 % Days

Net 30 Days

Date:

Firm: TREES "R" US, INC.

Signature: [Signature]

Title: Resident

Address: P.O. Box 6014

WAUCONDA, IL 60084

Phone: (547) 913-9069 Fax: (847) 487-3753

Optional:
Are you a minority owned business? Yes No



Trees "R" Us Inc.

COMPLETE TREE SERVICE

RESIDENTIAL & COMMERCIAL

PO BOX 6014
Wauconda, IL 60084

847-913-9069
847-506-0272
Fax: 847-487-3753

January 11, 2010

**Statement of Competency
Equipment List
All Equipment Owned by Company**

- 1995 Ford L800 30yd chip truck
- 1992 International 20yd chip truck
- 1986 GMC 7000 20yd chip truck
- 1998 International Forestry chip truck with 55' bucket
- 1992 International 60' bucket truck
- 1989 GMC 7000 65' bucket truck
- 1995 Ford F350 dump truck
- 1995 Ford F350 pickup
- 2006 Rayco RG Super50 stump grinder
- 2004 Brush Bandit 15" drum chipper
- 1999 Brush Bandit 18" drum chipper
- 1992 Brush Bandit 15" disc chipper
- 1999 Mack log truck
- 2004 Caterpillar 252B skid steer

Tree Removal
Stump Removal

Tree Trimming
Cabling

Lot Clearing
Firewood

Trees "R" Us, Inc.

PO Box 6014
Wauconda, IL 60084
(847)913-9069 Lincolnshire
(847)506-0272 Prospect Heights
(847)487-3753 FAX

FAX TRANSMITTAL SHEET

TO: Dirk Nelson **FROM:** Jenni Willis
FAX #: (262) 853-4093 **DATE:** 6/4/2010
PAGES: 1
SUBJECT: ISA Certification

COMMENTS:

Dirk-

Nick asked me to fax you our certified arborist information.

Tony Gliot's ISA certifiatoin number is IL1719A

Please let me know if you have further questions

Thanks

Jenni

DUMP SITE IS LORENZ TOPSOIL
8020 75 STREET

Tabulation Regarding Lawn Tree Pruning #09-10 (Park)

05/25/10

Preparer: mkl

100,000

	Arbor Images Inc.	Droprite Tree & Landscape, LLC	Lakeside Tree Care	Trees-B-Gone	Asplundh Tree Expert Co.	Aerial Work Services Co.	Trees "R" Us Inc.	Water, Wood and Stone
Estimated quantity	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500
Price Each	18.00	100.00	16.00	19.91	42.80	35.00	14.94	126.00
Payment Terms	No response	No response	No response	No response	Net 30	No response	Net 30	No response
Notes:	No List of Sub/Suppliers Disposal Sites or Certification	No List of Sub/Suppliers Disposal Sites or Certification	No List of Sub/Suppliers Disposal Sites or Certification	No List of Sub/Suppliers Disposal Sites or Certification	No List of Disposal Sites or Certification	No List of Sub/Suppliers Disposal Sites or Certification	No List of Disposal Sites or Certification	No Certification

847-343-8256

\$ 67,230

LORENZ
8020 75 ST
DUMP SITE

**2010 CONTRACT TO PROVIDE TREES
AND TO PLANT SAID TREES IN CITY LAWN PARK AREAS
AND PUBLIC RIGHTS-OF-WAY**

By And Between

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

And

**PAUL SWARTZ NURSERY & GARDEN SHOP, INC.,
A Wisconsin Corporation**

TOTAL CONTRACT AWARD NOT TO EXCEED \$50,000.00

CONTRACT AMOUNT: \$26,670.00

COMPENSATION FOR ADDITIONAL TREES AND PLANTING AS REQUIRED BY THE CITY OF KENOSHA: NOT TO EXCEED \$23,330.00

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 Finance, hereinafter referred to as "**CITY**", and **PAUL SWARTZ NURSERY & GARDEN SHOP, INC.**, a Wisconsin corporation, located at 30728 - 93rd Street, Burlington, Wisconsin 53105, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, CONTRACTOR has submitted to **CITY** a written proposal to provide the trees and the labor and equipment to plant said trees on parkways and public rights-of-way within the City of Kenosha according to the specifications and special conditions contained in the Request for Proposals, and **CITY** has accepted said proposal, effective upon **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 State law.

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

1. DEFINITIONS.

a. "AGREEMENT". The following documents comprise the complete Agreement: Request for Proposals, Proposal, this executed "2010 Contract To Provide Trees and To Plant Said Trees in City Lawn Park Areas and Public Rights-of-Way", 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, Determinations 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 Finance and Park Division, and are incorporated into this Contract by reference.

b. **"CONTRACTOR"** shall mean Paul Swartz Nursery & Garden Shop, Inc., and any subcontractors approved by the **CITY**.

c. **"FORESTER"** shall mean the Forester of the City of Kenosha within the Park Division, and includes designees.

d. **"OVERPAYMENT"** means any money **CONTRACTOR** received which **CONTRACTOR** was not entitled to receive under this Agreement, 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 **CITY**.

e. **"WORK"** means any contractual endeavor undertaken by **CONTRACTOR**, by itself and through approved subcontractors, to fulfill the terms of the Agreement, including, but not limited to, the furnishing of trees, 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 CONTRACTOR AND PRICE/COST. **CONTRACTOR**, for the sum of Twenty-six Thousand Six Hundred Seventy (\$26,670.00) Dollars, will perform and complete, or will cause to be performed and completed, all Work in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this Agreement. In addition, **CONTRACTOR** will provide additional trees and 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 Twenty-three Thousand, Three Hundred Thirty dollars (\$23,330.00). In the event of a conflict between the Request for Proposals, the Proposal and the 2010 Contract To Provide Trees and To Plant Said Trees in City Lawn Park Areas and Public Rights-of-Way, the terms and conditions of the 2010 Contract shall control and supersede the other documents. Work comprises the planting of trees specified in Exhibit "A" in accordance with the Specifications and Special Conditions in Exhibit "B", which Exhibits are attached hereto and incorporated herein by reference. In the event of a conflict with this Contract To Provide Trees and Plant Said Trees in City Lawn Park Areas and Public Rights-of-Way, the Specifications and Special Conditions will control and supersede an inconsistent provision in this Contract to provide trees and plant said trees.

3. COMMENCEMENT AND DILIGENT PROSECUTION OF WORK. **CONTRACTOR** will commence work within ten (10) working days following execution of Contract and notice to proceed, and will prosecute Work diligently until fully complete in accordance with this Contract. **CONTRACTOR** shall complete Work within the Contract term.

CONTRACTOR, in the event of a dispute respecting quantity or quality of Work, shall not refuse to perform Work and shall not delay the performance of Work pending the resolution of said dispute. Arbitration is not herein required and unresolved disputes may be settled through the Courts.

CONTRACTOR has the duty of requesting of **FORESTER**, in writing, prior to the time for Contract completion, for an extension of time to complete the Work where the progress of the Work was delayed, the Work will not be completed on time, and **CONTRACTOR** was not responsible for such delay. Should **FORESTER** grant an extension, **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should **FORESTER** determine that the Work will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was not justified, **FORESTER** shall provide **CONTRACTOR** with written notice requiring **CONTRACTOR** to take such extraordinary measures as may be required to complete Work on time, or as close to on time as possible. The failure of **CONTRACTOR** to take such extraordinary measures shall be grounds for **CITY** to suspend Work by **CONTRACTOR** and take such other measures as will assure completion of Work within the Contract time, or if that is impossible, within a reasonable time. Nothing contained herein shall prevent **FORESTER** from stopping the **CONTRACTOR** from proceeding with 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 Work, until completion and acceptance, or November 30, 2010, whichever is earlier.
- b. Respecting warranty, until expiration of warranty term.
- c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of applicable statutes 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 Agreement, the nonbreaching party shall thereupon have the right to terminate this Agreement 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.

CONTRACTOR shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of **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 **CONTRACTOR** and **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of Work, or as to the quality of 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.

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. **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with Work as will assure professional quality of Work and a rate of progress which will assure the timely completion of Work. **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform Work.

8. SUSPENSION OF WORK BY CITY. FORESTER shall have authority to suspend Work where he/she believes that CONTRACTOR is not performing Work in accordance with this Contract. CONTRACTOR shall have no right to additional compensation for delay or a right to an extension of time to complete Work where Work is suspended by FORESTER for good cause.

9. INJUNCTIONS. Should a preliminary or temporary injunction suspend Work for a period of time, the deadline for completion of 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 Work, this Contract shall be null and void as of the date such injunction, Court order or judgment becomes final, although CONTRACTOR shall be entitled to reasonable compensation for Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of Work, this Contract shall be deemed modified in accordance therewith and compensation of CONTRACTOR shall be proportionately reduced to reflect the decrease in the scope of Work.

10. CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE. CONTRACTOR does not have the discretion to refuse to comply with a Change Order to increase the scope of Work identified in CITY Request for Proposals. Increases in the scope of Work shall result in a determination of 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 CONTRACTOR, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in CITY Department of Finance and Park Division, and incorporated into this Contract by reference. Should 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 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 or 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. CONTRACTOR will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Any changes in said list must be approved by FORESTER. CONTRACTOR is responsible for the Work of subcontractors and for delays in Work occasioned thereby.

CONTRACTOR has a duty to remove and replace subcontractors whose involvement in Work will result in a breach of this Contract.

13. CONTROL AND PROTECTION OF WORK SITE. CONTRACTOR shall be responsible for the control and protection of Work site from commencement of Work until Work is completed.

14. WARRANTY. CONTRACTOR will replace any Work which is defective, including replacing any tree that dies, or any Work not in conformity with this Contract at no cost

to CITY for a period of one (1) year after final acceptance of Work by CITY.

15. CITY COOPERATION. CITY will reasonably cooperate with CONTRACTOR to facilitate CONTRACTOR'S performance of Work. CONTRACTOR will provide reasonable notice to CITY when the assistance thereof is requested. However, CITY has no obligation to supervise or perform any part of Work.

16. GOVERNMENTAL PERMITS AND APPROVALS. CONTRACTOR is authorized to perform work under this Contract without obtaining a separate permit from the FORESTER or a Street Encroachment Permit.

17. LAWS, RULES AND REGULATIONS. CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and 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 CONTRACTOR performs Work as an independent Contractor, FORESTER shall have the right to request CONTRACTOR to remove and replace any of CONTRACTOR'S employees involved in Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any CITY personnel associated with Work. CONTRACTOR will comply with any reasonable request.

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

19. SANITATION AND HEALTH. CONTRACTOR has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking such Work site precautions as will deter the spread of infectious diseases. CONTRACTOR shall not use materials in such manner as to pose a health hazard. 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 in the matter.

20. INSPECTION. CITY has the right, at its cost and expense, to assign or retain inspectors to determine that Work is performed in conformance with this Contract. Only FORESTER, however, can reject Work. The use of inspectors by CITY shall not relieve 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 FORESTER to have CONTRACTOR take corrective action at CONTRACTOR'S cost and expense to remedy such deficiencies or defects, when discovered. The use of inspectors by CITY shall not relieve 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. Materials used must be suitable to and compatible with the nature of the Work, Work site and prevailing year round weather conditions that affect Work and the Work site.

22. UTILITIES. CONTRACTOR has the obligation of obtaining utility locations, clearances, or cutoffs directly from the relevant utility at CONTRACTOR'S cost and expense.

23. CLEANUP. CONTRACTOR shall at all times keep all areas related to Work, including all rights-of-way, 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 Work.

Within twenty-four (24) hours after the completion of the planting process of a specified tree, **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the Work site and the sites of easements and areas related to Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should **CONTRACTOR** neglect any such duty, **FORESTER** may cause any such Work to be performed at **CONTRACTOR'S** cost and expense.

24. PAYMENT OF EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS. **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 **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. **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Finance.

25. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION. In the event that **CONTRACTOR** fails to fully and completely perform Work within the Contract term, **CONTRACTOR** shall pay to **CITY** for such default the sum of One Hundred (\$100.00) Dollars 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 **CITY** from **CONTRACTOR**.

26. RIGHTS OF CITY UPON CONTRACTOR DEFAULT. **CONTRACTOR** recognizes the right of **CITY** to suspend Work, to order the revision of nonconforming Work, to re-let all or part of Work or to itself perform such Work as may be required to ensure the timely completion of Work or to replace improper or defective Work, as determined necessary by **FORESTER**. No provision of this section 26 may be construed to relieve **CONTRACTOR** of its obligations under this Contract.

27. OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT. **CONTRACTOR** will promptly, upon receipt of written demand from **CITY** Director of Finance, refund any Overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall pay **CITY** interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full.

Should **CONTRACTOR** owe **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 Work under this Contract, **CONTRACTOR** authorizes **CITY** to deduct said amount from any payment due **CONTRACTOR** hereunder.

28. SAFETY PRECAUTIONS. **CONTRACTOR**, during the performance of Work, shall assume control of the Work site and put up and properly maintain, at **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make 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 Work, during both day and night hours.

FORESTER may order **CONTRACTOR**, by a time or date certain, to take designated safety measures and the failure of **CONTRACTOR** to promptly obey said order shall result in liquidate damages of Five Hundred (\$500.00) Dollars per day for each day said order is not complied with. **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 **FORESTER** or **CITY** inspectors or lack thereof, in this regard. **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis.

29. PAYMENT - ACCEPTANCE OF WORK. Payment shall be made by **CITY** on a monthly basis upon submission of invoice for completed Work to **CITY** Director of Finance, within thirty (30) days after **FORESTER** executed a document accepting Work as being performed in accordance with this Contract, subject to the following.

CITY may withhold payment if **CONTRACTOR** is not in compliance with any order issued by the **FORESTER**. Payment will be reduced by the amount of any claim which **CITY** may have against **CONTRACTOR** for improper, defective, or rejected Work or liquidated damages due to delay in the schedule of time for Work completion, or in taking safety precautions, by the amount of setoffs authorized by this Contract, or for any other primary liability of **CONTRACTOR** which **CITY** could be secondarily liable for, which secondary liability was not assumed by **CITY** under this Contract.

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

30. INDEPENDENT CONTRACTORS, WORKERS AND UNEMPLOYMENT COMPENSATION. **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Workers' and Unemployment Compensation or any other purpose. **CONTRACTOR** shall be responsible for Workers and Unemployment Compensation with respect to its employees.

31. PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES. **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of **FORESTER** and **CITY** is not liable for any costs 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 **CITY** will not be obligated to pay to **CONTRACTOR** any money for any Work performed by an unauthorized party. If this Contract is voided, **CONTRACTOR** will continue to be responsible for maintaining the safety of the Work site until relieved of this obligation by **FORESTER** or until another contractor takes possession of the Work site. The **CONTRACTOR** will be responsible for any cost, loss, expense or damages the **CITY** may incur in enforcing this provision.

32. INDEMNITY AND HOLD HARMLESS AGREEMENT. **CONTRACTOR** agrees that it will, at all times relevant to this Contract, defend, indemnify and hold harmless **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by **CONTRACTOR** or as a result of the willful or negligent

act or omission of **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, or resulting from **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 for sustain personal injury, death or property loss or damage, or a violation of any other right protected by law.

33. INSURANCE. **CONTRACTOR**, prior to performing 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.

- Commercial General Liability: General Aggregate - One Million (\$1,000,000.00) Dollars; each occurrence - One Million (\$1,000,000.00) Dollars.
- 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.
- Worker's Compensation - Statutory limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to Finance Department of **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. **CONTRACTOR** shall permit **CITY** employees and representatives to have reasonable access to 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 Agreement shall remain in full force and effect.

36. NONDISCRIMINATION. In the performance of Work under this Contract, **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. 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. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees.

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 hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that **CITY** Director of Finance must approve

**PAUL SWARTZ NURSERY &
GARDEN SHOP, INC.,**
A Wisconsin Corporation

BY: _____
ROSS P. SWARTZ, President
Date: _____

BY: _____
ELIZABETH A. SWARTZ, Secretary
Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

EXHIBIT A

2010 KENOSHA STREET TREES

COMMON NAME	BOTANICAL NAME	SIZE	ROOT	QTY.	UNIT PRICE	PLANTING CHARGE	TOTAL COST	TOTAL
Chanticleer Callery Pear	pyrus calleryana "Chanticleer"	2"	B&B	25	\$92.00	\$55.00	\$147.00	\$3,675.00
Japanese Tree Lilac	syringa reticulata "Ivory Silk" tree form	2"	B&B	15	\$98.00	\$55.00	\$153.00	\$2,295.00
Skyline Honeylocust	gleditsia Triacanthos enermis	2"	B&B	20	\$110.00	\$55.00	\$165.00	\$3,300.00
Red Jewel Crabapple	malus "Jewelcole"	2"	B&B	20	\$75.00	\$55.00	\$130.00	\$2,600.00
Redmond Linden	tilia americana x euchlora "Redmond"	2"	B&B	30	\$98.00	\$55.00	\$153.00	\$4,590.00
Common Hackberry	celtis occidentalis	2"	B&B	20	\$98.00	\$55.00	\$153.00	\$3,060.00
Autumn Blaze Maple	acer x freemanii "Jeffersred"	2"	B&B	50	\$88.00	\$55.00	\$143.00	\$7,150.00
							TOTAL COST	\$26,670.00

**CITY OF KENOSHA, WISCONSIN
PARK DIVISION**

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

Proposal No. 11-10

WORK TO BE PERFORMED. Work shall consist of tree providing and planting trees on lawn park areas and public rights-of-way within the City of Kenosha. This shall include removing debris from the site and the proper disposal thereof. All labor, supervision, equipment, and materials necessary for the execution of the work shall be provided by the Contractor at no additional cost to the City.

LOCATION OF WORK. Work will consist of tree planting on lawn park areas and public rights-of-way, within the City of Kenosha. Total trees to be planted may be up to approximately one hundred eight (180). The Contractor shall be given planting location lists on a monthly basis, or as planting locations become available.

SUPERVISION. Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge at all times to whom the Kenosha 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 Kenosha Park Division of Contractor's responsible person(s).

INSPECTIONS. The Contractor shall call the Kenosha Park Division at 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.

SAFETY. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any tree planting.

SCHEDULE. Planting operations shall commence no later than May 15, 2010 and the time limit for completion of work is November 30, 2010, with any outstanding tree plantings that have not occurred being placed on future planting contracts where no time extension is granted. The Kenosha Park Division may prioritize the plantings and redirect the Contractor having given a reasonable lead time to make the changes in scheduling.

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

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 City Forester, or his designee.

APPLICABLE SPECIFICATIONS AND STANDARDS. *American Standard for Nursery Stock, ANS Z60.1*, Current Edition. American Nursery and Landscape Association, 1000 Vermont Avenue, N.W., Suite 300, Washington, D.C. 20005.

MATERIALS. All plant material shall conform to *American Standard for Nursery Stock*. Plants shall be true to species and variety specified, and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the planting sites. Trees shall conform to the measurement specified unless approved in writing by the City. Use of larger plants shall not increase the price to the City. Substitutions of plant material will not be permitted unless authorized in writing by the Kenosha Park Division. The attached Exhibit "A" notes the species, numbers and sizes of trees to be planted under this Contract.

Mulching material shall consist of aged or composted wood chips or shredded bark and shall be free of material injurious to plant growth. Wood chips shall be one-eighth (1/8th") inch nominal thickness, with at least fifty (50%) percent having an area of not less than one (1 sq. in.) square inch, and no piece having an area of more than six (6 sq. in.) square inches.

Water shall be supplied by the Contractor for the initial waterings and be suitable for irrigation and free from ingredients harmful to plant life.

CERTIFICATION. All plant materials, shipments, and deliveries shall comply with State and Federal laws and regulations governing the inspection, shipping, selling, and handling of plant stock. A certificate of inspection, or a copy thereof, for injurious insects, plant diseases and other plant pests shall be made available upon request. The certificate shall bear the name and address of the source of the plant stock.

TRANSPORTATION AND STORAGE OF PLANT MATERIAL. During transportation of plant material, care shall be taken to prevent injury and drying out of the trees. Should the roots be dried out, large branches torn, broken balls of earth broken or loosened, or

areas of bark torn, the City may reject the injured tree (s) and order them replaced at no additional cost to the City.

Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately upon delivery shall be kept in the shade, well-protected, with the root balls covered with wood chips or other acceptable material, and kept well-watered.

EXCAVATION OF PLANTING AREAS. The Contractor shall notify Digger's Hotline to verify the location of underground utilities prior to each excavation. The Contractor shall be responsible for assuring that utility marking is complete before planting begins. The Contractor shall be responsible for all damages resulting from neglect or failure to comply with this requirement.

The City Forester shall be notified after the site is marked to locate the tree on the lawn park area. The curb will be marked with a white "T" where the tree(s) shall be planted. The City will mark the planting site no later than two (2) working days after such notification.

Excavated planting holes that will not be planted with a tree may pose an immediate and considerable hazard to the public. These open holes shall be adequately barricaded with appropriate warning devices.

Where soil conditions or below ground obstructions which cannot be remedied are encountered, the Kenosha Park Division shall designate alternate planting locations. The Kenosha Park Division shall incur any costs associated with such relocation.

PLANTING OPERATIONS. Trees must be protected from excessive vibrations. Trees shall not be thrown or bounced off a truck or loader to the ground. Trees shall not be dragged, lifted, or pulled by the trunk or foliage parts in a manner that will loosen the roots in the ball.

Trees shall be set with the top of the root collar at or slightly above finished grade. Trees shall be set so that they will be at the same depth one (1) year after planting.

After the tree has been set and one-half of the backfilling is completed to support the root ball, strings, wire baskets, burlap and other wrappings shall be removed from the top one-half of the root ball. The balance of the wrappings may be left intact around the bottom half of the root ball. If the root collar is deep in the ball, excess soil shall be removed away from the trunk using hands, not tools.

Planting holes shall be backfilled with excavated soil. When the holes are approximately two-thirds (2/3rds) full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be installed to the top of the hole and watered. Puddled soil conditions shall be prevented by avoiding compaction once the soil is wet.

All trees shall be mulched over the root system with a three (3") inch to four (4") inch layer of aged wood chips or shredded bark immediately after planting. Mulching material shall be pulled back no less than three (3") inches and no more than six (6") inches from the trunk.

Plants shall be thoroughly watered after planting.

All twine, rope, transit guards, or wrappings, ribbons, and plant labels secured around the trunk or branches shall be removed after planting is completed.

CLEANUP. Soil, branches and wrapping materials, rejected trees or other debris resulting from any tree planting shall be promptly cleaned up and removed. The work area shall be kept safe and neat at all times until the cleanup operation is completed. Under no circumstances shall the accumulation of soil, branches or other debris be allowed upon a public property in such a manner as to result in a public hazard.

GUARANTEE PERIOD AND PLACEMENT. The Contractor shall guarantee that all trees are healthy and in a flourishing condition for one (1) year from the date of acceptance. The guarantee does not include vandalism, storm damage, animal damage, or mechanical damage unrelated to Contractor's activities.

The Contractor shall remove and replace, without cost, and as soon as weather conditions permit, all plants not in a healthy and flourishing condition as determined by the Kenosha Park Division at any time during the guarantee period. Replacements shall be subject to all requirements stated in this specification.

EVIDENCE. In all situations involving injury or property damage, Contractor is not to 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 regarding liability for damages or injuries, or the cause of the situation. All such questions shall be directed to the Kenosha Park Division at 653-4080.

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

ASSIGNMENT AND SUBCONTRACTING. No Contract shall be assigned or subcontracted without the written consent of the Kenosha Park Division. In no case shall consent relieve the Contractor from Contractor's contractual obligation, nor shall 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 plantings.

**CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
REQUEST FOR PROPOSAL TO PLANT TREES IN LAWN PARK AREAS
WITH INSTRUCTIONS TO PROPOSERS**

Proposal Notice No. 11-10

The City of Kenosha, Wisconsin, Finance Department, will receive proposals to plant trees described in the Contract Specifications and Special Conditions, subject to the following procedure and requirements.

DEADLINE FOR RECEIPT. Thursday, May 20, 2010, at 2:00P.M.

CITY OFFICE WHERE FILED. Finance Department, Municipal Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140-3480.

FORM OF PROPOSAL. Proposals must be submitted sealed, on City forms, legible and fully complete in all respects. Proposals must be clearly marked with the scheduled date and time of opening. Proposals received after the date and time of opening will not be considered.

FOR MORE INFORMATION. Call Dirk Nelson, Park Division, at 653-4080.

NATURE OF WORK. The Project is not a Public Construction Contract under Wisconsin law. The City is not required to award the Contract to the lowest bidder meeting minimum qualifications.

SCOPE OF WORK. Contractor shall provide all labor, supervision, equipment, services and expertise required to perform tree plantings as specified herein. Since this work requires special expertise, it is to be performed by a contractor which derives a majority of its annual income from landscape work and whose employees are highly trained and skilled in all phases of landscaping work, including work around utility lines. The City requires proof of the Contractor's involvement in landscaping work and successful completion of similar projects.

CONTRACT REQUIRED. The Contractor selected to perform the work will be required to execute a Contract and related documents on City forms as a condition of performing the work. The Contract will include among its provisions:

- Time limit for completion is November 30, 2010, with liquidated damages of One Hundred (\$100.00) Dollars per day for delay where no time extension granted.
- Liability Insurance in the following limits:
- Commercial General Liability: General Aggregate - One Million (\$1,000,000.00) Dollars; each occurrence - One Million (\$1,000,000.00) Dollars.
- 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) Dollars;
 - OR a combined single limit of One Million (\$1,000,000.00) Dollars.
- Worker's Compensation: Statutory limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to CITY, which shall provide that should any of the described policies be canceled or amended before the expiration date, the issuing company will endeavor to mail a thirty (30) day written notice to the certificate holder.

- Release and waiver of liens.

All work is to be performed in accordance with the Contract, which will supersede all other documents and representations.

INSPECTION AND REVIEW OF SITE AND CITY DATA. Each Proposer should examine the sites upon which the work will be performed to assess site conditions and review City furnished data.

LISTING OF SUBCONTRACTORS, MAJOR MATERIAL SUPPLIERS (OVER \$5,000) AND DUMPING/DISPOSAL SITES. Proposer shall list in its Proposal its subcontractors, major material suppliers (over \$5,000.00) and dumping/disposal sites.

SPECIFICATIONS AND SPECIAL CONDITIONS. Specifications and special conditions for work are affixed hereto and will be included in Contract.

AWARD OF CONTRACT. City will award the Contract, through the Finance Department, to the Proposer deemed most qualified. In making this determination, City will consider with respect to each Proposer: general qualifications, special expertise, financial ability to perform work, work record and history, and experience in projects of a similar magnitude.

City reserves the right to reject unqualified or nonconforming Proposers, to reject all Proposers and request new proposals, to accept the Proposal most advantageous to the City, or to select the most qualified Proposer and negotiate a Contract.

EXECUTION OF DOCUMENTS. Documents which are required to be executed by Proposer shall be executed as follows:

1. **Corporations.** By the President and one other officer, preferably the Secretary.
2. **Limited Liability Companies.** By the Manager, managing member or member pursuant to the article of organization of the LLC.
3. **Partnerships.** By each general partner, unless partnership agreement provides otherwise.
4. **Individuals.** By each named individual.

Any exception thereto must be approved by the City Attorney, who may require such documents as may be necessary to consider an exception.

DOCUMENTS TO BE SUBMITTED. Contractors shall submit the following documents, on City forms, in the course of making a proposal.

- Proposal.
- Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal or Bid.
- List of subcontractors, major suppliers and dumping/disposal sites.

If you are unable to submit a proposal at this time, but wish to remain on our mailing list, please respond with "No proposal at this time". Failure to respond may remove your company from our mailing list.

CITY OF KENOSHA

**Carol L. Stancato
Director of Finance**

CITY OF KENOSHA, WISCONSIN
PARK DIVISION
PROPOSAL FOR PARKWAY TREE PLANTING
No. 05-09

City of Kenosha,
625 - 52nd Street, Room 208
Kenosha, Wisconsin 53140

Purchasing:

A representative of this organization has reviewed the proposal documents noted in the 2009 City of Kenosha Tree Specifications, or waived said right, and hereby submits the following Proposal to plant said trees in accordance with City of Kenosha specifications at the following prices, to be firm for sixty (60) days from date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

- ◆ Work to be completed by _____, 2009.
- ◆ Alternate itemized and included with response? Yes _____ No _____
- ◆ Warranty Offered _____

- ◆ Comments: _____

Respectfully submitted,

Firm: _____

Signature: _____

Address: _____

Phone: _____ Fax: _____

Date: _____

Cash Discount Terms: _____ % _____ Days , Net _____ Days

Optional:

E-Mail Address: _____

Minority Owned Business: Yes _____ No _____

**CITY OF KENOSHA, WISCONSIN
PARK DIVISION**

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

Proposal No. 11-10

WORK TO BE PERFORMED. Work shall consist of tree providing and planting trees on lawn park areas and public rights-of-way within the City of Kenosha. This shall include removing debris from the site and the proper disposal thereof. All labor, supervision, equipment, and materials necessary for the execution of the work shall be provided by the Contractor at no additional cost to the City.

LOCATION OF WORK. Work will consist of tree planting on lawn park areas and public rights-of-way, within the City of Kenosha. Total trees to be planted may be up to approximately one hundred eight (180). The Contractor shall be given planting location lists on a monthly basis, or as planting locations become available.

SUPERVISION. Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge at all times to whom the Kenosha 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 Kenosha Park Division of Contractor's responsible person(s).

INSPECTIONS. The Contractor shall call the Kenosha Park Division at 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.

SAFETY. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any tree planting.

SCHEDULE. Planting operations shall commence no later than May 15, 2010 and the time limit for completion of work is November 30, 2010, with any outstanding tree plantings that have not occurred being placed on future planting contracts where no time extension is granted. The Kenosha Park Division may prioritize the plantings and redirect the Contractor having given a reasonable lead time to make the changes in scheduling.

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

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 City Forester, or his designee.

APPLICABLE SPECIFICATIONS AND STANDARDS. *American Standard for Nursery Stock, ANS Z60.1.*, Current Edition. American Nursery and Landscape Association, 1000 Vermont Avenue, N.W., Suite 300, Washington, D.C. 20005.

MATERIALS. All plant material shall conform to *American Standard for Nursery Stock*. Plants shall be true to species and variety specified, and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the planting sites. Trees shall conform to the measurement specified unless approved in writing by the City. Use of larger plants shall not increase the price to the City. Substitutions of plant material will not be permitted unless authorized in writing by the Kenosha Park Division. The attached Exhibit "A" notes the species, numbers and sizes of trees to be planted under this Contract.

Mulching material shall consist of aged or composted wood chips or shredded bark and shall be free of material injurious to plant growth. Wood chips shall be one-eighth (1/8th) inch nominal thickness, with at least fifty (50%) percent having an area of not less than one (1 sq. in.) square inch, and no piece having an area of more than six (6 sq. in.) square inches.

Water shall be supplied by the Contractor for the initial waterings and be suitable for irrigation and free from ingredients harmful to plant life.

CERTIFICATION. All plant materials, shipments, and deliveries shall comply with State and Federal laws and regulations governing the inspection, shipping, selling, and handling of plant stock. A certificate of inspection, or a copy thereof, for injurious insects, plant diseases and other plant pests shall be made available upon request. The certificate shall bear the name and address of the source of the plant stock.

TRANSPORTATION AND STORAGE OF PLANT MATERIAL. During transportation of plant material, care shall be taken to prevent injury and drying out of the trees. Should the roots be dried out, large branches torn, broken balls of earth broken or loosened, or

areas of bark torn, the City may reject the injured tree (s) and order them replaced at no additional cost to the City.

Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately upon delivery shall be kept in the shade, well-protected, with the root balls covered with wood chips or other acceptable material, and kept well-watered.

EXCAVATION OF PLANTING AREAS. The Contractor shall notify Digger's Hotline to verify the location of underground utilities prior to each excavation. The Contractor shall be responsible for assuring that utility marking is complete before planting begins. The Contractor shall be responsible for all damages resulting from neglect or failure to comply with this requirement.

The City Forester shall be notified after the site is marked to locate the tree on the lawn park area. The curb will be marked with a white "T" where the tree(s) shall be planted. The City will mark the planting site no later than two (2) working days after such notification.

Excavated planting holes that will not be planted with a tree may pose an immediate and considerable hazard to the public. These open holes shall be adequately barricaded with appropriate warning devices.

Where soil conditions or below ground obstructions which cannot be remedied are encountered, the Kenosha Park Division shall designate alternate planting locations. The Kenosha Park Division shall incur any costs associated with such relocation.

PLANTING OPERATIONS. Trees must be protected from excessive vibrations. Trees shall not be thrown or bounced off a truck or loader to the ground. Trees shall not be dragged, lifted, or pulled by the trunk or foliage parts in a manner that will loosen the roots in the ball.

Trees shall be set with the top of the root collar at or slightly above finished grade. Trees shall be set so that they will be at the same depth one (1) year after planting.

After the tree has been set and one-half of the backfilling is completed to support the root ball, strings, wire baskets, burlap and other wrappings shall be removed from the top one-half of the root ball. The balance of the wrappings may be left intact around the bottom half of the root ball. If the root collar is deep in the ball, excess soil shall be removed away from the trunk using hands, not tools.

Planting holes shall be backfilled with excavated soil. When the holes are approximately two-thirds (2/3rds) full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be installed to the top of the hole and watered. Puddled soil conditions shall be prevented by avoiding compaction once the soil is wet.

All trees shall be mulched over the root system with a three (3") inch to four (4") inch layer of aged wood chips or shredded bark immediately after planting. Mulching material shall be pulled back no less than three (3") inches and no more than six (6") inches from the trunk.

Plants shall be thoroughly watered after planting.

All twine, rope, transit guards, or wrappings, ribbons, and plant labels secured around the trunk or branches shall be removed after planting is completed.

CLEANUP. Soil, branches and wrapping materials, rejected trees or other debris resulting from any tree planting shall be promptly cleaned up and removed. The work area shall be kept safe and neat at all times until the cleanup operation is completed. Under no circumstances shall the accumulation of soil, branches or other debris be allowed upon a public property in such a manner as to result in a public hazard.

GUARANTEE PERIOD AND PLACEMENT. The Contractor shall guarantee that all trees are healthy and in a flourishing condition for one (1) year from the date of acceptance. The guarantee does not include vandalism, storm damage, animal damage, or mechanical damage unrelated to Contractor's activities.

The Contractor shall remove and replace, without cost, and as soon as weather conditions permit, all plants not in a healthy and flourishing condition as determined by the Kenosha Park Division at any time during the guarantee period. Replacements shall be subject to all requirements stated in this specification.

EVIDENCE. In all situations involving injury or property damage, Contractor is not to 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 regarding liability for damages or injuries, or the cause of the situation. All such questions shall be directed to the Kenosha Park Division at 653-4080.

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

ASSIGNMENT AND SUBCONTRACTING. No Contract shall be assigned or subcontracted without the written consent of the Kenosha Park Division. In no case shall consent relieve the Contractor from Contractor's contractual obligation, nor shall 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 plantings.

2010 KENOSHA STREET TREES

COMMON NAME	BOTANICAL NAME	SIZE	ROOT	QTY.	UNIT PRICE	PLANTING CHARGE	TOTAL COST
Chanticleer Callery Pear	pyrus calleryana "Chanticleer"	2"	B&B	25			
Japanese Tree Lilac	syringa reticulata "Ivory Silk" tree form	2"	B&B	15			
Skyline Honeylocust	gleditsia triacanthos enermis	2"	B&B	20			
Red Jewel Crabapple	malus "Jewelcole"	2"	B&B	20			
Redmond Linden	tilia americana x euclora "Redmond"	2"	B&B	30			
Common Hackberry	celtis occidentalis	2"	B&B	20			
Autumn Blaze Maple	acer x freemanii "Jeffersred"	2"	B&B	50			

**CITY OF KENOSHA
REFERENCE SHEET**

1. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

2. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

3. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

4. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____



Arthur Weiler Nursery
12247 Russell Road
Zion IL 60099

Beaver Creek
6604 Randall Road
Poplar Grove IL 61065

Berthold Nursery
434 East Devon Avenue
Elk Grove IL 60007

Breezy Hill Nursery
7530 288th Avenue
Salem WI 53168

D Hill Nursery
16111 Route 176
Union IL 60180

Discount Trees Sales and Service
1808 Hagadorn Road
Mason MI 48854

Johnson's Nursery
W180 N6275 Marcy Road
Menomonee Falls WI 53051

Kankakee Nursery
PO Box 288
Aroma Park IL 60910

KLEHM NURSERY
197 W PENNY RD
BARRINGTON IL 60010

Lake County Nursery
Route 84 Box 122
Perry OH 44081

Lieds Nursery Farms, Inc.
N63 W22039 HWY 74
Sussex WI 53089

Mariani Nursery
13715 Horton Road
Kenosha WI 53142

McKay Nursery
PO Box 185
Waterloo WI 53594

Midpark Nurseries
W5757 Lost Arrow Road
Fond Du Lac WI 54935

Paul Swartz Nursery
30728 93rd Street
Burlington WI 53105

Princeton Nurseries
PO Box 185
Allentown NJ 08501

SILVER CREEK NURSERY
PO BOX 1988
MANITOWOC WI 54221-1988

ST AUBIN NURSERY
35445 IRENE RD
KIRKLAND IL 60146

Sunset Nursery
7715 Beverly Way
Spring Grove IL 60081

The Bruce Company of Wisconsin
2830 W Beltline Hwy
Middleton WI 53562



The Davey Tree Farm
5509 Congress Road
Wooster OH 44691

The Swartz Nursery
1743 30th Avenue
Kenosha WI 53142

Beeson's McHenry County Nursery
8501 White Oaks Road
Harvard IL 60033

A-1 LANDSCAPE
200 CHERRY COURT
BOWLING BROOK IL 60440

GLACIER OAKS NURSERY
8216 WHITE OAKS ROAD
HARVARD IL 60033

TIMBERLINE TREES
4288 ELM LAWN ROAD
OCONTO FALLS WI 54154

SCHICHTEL'S
7420 PETERS RD
SPRINGFIELD NY 14141

AUGIE STARK
BRUCE CO
254 STRANGWAY DRIVE #3
LODI WI 53555

WANDELL'S NURSERY INC
1898 COUNTY ROAD 1700 N
URBANA IL 61802

KENDALL HILL NURSERY
15990 NEWARK ROAD
NEWARK IL 60541

Label #5161
4-22-09
MAILING LISTS/Trees.wp

APPLIED ECOLOGICAL SERVICES
17921 SMITH ROAD
PO BOX 256
BRODHEAD WI 53520

NATIVE CONSTRUCTION
PO BOX 125
KANSASVILLE WI 53139

FINISHING TOUCHES LANDSCAPING LLC
5364 HWY 36
BURLINGTON WI 53105

**CITY OF KENOSHA, WISCONSIN
FINANCE DEPARTMENT
REQUEST FOR PROPOSAL TO PLANT TREES IN LAWN PARK AREAS
WITH INSTRUCTIONS TO PROPOSERS**

Proposal Notice No. 11-10

The City of Kenosha, Wisconsin, Finance Department, will receive proposals to plant trees described in the Contract Specifications and Special Conditions, subject to the following procedure and requirements.

DEADLINE FOR RECEIPT. Thursday, May 20, 2010, at 2:00P.M.

CITY OFFICE WHERE FILED. Finance Department, Municipal Building, Room 208, 625 - 52nd Street, Kenosha, Wisconsin 53140-3480.

FORM OF PROPOSAL. Proposals must be submitted sealed, on City forms, legible and fully complete in all respects. Proposals must be clearly marked with the scheduled date and time of opening. Proposals received after the date and time of opening will not be considered.

FOR MORE INFORMATION. Call Dirk Nelson, Park Division, at 653-4080.

NATURE OF WORK. The Project is not a Public Construction Contract under Wisconsin law. The City is not required to award the Contract to the lowest bidder meeting minimum qualifications.

SCOPE OF WORK. Contractor shall provide all labor, supervision, equipment, services and expertise required to perform tree plantings as specified herein. Since this work requires special expertise, it is to be performed by a contractor which derives a majority of its annual income from landscape work and whose employees are highly trained and skilled in all phases of landscaping work, including work around utility lines. The City requires proof of the Contractor's involvement in landscaping work and successful completion of similar projects.

CONTRACT REQUIRED. The Contractor selected to perform the work will be required to execute a Contract and related documents on City forms as a condition of performing the work. The Contract will include among its provisions:

- Time limit for completion is November 30, 2010, with liquidated damages of One Hundred (\$100.00) Dollars per day for delay where no time extension granted.
- Liability Insurance in the following limits:
- Commercial General Liability: General Aggregate - One Million (\$1,000,000.00) Dollars; each occurrence - One Million (\$1,000,000.00) Dollars.
- 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) Dollars;
 - **OR** a combined single limit of One Million (\$1,000,000.00) Dollars.
- Worker's Compensation: Statutory limits.

Said insurance coverage shall be verified by a Certificate of Insurance issued to CITY, which shall provide that should any of the described policies be canceled or amended before the expiration date, the issuing company will endeavor to mail a thirty (30) day written notice to the certificate holder.

- Release and waiver of liens.

All work is to be performed in accordance with the Contract, which will supersede all other documents and representations.

INSPECTION AND REVIEW OF SITE AND CITY DATA. Each Proposer should examine the sites upon which the work will be performed to assess site conditions and review City furnished data.

LISTING OF SUBCONTRACTORS, MAJOR MATERIAL SUPPLIERS (OVER \$5,000) AND DUMPING/DISPOSAL SITES. Proposer shall list in its Proposal its subcontractors, major material suppliers (over \$5,000.00) and dumping/disposal sites.

SPECIFICATIONS AND SPECIAL CONDITIONS. Specifications and special conditions for work are affixed hereto and will be included in Contract.

AWARD OF CONTRACT. City will award the Contract, through the Finance Department, to the Proposer deemed most qualified. In making this determination, City will consider with respect to each Proposer: general qualifications, special expertise, financial ability to perform work, work record and history, and experience in projects of a similar magnitude.

City reserves the right to reject unqualified or nonconforming Proposers, to reject all Proposers and request new proposals, to accept the Proposal most advantageous to the City, or to select the most qualified Proposer and negotiate a Contract.

EXECUTION OF DOCUMENTS. Documents which are required to be executed by Proposer shall be executed as follows:

1. **Corporations.** By the President and one other officer, preferably the Secretary.
2. **Limited Liability Companies.** By the Manager, managing member or member pursuant to the article of organization of the LLC.
3. **Partnerships.** By each general partner, unless partnership agreement provides otherwise.
4. **Individuals.** By each named individual.

Any exception thereto must be approved by the City Attorney, who may require such documents as may be necessary to consider an exception.

DOCUMENTS TO BE SUBMITTED. Contractors shall submit the following documents, on City forms, in the course of making a proposal.

- Proposal.
- Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal or Bid.
- List of subcontractors, major suppliers and dumping/disposal sites.

If you are unable to submit a proposal at this time, but wish to remain on our mailing list, please respond with "No proposal at this time". Failure to respond may remove your company from our mailing list.

CITY OF KENOSHA

A handwritten signature in black ink, appearing to read "Carol L. Stancato". The signature is written in a cursive style with a large initial 'C'.

Carol L. Stancato
Director of Finance

CITY OF KENOSHA, WISCONSIN
PARK DIVISION
PROPOSAL FOR PARKWAY TREE PLANTING
No. 11-10

City of Kenosha,
625 - 52nd Street, Room 208
Kenosha, Wisconsin 53140

Purchasing:

A representative of this organization has reviewed the proposal documents noted in the 2010 City of Kenosha Tree Specifications, or waived said right, and hereby submits the following Proposal to plant said trees in accordance with City of Kenosha specifications at the following prices, to be firm for sixty (60) days from date of Proposal, subject to Proposal being accepted within that time and a Contract entered into for that price.

- ◆ Work to be completed by _____, 2010.
- ◆ Alternate itemized and included with response? Yes _____ No _____
- ◆ Warranty Offered _____

- ◆ Comments: _____

Respectfully submitted,

Firm: _____

Signature: _____

Address: _____

Phone: _____ Fax: _____

Date: _____

Cash Discount Terms: _____ % _____ Days , Net _____ Days

Optional:

E-Mail Address: _____

Minority Owned Business: Yes _____ No _____

**CITY OF KENOSHA, WISCONSIN
PARK DIVISION**

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

Proposal No. 11-10

WORK TO BE PERFORMED. Work shall consist of tree providing and planting trees on lawn park areas and public rights-of-way within the City of Kenosha. This shall include removing debris from the site and the proper disposal thereof. All labor, supervision, equipment, and materials necessary for the execution of the work shall be provided by the Contractor at no additional cost to the City.

LOCATION OF WORK. Work will consist of tree planting on lawn park areas and public rights-of-way, within the City of Kenosha. Total trees to be planted may be up to approximately one hundred eight (180). The Contractor shall be given planting location lists on a monthly basis, or as planting locations become available.

SUPERVISION. Contractor shall consult the Kenosha Park Division concerning details and scheduling of all work. Contractor must have a responsible person in charge at all times to whom the Kenosha 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 Kenosha Park Division of Contractor's responsible person(s).

INSPECTIONS. The Contractor shall call the Kenosha Park Division at 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.

SAFETY. Contractor is responsible for contacting Digger's Hotline (1-800-242-8511) and making sure the sites are marked prior to any tree planting.

SCHEDULE. Planting operations shall commence no later than May 15, 2010 and the time limit for completion of work is November 30, 2010, with any outstanding tree plantings that have not occurred being placed on future planting contracts where no time extension is granted. The Kenosha Park Division may prioritize the plantings and redirect the Contractor having given a reasonable lead time to make the changes in scheduling.

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

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 City Forester, or his designee.

APPLICABLE SPECIFICATIONS AND STANDARDS. *American Standard for Nursery Stock, ANS Z60.1.*, Current Edition. American Nursery and Landscape Association, 1000 Vermont Avenue, N.W., Suite 300, Washington, D.C. 20005.

MATERIALS. All plant material shall conform to *American Standard for Nursery Stock*. Plants shall be true to species and variety specified, and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the planting sites. Trees shall conform to the measurement specified unless approved in writing by the City. Use of larger plants shall not increase the price to the City. Substitutions of plant material will not be permitted unless authorized in writing by the Kenosha Park Division. The attached Exhibit "A" notes the species, numbers and sizes of trees to be planted under this Contract.

Mulching material shall consist of aged or composted wood chips or shredded bark and shall be free of material injurious to plant growth. Wood chips shall be one-eighth (1/8th") inch nominal thickness, with at least fifty (50%) percent having an area of not less than one (1 sq. in.) square inch, and no piece having an area of more than six (6 sq. in.) square inches.

Water shall be supplied by the Contractor for the initial waterings and be suitable for irrigation and free from ingredients harmful to plant life.

CERTIFICATION. All plant materials, shipments, and deliveries shall comply with State and Federal laws and regulations governing the inspection, shipping, selling, and handling of plant stock. A certificate of inspection, or a copy thereof, for injurious insects, plant diseases and other plant pests shall be made available upon request. The certificate shall bear the name and address of the source of the plant stock.

TRANSPORTATION AND STORAGE OF PLANT MATERIAL. During transportation of plant material, care shall be taken to prevent injury and drying out of the trees. Should the roots be dried out, large branches torn, broken balls of earth broken or loosened, or

areas of bark torn, the City may reject the injured tree (s) and order them replaced at no additional cost to the City.

Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately upon delivery shall be kept in the shade, well-protected, with the root balls covered with wood chips or other acceptable material, and kept well-watered.

EXCAVATION OF PLANTING AREAS. The Contractor shall notify Digger's Hotline to verify the location of underground utilities prior to each excavation. The Contractor shall be responsible for assuring that utility marking is complete before planting begins. The Contractor shall be responsible for all damages resulting from neglect or failure to comply with this requirement.

The City Forester shall be notified after the site is marked to locate the tree on the lawn park area. The curb will be marked with a white "T" where the tree(s) shall be planted. The City will mark the planting site no later than two (2) working days after such notification.

Excavated planting holes that will not be planted with a tree may pose an immediate and considerable hazard to the public. These open holes shall be adequately barricaded with appropriate warning devices.

Where soil conditions or below ground obstructions which cannot be remedied are encountered, the Kenosha Park Division shall designate alternate planting locations. The Kenosha Park Division shall incur any costs associated with such relocation.

PLANTING OPERATIONS. Trees must be protected from excessive vibrations. Trees shall not be thrown or bounced off a truck or loader to the ground. Trees shall not be dragged, lifted, or pulled by the trunk or foliage parts in a manner that will loosen the roots in the ball.

Trees shall be set with the top of the root collar at or slightly above finished grade. Trees shall be set so that they will be at the same depth one (1) year after planting.

After the tree has been set and one-half of the backfilling is completed to support the root ball, strings, wire baskets, burlap and other wrappings shall be removed from the top one-half of the root ball. The balance of the wrappings may be left intact around the bottom half of the root ball. If the root collar is deep in the ball, excess soil shall be removed away from the trunk using hands, not tools.

Planting holes shall be backfilled with excavated soil. When the holes are approximately two-thirds (2/3rds) full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be installed to the top of the hole and watered. Puddled soil conditions shall be prevented by avoiding compaction once the soil is wet.

All trees shall be mulched over the root system with a three (3") inch to four (4") inch layer of aged wood chips or shredded bark immediately after planting. Mulching material shall be pulled back no less than three (3") inches and no more than six (6") inches from the trunk.

Plants shall be thoroughly watered after planting.

All twine, rope, transit guards, or wrappings, ribbons, and plant labels secured around the trunk or branches shall be removed after planting is completed.

CLEANUP. Soil, branches and wrapping materials, rejected trees or other debris resulting from any tree planting shall be promptly cleaned up and removed. The work area shall be kept safe and neat at all times until the cleanup operation is completed. Under no circumstances shall the accumulation of soil, branches or other debris be allowed upon a public property in such a manner as to result in a public hazard.

GUARANTEE PERIOD AND PLACEMENT. The Contractor shall guarantee that all trees are healthy and in a flourishing condition for one (1) year from the date of acceptance. The guarantee does not include vandalism, storm damage, animal damage, or mechanical damage unrelated to Contractor's activities.

The Contractor shall remove and replace, without cost, and as soon as weather conditions permit, all plants not in a healthy and flourishing condition as determined by the Kenosha Park Division at any time during the guarantee period. Replacements shall be subject to all requirements stated in this specification.

EVIDENCE. In all situations involving injury or property damage, Contractor is not to 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 regarding liability for damages or injuries, or the cause of the situation. All such questions shall be directed to the Kenosha Park Division at 653-4080.

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

ASSIGNMENT AND SUBCONTRACTING. No Contract shall be assigned or subcontracted without the written consent of the Kenosha Park Division. In no case shall consent relieve the Contractor from Contractor's contractual obligation, nor shall 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 plantings.

2010 KENOSHA STREET TREES

COMMON NAME	BOTANICAL NAME	SIZE	ROOT	QTY.	UNIT PRICE	PLANTING CHARGE	TOTAL COST
Chanticleer Callery Pear	pyrus calleryana "Chanticleer"	2"	B&B	25			
Japanese Tree Lilac	syringa reticulata "Ivory Silk" tree form	2"	B&B	15			
Skyline Honeylocust	gleditsia Triacanthos enermis	2"	B&B	20			
Red Jewel Crabapple	malus "Jewelcole"	2"	B&B	20			
Redmond Linden	tilia americana x euchlora "Redmond"	2"	B&B	30			
Common Hackberry	celtis occidentalis	2"	B&B	20			
Autumn Blaze Maple	acer x freemanii "Jeffersred"	2"	B&B	50			

**CITY OF KENOSHA
REFERENCE SHEET**

1. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

2. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

3. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

4. **Name:** _____
Contact: _____
Address: _____
Phone: _____ **Fax:** _____

CITY OF KENOSHA, WISCONSIN
PARK DIVISION
PROPOSAL FOR PARKWAY TREE PLANTING
No. 11-10

City of Kenosha,
625 - 52nd Street, Room 208
Kenosha, Wisconsin 53140

Purchasing:

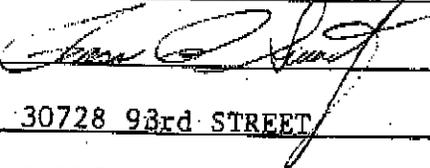
A representative of this organization has reviewed the proposal documents noted in the 2010 City of Kenosha Tree Specifications, or waived said right, and hereby submits the following Proposal to plant said trees in accordance with City of Kenosha specifications at the following prices, to be firm for sixty (60) days from date of Proposal; subject to Proposal being accepted within that time and a Contract entered into for that price.

- ◆ Work to be completed by NOVEMBER 30th, 2010.
- ◆ Alternate itemized and included with response? Yes _____ No X
- ◆ Warranty Offered ONE YEAR: AS STATED IN CONTRACT SPECIFICATIONS AND SPECIAL CONDITIONS

◆ Comments: _____

Respectfully submitted,

Firm: PAUL SWARTZ NURSERY & GARDEN SHOP, INC.

Signature: 

Address: 30728 93rd STREET
BURLINGTON WI, 53105

Phone: 262-889-4301 Fax: 262 889-8361

Date: 5/10/10

Cash Discount Terms: _____ % _____ Days, Net 30 Days

Optional:

E-Mail Address: ross@paulswartznursery.com

Minority Owned Business: Yes _____ No X

**CITY OF KENOSHA
REFERENCE SHEET**

1. **Name:** Kenosha County Public Works/Parks Dept.
Contact: Jon Rudie
Address: P.O. Box 549 Bristol, WI 53104
Phone: (262) 857-1861 **Fax:** _____

2. **Name:** Racine County Public Works
Contact: Jim Metzger
Address: 14200 Washington Ave. Sturtevant, WI 53177
Phone: 262-886-8440 **Fax:** 262-886-8480

3. **Name:** Village of Waterford
Contact: Rebecca Ewald
Address: 123 N. River St, Waterford, WI 53185
Phone: 262-534-7912 **Fax:** _____

4. **Name:** Bushman Homes, LLC
Contact: Gary Bushman
Address: 7500 W. Grand Ave, Suite 22
Phone: 847-265-0230 **Fax:** _____

DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
KENOSHA, WISCONSIN 53140
(262) 653-4030
FAX (262) 653-4045
www.kenosha.org



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Finance Committee
Mayor Bosman and Members of the Common Council

FROM: Anthony Geliche, Community Development Specialist *AG*

RE: NSP Developer's Agreement between the City of Kenosha and
the Kenosha Housing Authority for property at 6105 25th Avenue, District #12

DATE: July 27, 2010

Attached is the Developer's Agreement between the City of Kenosha and the Kenosha Housing Authority under the Neighborhood Stabilization Program (NSP) for property at 6105 25th Avenue.

The Common Council approved the other six Agreements at the July 19, 2010 meeting. Additional backup from the July 19, 2010 meeting agenda is attached for your reference.

If you have any questions, please contact me at 653.4030

TG:kas
Attachments

DEPARTMENT OF CITY DEVELOPMENT
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CITY PLAN
REAL ESTATE
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COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Members of Finance Committee
Members of Common Council

FROM: Anthony Geliche, Community Development Specialist *AG*

DATE: July 14, 2010

SUBJECT: *NSP Developer's Agreements between the City of Kenosha and the Kenosha Housing Authority*

On August 3, 2009, Item K.2., the Common Council approved a Contract between the City of Kenosha and the State of Wisconsin for the Neighborhood Stabilization Program (NSP).

As indicated in our memo of June 11, 2009 to the Council, the Kenosha Housing Authority is being utilized as the mechanism to acquire the properties under the NSP. Staff was informed through a Statewide webinar, that HUD issued guidance on the requirement of communities to have obligated all of their NSP funds by August 15, 2010. HUD has defined obligated as either having contracts in place for the work to be performed, or a development agreement between the city and the entity owning the property. After discussing the obligation requirement with the State of Wisconsin, it was determined that the City could enter into a Development Agreement with the Kenosha Housing Authority to satisfy the obligation requirement.

As a result we are providing to you, six (6) NSP Development Agreements between the City of Kenosha and the Kenosha Housing Authority. These Agreements spell out the scope of work to be undertaken, the funding that will be utilized (please note that the properties have already been acquired), and the time-frame for completing the project. With the approval of the Common Council and the Kenosha Housing Authority, we will have satisfied our obligation requirements for these six (6) properties.

We will have two (2) additional NSP Development Agreements that will be brought forward once the properties have been identified and offers have been accepted. We anticipate this to occur no later than the Council's August 16, 2010 meeting.

If you have any questions, please contact me at 653.4030.

AG:sks
Attachments

**COMMON COUNCIL
OFFICIAL PROCEEDINGS**

August 3, 2009

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

**I. APPOINTMENTS/
REAPPOINTMENTS BY THE MAYOR**

- I.1. It was moved by Alderperson Casey, seconded by Alderperson Kennedy, to approve appointment of Jeanette Stevenson to the Keep Kenosha Beautiful Commission for a term to expire May 1, 2010 (to fulfill an unexpired term). On roll call vote, motion carried unanimously.
- I.2. It was moved by Alderperson Casey, seconded by Alderperson Kennedy, to approve the reappointment of Paul Hegland to the Kenosha Area Tourism Corporation Board of Directors for a term to expire May 1, 2012. On roll call vote, motion carried (9-7) with Alderpersons Ruffolo, Carpenter, Ruef, Nudo, Misner, Downing, and Bogdala voting nay.
- I.3. It was moved by Alderperson Casey, seconded by Alderperson Carpenter, to approve the appointment of John Andersen, to the Airport Commission for a term to expire May 1, 2015. On roll call vote, motion carried (15-1) with Alderperson Downing voting nay.
- I.4. It was moved by Alderperson Casey, seconded by Alderperson Kennedy, to approve the appointment of Len Iaquina, to the Library Board for a term to expire July 1, 2012. On roll call vote, motion carried (10-6) with Alderpersons Ruffolo, Ruef, Nudo, Misner, Downing and Bogdala voting nay.
- I.5. It was moved by Alderperson Casey, seconded by Alderperson Kennedy, to approve the appointment of Frank Pacetti to the Kenosha Area Tourism Corporation Board of Directors for a term to expire May 1, 2012. On roll call vote, motion carried unanimously.
- I.6. It was moved by Alderperson Haugaard, seconded by Alderperson Misner, to approve the appointment of Charles W. Bradley to the Police and Fire Commission for a term to expire the May 3, 2010 (to fulfill an unexpired term). Discussion occurred regarding whether or not the appointment was in compliance with Statutes in regards to political party affiliation. City Administrator Frank Pacetti confirmed the appointment would be in compliance since Mr. Bradley advised he was not a card-carrying member of any political party. On roll call vote, motion carried unanimously.

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

It was moved by Alderperson Casey, seconded by Alderperson Juliana, to:

- K.1. Approve Stormwater Management Practices Maintenance Agreement (Access to Sites) By and Between the City of Kenosha (Wisconsin) and the Kenosha Unified School District No. 1. (Indian Trails) (16th District)
- K.2. Approve Contract between the City of Kenosha and the State of Wisconsin Department of Commerce (Neighborhood Stabilization Program Contract). On roll call vote, motion carried unanimously.

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. It was moved by Alderperson Casey, seconded by Alderperson Juliana, to approve Disbursement Record #13 - \$5,221,746.92. On roll call vote, motion carried (15-1) with Alderperson Bogdala voting nay.
- L.2. It was moved by Alderperson Ohnstad, seconded by Alderperson Kennedy to defer and refer back to the Finance Committee, HOME Program Overview and Revisions to the 2007 and 2008 Program Descriptions. A public hearing was held. No one spoke. On roll call vote, motion carried (15-1) with Alderperson Misner voting nay.

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- M.1. It was moved by Alderperson Kennedy, seconded by Alderperson Ruef to approve Final Acceptance of: Projects Completed by Bane Nelson (Kenosha, Wisconsin):
- a. #08-1409 Southport Beach House Restroom Renovations (7825-1st Avenue) -\$146,284.50. (3rd District)
- b. #05-1416 Anderson Park Skateboard Park (8730 -22nd Avenue)-\$155,788.42. (9th District)
- On roll call vote, motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Carpenter, seconded by Alderperson Juliana, to adjourn at 9:12 p.m.

Tony

DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
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CITY PLAN
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REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Members of the Common Council
FROM: Jeffrey B. Labahn, Director of City Development
Anthony Geliche, Community Development Specialist *AG*
DATE: June 11, 2009
SUBJECT: *Neighborhood Stabilization Program*

The State of Wisconsin has awarded the City of Kenosha \$1,737,467 under the Wisconsin Neighborhood Stabilization Program. The Neighborhood Stabilization Program (NSP) was established for the purpose of stabilizing communities that have suffered from residential foreclosures and abandonment.

The City intends to use the funding for the acquisition of eight (8) foreclosed residential properties, of which six (6) properties will be rehabilitated and two (2) properties will be demolished and constructed new. The City also intends to provide direct homeownership assistance (in the form of a second mortgage) to all eight (8) of the properties rehabilitated and newly constructed.

Activities must be located within the areas defined by HUD as having the highest foreclosure risk score. These areas are identified on the attached map with the highest foreclosure risk scores (10, 9 and 8) being the darkest colors.

The funds will be administered by the City of Kenosha Housing Authority as the Housing Authority has been the mechanism utilized by the City for oversight of housing activities.

If you should have any questions on the NSP funding, please contact Tony Geliche at 653.4030.

sks
c Mayor Keith Bosman
Frank Pacetti, City Administrator

Attachments: Map
Budget

NEIGHBORHOOD STABILIZATION PROGRAM DEVELOPMENT AGREEMENT

Between
THE CITY OF KENOSHA
and
THE KENOSHA HOUSING AUTHORITY
(6105 25th Avenue)

THIS AGREEMENT is made by and between the City of Kenosha (hereinafter referred to as "CITY"), and the Kenosha Housing Authority (hereinafter referred to as "DEVELOPER").

WHEREAS, the DEVELOPER owns the property described in Attachment A, (hereinafter referred to as "Site"), acquired for the purpose of redeveloping and reoccupying the home, thereby stabilizing the neighborhood; and

WHEREAS, the DEVELOPER desires to demolish an existing single-family house and build a new single-family house described in Attachment A for owner occupancy;

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the CITY and the DEVELOPER as follows:

- I. **PROJECT SCOPE.** The Project includes demolition of an existing single-family house and construction of a single-family house described in Attachment A which was acquired by the DEVELOPER utilizing Neighborhood Stabilization Program (hereinafter referred to as "NSP") funds.
- II. **BUDGET.** The DEVELOPER shall utilize \$198,255 in NSP funds for the demolition and new construction of the prospective Site as outlined in Attachment A.
- III. **TIMELINE.**
 - A. **Project Commencement.** The DEVELOPER shall commence redevelopment of the Project as outlined in Attachment A.
 - B. **Project Completion.** The DEVELOPER agrees to complete the Project as outlined in Attachment A in accordance with the CITY approved plans and NSP1 rules. The Project shall be deemed completed upon issuance of an Occupancy Permit by the CITY. The DEVELOPER may request one 90-day extension for completion of the Project of which the CITY shall not unreasonably deny.
- IV. **DEVELOPER OBLIGATIONS.**
 - A. The DEVELOPER is responsible for obtaining all necessary permits and work on the Project shall be done in conformance with all state and local building codes, rules and regulations, including lead-based paint abatement (24CFR Part 35).
 - B. The DEVELOPER shall design the Project in such a manner that the Project is similar to the predominant housing style in the neighborhood and shall generally conform to the proposal submitted in conjunction with this Agreement.

- C. The DEVELOPER shall implement the Project in conformance with all NSP1 rules.

V. TERMINATION AND REMEDIES.

- A. Except as otherwise provided, in the event of any default or breach of this Agreement, the breaching party shall, upon written notice from the other party, proceed immediately to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within this period. In this event, the breaching party shall commence action to cure the default or breach within the 60-day period and diligently proceed to cure the breach. In case such action is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute proceedings as necessary or desirable, in its opinion, to cure and remedy the breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligation.
- B. Completion of the Project in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the CITY. Accordingly, the CITY may, in the event of legal proceedings, seek remedies to compel the specific performance of the DEVELOPER as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the CITY may seek damages against the DEVELOPER.

VI. MISCELLANEOUS PROVISIONS.

- A. The DEVELOPER agrees not to discriminate on the basis of race, color, religion, sex, or national origin in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the CITY to such injunctive relief or other remedies as may be available at law.
- B. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.
- C. The CITY and the DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this

provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default, shall be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default, except to the extent specifically waived in writing.

- D. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement or the application thereof, to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the CITY and the DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

- VII. **ASSIGNMENT.** The DEVELOPER may not assign this Agreement or sell to a third party without the prior written consent of the CITY.
- VIII. **AMENDMENTS TO AGREEMENT.** This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.
- IX. **THIRD PARTIES.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other person.
- X. **ENVIRONMENTAL ASSESSMENT.** The parties understand and acknowledge that the CITY has no knowledge of activities that occurred on the Site that would have included the storage, treatment, or disposal of hazardous substances. The CITY has fully disclosed to the DEVELOPER any reports, analysis, studies, or other documents in the possession of the CITY that would identify contaminants on the Site. The DEVELOPER acknowledges that the DEVELOPER has had a full and fair opportunity to inspect the Site and to perform any tests or analysis desired by the DEVELOPER as to the condition of the Site. The DEVELOPER agrees to purchase the Site as is and where is.
- XI. **FORMALITIES AND AUTHORITY.** The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

XII. NOTICES AND DEMANDS. A notice, demand, or other communication under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

TO DEVELOPER: Donna M. Cook, Executive Director
Kenosha Housing Authority
625 52nd Street – Room 98
Kenosha, WI 53140

TO CITY: Jeffrey B. Labahn, Director
City of Kenosha
Department of City Development
625 52nd Street – Room 308
Kenosha, WI 53140

with a copy to: Edward R. Antaramian
City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

XIII. NON-MERGER AND SURVIVAL. Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____ 2010.

CITY OF KENOSHA

Keith G. Bosman, Mayor

Michael Higgins, Clerk/Treasurer/Assessor

KENOSHA HOUSING AUTHORITY

Edward R. Gray, Chairman

Donna M. Cook, Executive Director

Attachment "A"

07/27/2010

NSP Project Scope / Budget / Timeline 6105-25th Avenue, "Piedmont" Model

Sources of Funds	Budget Amt.	Notes/Comments
Neighborhood Stabilization Program (NSP)	\$220,355	
Total Sources of Funds	\$220,355	
Uses of Funds		
Property acquisition and property maintenance until sale	\$22,100	
Building Environmental/Demolition	\$10,000	
Estimated Construction Contract Cost	\$173,040	3 bdrm, 1 1/2 bath, 1,564 (heated area)
KWU Sewer/Water Connection Fee & Storm Drain Connection Fee	Included in contract amt.	
New Sewer/Water/Storm laterals to mains, including street opening and restoration	Included in contract amt.	
Landscaping	\$6,800	
Fencing	\$0	
Tree/Brush Removal	\$0	
Survey Work	\$565	
Utilities	\$1,500	
Appraisal	\$350	
Construction Inspection Services	\$3,500	
Contingency	\$2,500	
Total Uses of Funds	\$220,355	

Total New Construction Cost	\$188,255
------------------------------------	------------------

Piedmont Model (T. Christiansen) Construction Cost Estimate Basis:		
2009 Construction Cost	\$168,000	Basso Builders, 5422-22 nd Ave.
2011 Est. Construction Cost (+ 3% added to 2009 price)	\$173,040	

Timeline:		
Project Bidding:	03/15/11	
Bid Due Date	04/30/11	
Contract Approval	05/17/11	
Est. Start of Construction	06/15/11	
Construction Completion	12/31/11	

*City Development
625 - 52nd Street
Kenosha, WI 53140
262.653.4030*

FACT SHEET

*Public Works Committee
Finance Committee
Common Council*

July 7, 2010

Permanent Limited Easement and Temporary Construction Easement between the City of Kenosha and Kent & Angela Morton for property at 1338 20th Avenue, District #1.

LOCATION:

1338 20th Avenue

NOTIFICATIONS:

The alderman of the district, Alderman Haugaard, has been notified. This item will be reviewed by the Public Works Committee, Finance Committee and final approval by the Common Council.

ANALYSIS:

- Attached is the proposed Permanent Limited Easement and Temporary Construction Easement for Storm Water Management that is needed in this area for the installation of a storm inlet.
- An appraisal was completed for the City and the payment for the Permanent Limited Easement and Construction Easement is \$2,600.00.

RECOMMENDATION:

A recommendation is made to approve Permanent Limited Easement and Temporary Construction Easement.


Sharon K. Krewson, Real Estate Broker


Jeffrey B. Labahn, Director of City Development

PERMANENT LIMITED EASEMENT

PERMANENT LIMITED EASEMENT

THIS EASEMENT, made by Kent T. and Angela Morton, grantor(s) conveys a permanent limited easement as described below to the City of Kenosha, a Municipal Corporation, grantee, for the sum of \$2,600.00 (Two Thousand Six Hundred and 00/100) for the purpose of permission and authority to construct, install, operate and maintain a storm sewer and appurtenances.

Other persons having an interest of record in the property: lender of record, if any.

Legal Description: See attached.

Property Address: 1338 20th Avenue

Recording Area

Name and Return Address
Sharon K. Krewson
City of Kenosha
Dept. of City Development
625 52nd Street, Room 308
Kenosha, WI 53140

Parcel Identification Number:

10-223-18-230-060

(Signature)

(Print Name)

(Signature)

(Print Name)

Kent T. Morton
(Signature)

Kent T. Morton *Kent T. Morton*
(Print Name)

Angela M. Morton
(Signature), M.

Angela Morton *ANGELA M. MORTON*
(Print Name)

Subscribed and sworn to before me this date

26 of May 2010.

Juan M. Ruffolo
(Signature, Notary Public, State of Wisconsin)

JOAN M. RUFFOLO, NOTARY PUBLIC
(Print or Type Name, Notary Public, State of Wisconsin)
STATE OF WISC.

Feb. 17, 2013
(Date Commission Expires)

Parcel No. 060

(SEAL)

THIS INSTRUMENT DRAFTED BY:
S. K. Krewson, City of Kenosha

Storm Sewer Easement
Kent T. and Angela Morton
To
City of Kenosha, a Municipal Corporation
Part of Kenosha County Tax Parcel 10-223-18-230-060
Emailed to csusans@kenosha.org on May , 2010
File name: Morton_Easement.doc

A **Permanent Easement** for the right, permission and authority to construct, install, operate and maintain a storm sewer and appurtenances, on Grantor's premises, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long-as required for such purpose, and including the right to preserve, protect, plant or remove any trees, shrubbery or vegetation that Grantee deems necessary, in and to the following tract of land:

Part of Lot "C" of Certified Survey Map 1551, recorded on February 17, 1992 in Volume 1488, Page 34 with the Kenosha County Register of Deeds Office, in the Northwest Quarter of the Northwest Quarter of Section 18, Town 2 North, Range 23 East of the Fourth Principal Meridian, in the City of Kenosha, Kenosha County, Wisconsin and being further described as follows:

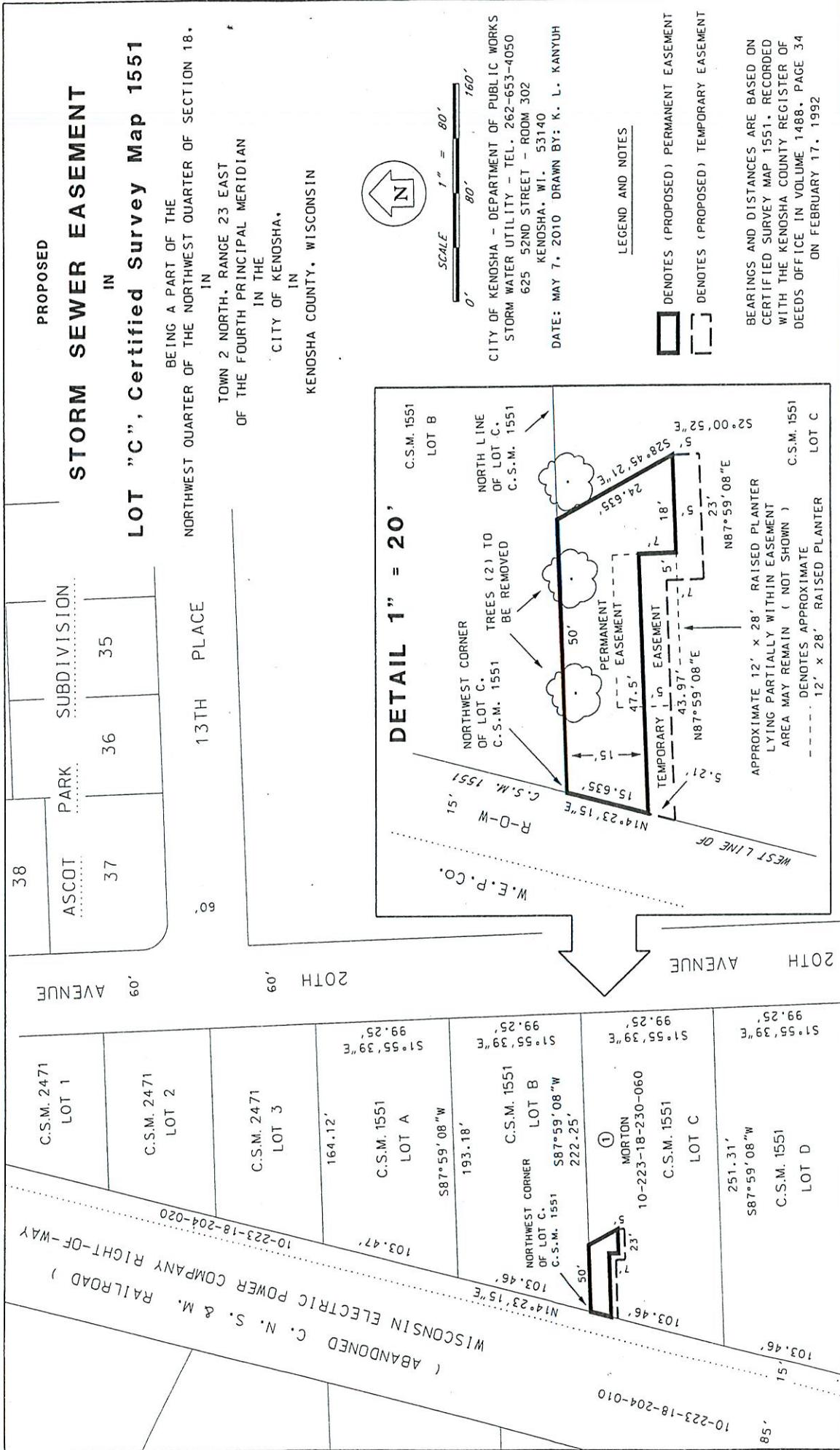
Beginning at the northwest corner of said Lot "C"; thence North 87°59'08" East along the north line of said Lot "C", 50 feet; thence South 28°45'21" East, 24.635 feet; thence South 87°59'08" West parallel to said north line, 18 feet; thence North 2°00'52" West, 7 feet; thence South 87°59'08" West parallel to said north line, 47.5 feet to the west line of said Lot "C"; thence North 14°23'15" East along said west line, 15.635 feet to the point of beginning;

Grantor further agrees to not alter the surface grade by more than 0.4 feet, unless approved by Grantee, and to keep said permanent easement area free and clear of all physical structures so as to afford access at all times, except that the existing approximate 12 feet by 28 feet raised planter may remain.

Also, a **temporary construction easement** described as:

Commencing at the northwest corner of said Lot "C"; thence South 14°23'15" West along said west line, 15.635 feet to the point of beginning; thence North 87°59'08" East parallel to the north line of said Lot "C", 47.5 feet; thence South 2°00'52" East, 7 feet; thence North 87°59'08" East parallel to said north line, 18 feet; thence South 2°00'52" East, 5 feet; thence South 87°59'08" West parallel to said north line, 23 feet; thence North 2°00'52" West, 7 feet; thence South 87°59'08" West parallel to said north line, 43.97 feet to the west line of said Lot "C"; thence North 14°23'15" East along said west line, 5.21 feet to the point of beginning;

The described temporary construction easement shall include for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such purpose; said temporary construction easement will terminate upon completion of the construction and installation of said storm sewer, and the proper restoration of all easement areas.



**PROPOSED
STORM SEWER EASEMENT**

IN
LOT "C", Certified Survey Map 1551

BEING A PART OF THE
NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18,

IN
TOWN 2 NORTH, RANGE 23 EAST
OF THE FOURTH PRINCIPAL MERIDIAN

IN THE
CITY OF KENOSHA,

IN
KENOSHA COUNTY, WISCONSIN

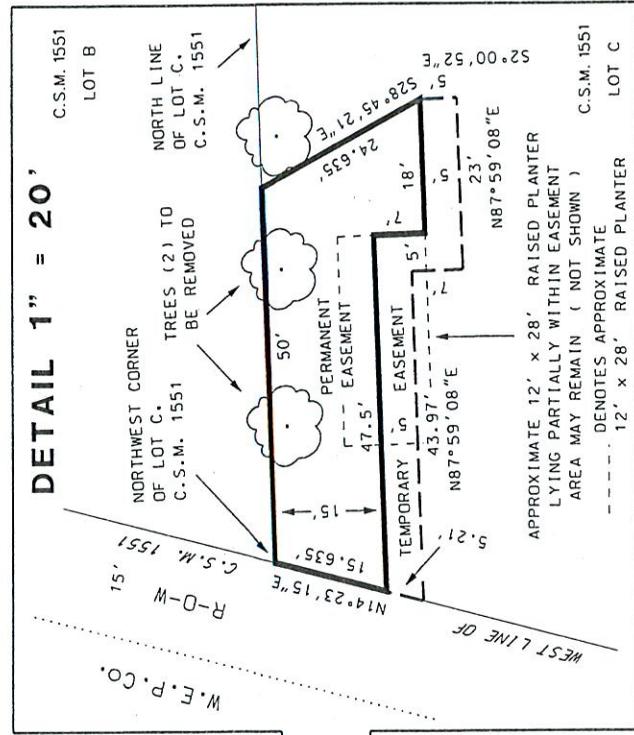


CITY OF KENOSHA - DEPARTMENT OF PUBLIC WORKS
STORM WATER UTILITY - TEL. 262-653-4050
625 52ND STREET - ROOM 302
KENOSHA, WI. 53140
DATE: MAY 7, 2010 DRAWN BY: K. L. KANYUH

LEGEND AND NOTES

- DENOTES (PROPOSED) PERMANENT EASEMENT
- DENOTES (PROPOSED) TEMPORARY EASEMENT

BEARINGS AND DISTANCES ARE BASED ON
CERTIFIED SURVEY MAP 1551, RECORDED
WITH THE KENOSHA COUNTY REGISTER OF
DEEDS OFFICE IN VOLUME 1488, PAGE 34
ON FEBRUARY 17, 1992



DETAIL 1" = 20'

C.S.M. 1551 LOT B
NORTH LINE OF LOT C, C.S.M. 1551
TRESSES (2) TO BE REMOVED
PERMANENT EASEMENT
TEMPORARY EASEMENT
APPROXIMATE 12' x 28' RAISED PLANTER LYING PARTIALLY WITHIN EASEMENT AREA MAY REMAIN (NOT SHOWN)
C.S.M. 1551 LOT C
WEST LINE OF W.E.P.CO.
R-O-W 5'N14°23'15"E
15.635'
5.21'
43.97'
N87°59'08"E
47.5'
18'
23'
N87°59'08"E
52°00'52"E
24.635'528°45'21"E



DEPARTMENT OF
NEIGHBORHOOD SERVICES
AND
INSPECTIONS

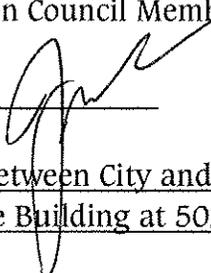
JAMES M. SCHULTZ
Director

Building Inspection

Property Maintenance

Zoning Enforcement

TO: Keith G. Bosman, Mayor
and City of Kenosha Common Council Members

FROM: James M. Schultz, Director 

SUBJECT: Proposed Contract By and Between City and Guelig Waste Removal and Demolition, LLC, to Raze the Building at 5024 47th Avenue in the Amount of \$11,820.00

DATE: July 29, 2010

We are requesting approval of the attached contract to raze a fire-damaged residential building located at the subject address.

The owner of the property is Willis Johnson of Kenosha, Wisconsin.

The property is in a serious state of disrepair – to an extent that the cost of repair exceeds more than 50% of the improved value. Its physical condition represents a public safety hazard and a blighting influence on the surrounding area. The condemnation process is complete; and, the City is legally able to raze the building.

Your favorable approval of this contract is requested.

JMS:kah

PROPOSAL NOTICE NO. 16-10

CONTRACT TO RAZE BUILDING

**5024 47th Avenue,
Kenosha, Wisconsin 53144,**

By And Between

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

And

**GUELG WASTE REMOVAL AND DEMOLITION, LLC.,
A Wisconsin Limited Liability Company**

THIS AGREEMENT, made and entered into by and between the **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "**CITY**", and Guelig Waste Removal and Demolition, LLC, a Wisconsin limited liability company, with its principal place of business located at N4456, HWY 45, Eden, Wisconsin 53019, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, CONTRACTOR has submitted to the **CITY** a written proposal to raze two (2) buildings according to the specifications and special conditions contained in the Request for Proposals, and the **CITY** has accepted said Proposal, subject to 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 State law.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings 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. "**CITY**" shall mean the City of Kenosha, Wisconsin.
- b. "**DIRECTOR**" shall mean the Director of the City of Kenosha Department of Neighborhood Services and Inspections, and includes designees.
- c. "**CONTRACT**". The following documents to the extent applicable to this Contract comprise the complete Contract: Request for Proposals, Proposal, Site Inspection Reports, Executed Contract, Environmental/Special Reports, Instructions, Specifications and Conditions, Performance Bond, Certificates of Insurance, Raze Permit, State Notifications and Approvals, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Determinations 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 and which apply to this Contract are on file in the Department of Finance and are incorporated into this Contract by reference.

d. **"CONTRACTOR"** shall mean the party who proposed to do the Work herein described whose Proposal was accepted by the **CITY** Director of Finance. The term shall include approved subcontractors.

e. **"WORK"** means any contractual endeavor undertaken by the **CONTRACTOR**, by itself and through approved subcontractors, to accomplish the razing of specified building(s), 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 razing.

f. **"OVERPAYMENT"** means any money the **CONTRACTOR** received which the **CONTRACTOR** was not entitled to receive under this Agreement, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was redone or replaced and accepted by the **CITY**.

2. **WORK TO BE PERFORMED BY CONTRACTOR AND PRICE/COST.** The **CONTRACTOR**, for the sum of Eleven Thousand Eight Hundred Twenty dollars (\$11,820.00), will perform and complete, or will cause to be performed and completed, all Work defined in this Contract, including asbestos removal and disposal, in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this Contract. Work shall consist of razing the following buildings:

Address: 5024 47th Avenue, Kenosha, Wisconsin 53144

Tax Parcel No: 08-222-35-276-013

Description: A two story wood frame dwelling consisting of approximately 5,478 square feet together with a full basement and indoor swimming pool plus a wood burning unit outbuilding consisting of approximately 64 square feet. A picture of the buildings and a map of their location is attached.

3. **COMMENCEMENT AND DILIGENT PROSECUTION OF WORK.** The **CONTRACTOR** will prosecute the Work diligently until fully complete in accordance with this Contract. The **CONTRACTOR** shall obtain required permits and commence demolition Work no later than August 16, 2010. Demolition work is to be completed within seven (7) days of the start of the demolition.

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. Arbitration is not herein provided for and unresolved disputes may be settled through the Courts.

The **CONTRACTOR** has the duty of requesting an extension of time to complete the Work from the **CITY** Director of Neighborhood Services and Inspections, 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 **CITY** Director of Neighborhood Services and Inspections grant an extension, the **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should the **CITY** Director of Neighborhood Services and Inspections determine that the Work will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was

not justified, the **CITY** Director of Neighborhood Services and Inspections 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 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 herein contained shall prevent the **CITY** Director of Neighborhood Services and Inspections from stopping the 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.
- b. Respecting warranty, until expiration of warranty term.
- c. Respecting 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 filed.

5. TERMINATION FOR CAUSE. In the event either party should fail to fulfill in a timely manner its obligations under this Contract, the nonbreaching party shall have the right to terminate the Contract by giving a five (5) 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 **CITY** Director of Neighborhood Services and Inspections, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. PERFORMANCE AND PAYMENT BOND/ASSURANCE. The **CONTRACTOR** has executed a Performance and Payment Bond or other assurance required by the **CITY**, in a form approved by the City Attorney, as a precondition of this Contract, in the sum of the accepted Proposal, effective as of the date of the execution of this Contract. The **CONTRACTOR** understands that the **CITY** may file a claim against this bond or assurance should any of the provisions of this Contract not be faithfully and timely performed by the **CONTRACTOR**.

7. DIRECTOR OF NEIGHBORHOOD SERVICES AND INSPECTIONS 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 **CITY** Director of Neighborhood Services and Inspections shall be final and conclusive, until and unless set aside by a Court of law.

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

8. METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES. In addition to selecting 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** shall wet down the Category I non-friable asbestos in accordance with Administrative Rule NR 415 during the Work. The **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform the Work.

9. SUSPENSION OF WORK BY THE CITY. The **CITY** Director of Neighborhood Services and Inspections 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 **CITY** Director of Neighborhood Services and Inspections for good cause.

10. 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, 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.

11. 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 respecting the buildings identified in the **CITY** Request for Proposals. 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 **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 Finance, 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 **CITY** Director of Neighborhood Services and Inspections attaches thereto a written report so indicating.

12. CLAIMS AND DEADLINES FOR ADDITIONAL COMPENSATION. Any claim by the **CONTRACTOR** for additional compensation arising out of extenuating circumstances not covered by this Contract shall be submitted, in written form, to the **CITY** Director of Neighborhood Services and Inspections within fourteen (14) calendar days of the event giving rise to or forming the basis for such claim, or be deemed forever waived. When the claim for additional compensation involves work which will be covered and unavailable for inspection within said fourteen (14) day period of time, then the **CONTRACTOR** shall promptly provide the **CITY** Director of Neighborhood Services and Inspections with informal notice and an opportunity for inspection although a formal claim need not be filed earlier than as above provided. The **CONTRACTOR** further has a duty to, from time to time, notify the **CITY** Director of Neighborhood Services and Inspections of any facts or events which may lead to a claim for additional compensation as soon as the **CONTRACTOR** is aware of such facts or events.

13. 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 or 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.

14. SUBCONTRACTORS, MAJOR SUPPLIERS, AND DUMPING OR DISPOSAL SITES. The **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites approved by the **CITY**. Any changes in subcontractors, major suppliers, and dumping or disposal sites must be approved by the **CITY**. 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.

15. 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. The **CONTRACTOR** shall keep the site secure and inaccessible to the public.

16. SALVAGE RIGHTS. The **CONTRACTOR** shall have all salvage rights by virtue of this contract.

17. 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**.

18. CITY COOPERATION. The **CITY** will reasonably cooperate with the **CONTRACTOR** to facilitate the **CONTRACTOR'S** performance of the Work. 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.

19. GOVERNMENTAL PERMITS AND APPROVALS. The **CONTRACTOR** is fully responsible, at the **CONTRACTOR'S** cost and expense, to procure such permits and approvals as may be required from any governmental body, including the **CITY**, as a precondition to the performance of the Work, including, but not limited to, a Raze Permit, permits to temporarily obstruct streets, and a demolition permit from the State of Wisconsin, Department of Natural Resources, where an exemption is not applicable.

20. LAW, 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.

21. CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES. Although the **CONTRACTOR** performs the Work as an independent contractor, the **CITY** Director of Neighborhood Services and Inspections 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 the Work is being performed, shall assign an employee or agent on the work site to be the person to whom the **CITY** Director of Neighborhood

Services and Inspections 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 CITY Director of Neighborhood Services and Inspections, in writing, upon commencement of the Work.

22. WATER USE. The **CONTRACTOR** has the obligation of arranging with the Kenosha Water Utility for the use of water and may not use any Kenosha Water Utility hydrants or other water source without making arrangements in advance. The **CONTRACTOR**, where water is required, will be required to obtain a Hydrant Permit and meter from the Kenosha Water Utility, 4401 Green Bay Road. A deposit and fee will be required to be paid by the **CONTRACTOR**.

23. 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 such 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 public health, safety or welfare.

24. INSPECTION. The **CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that the Work is in conformance with this Contract. However, only the **CITY** Director of Neighborhood Services and Inspections 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 **CITY** Director of Neighborhood Services and Inspections 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 inspectors by the **CITY** shall not relieve the **CONTRACTOR** of its duty to maintain a safe workplace.

25. WORKMANSHIP. Workmanship shall conform to the best standard practice in Southeastern Wisconsin. Equipment and procedures used must be suitable to and compatible with the nature of the Work, work site and prevailing year-round weather conditions which affect the Work and the work site.

26. UTILITIES. The **CONTRACTOR** has the obligation of obtaining utility locations, clearances, hookups or cutoffs directly from the relevant utility at the **CONTRACTOR'S** cost and expense.

27. CLEANUP. The **CONTRACTOR** shall at all times keep the site and off-site 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.

The **CONTRACTOR** shall also 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 **CITY** Director of Neighborhood Services and Inspections may cause any such work to be performed at the **CONTRACTOR'S** cost and expense.

28. FOUNDATIONS AND EXCAVATIONS. The **CONTRACTOR** assumes all

risks and costs and expenses associated with foundations and excavations, including collapse, damage to abutting public or private property and problems associated with subsurface or surface waters, ice or snow.

29. PAYMENT OF EMPLOYEES, MINIMUM WAGE SCALE, 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 Finance. The **CONTRACTOR**, under Section 5.10 of the City of Kenosha Code of General Ordinances, is required to pay their employees in accordance with a minimum wage scale determined by the State Department of Workforce Development whenever demolition costs for a building exceed Ten Thousand (\$10,000.00) Dollars. The **CONTRACTOR** shall keep full and accurate records, clearly indicating the name and trade or occupation of every laborer, worker, or mechanic employed in connection with the Project, and an accurate record of the hours worked by each employee and the actual wages paid therefor. The **CONTRACTOR** shall submit an affidavit with the final request for payment stating they they have complied with all the prevailing wage conditions.

30. LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION. In the event that the **CONTRACTOR** fails to fully and completely perform the Work within the time limit or time extension provided, the **CONTRACTOR** shall pay to the **CITY** for such default the sum of One Hundred (\$100.00) Dollars 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**.

31. 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 relet all or part of the Work or to itself perform such 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 **CITY** Director of Neighborhood Services and Inspections. However, none of the above shall relieve the **CONTRACTOR** of its obligations under this Contract.

32. OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT. The **CONTRACTOR** will promptly, upon receipt of written demand from the **CITY** Director of Neighborhood Services and Inspections, 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 (1%) percent 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.

33. SAFETY PRECAUTIONS. 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 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 **CITY** Director of Neighborhood Services and Inspections

may order the **CONTRACTOR**, by a time or date certain, to take designated safety measures and the failure of the **CONTRACTOR** to promptly obey said order shall result in liquidated damages of Five Hundred (\$500.00) Dollars 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 **CITY** Director of Neighborhood Services and Inspections 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.

34. PAYMENT – ACCEPTANCE OF WORK. Payment shall be made by the **CITY** upon completion of the Work and submission of invoice to the **CITY** Director of Finance, within fifteen (15) days after the **CITY** Director of Neighborhood Services and Inspections executed a document accepting the Work as being performed in accordance with this Contract, subject to the following.

- ◆ Payment will not be made for so long as any order relative to seeking compliance with this Contract made to the **CONTRACTOR** by the **CITY** Director of Neighborhood Services and Inspections is not complied with. Payment will be reduced by the amount of any claim which the **CITY** may have against the **CONTRACTOR** for improper, defective or rejected work or liquidated damages due to delay in the schedule of time for 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.
- ◆ Work shall not be accepted by the **CITY** Director of Neighborhood Services and Inspections 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 Neighborhood Services and Inspections.

35. 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.

36. 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 **CITY** Director of Neighborhood Services and Inspections, and the **CITY** is not liable for any costs 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 Director of Neighborhood Services and Inspections 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. However, 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 **CITY** Director of Neighborhood Services and Inspections or until another contractor takes possession of the work site. The **CONTRACTOR** will be responsible for any cost, loss, expense or damages the **CITY** may incur in enforcing this provision.

37. 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 attorneys 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.

38. 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:

- ◆ Commercial General Liability: General Aggregate – One Million (\$1,000,000) Dollars; each occurrence – One Million (\$1,000,000) Dollars.
- ◆ Automobile Liability:
 - ◆ Bodily injury per person – One Million (\$1,000,000) Dollars;
 - ◆ Bodily injury per accident – One Million (\$1,000,000) Dollars;
 - ◆ Property damage – Two Hundred Thousand (\$200,000.00) Dollars, or a combined single limit of One Million (\$1,000,000) Dollars.
- ◆ Workers' 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 canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the certificate holder.

39. COOPERATION. The CONTRACTOR shall cooperate with representatives of any and all Federal or State agencies having authority over or providing funding for the Work. Further, although the CONTRACTOR has possession of the work site, it shall permit the CITY employees and representatives, and employees and representatives of any Federal or State funding agency to have reasonable access to the work site at all times.

40. 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, it is the intention of the parties that all other provisions of this Contract shall remain in full force and effect.

41. 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.

42. 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 hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that the Common Council must approve any amendment of this Contract.

43. 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 Director of Neighborhood Services and Inspections and to the City Clerk at the Municipal Building, 625 52nd Street, Kenosha, Wisconsin 53140, with a copy to the City Attorney, 625 52nd Street, Kenosha, Wisconsin 53140.

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:

Mr. Robert J. Guelig
GUELIG WASTE REMOVAL AND DEMOLITION, LLC
N4456, HWY 45
Eden, Wisconsin 53019.

Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

44. EXHIBITS. The following Exhibits are attached hereto and are a part hereof:

- a. Proposal;
- b. Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Bid Proposal or Bid;
- c. Full and complete list of subcontractors and major suppliers

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

SIGNATURE PAGE FOLLOWS

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

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

By: _____
KEITH G. BOSMAN, Mayor

Date: _____

By: _____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor

Date: _____

STATE OF WISCONSIN)

:SS.

COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2010, **KEITH G. BOSMAN, Mayor,** and **MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor** of **THE CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

Notary Public, Kenosha County, WI.

My Commission expires/is: _____

THE CITY OF KENOSHA

PROPOSAL NO. 16-10

RAZING 5024 47th Avenue,

KENOSHA, WISCONSIN 53144

Finance:

A representative of this organization has inspected the building described below at the specified location, and hereby submits the following Proposal to Raze said building and restore the site in accordance with the City of Kenosha Specifications and Special Conditions at the following prices, to be firm for sixty (60) days from the date of Proposal, subject to the Proposal being accepted within that time and a Contract entered into for that price.

\$ 11,820.00
Kenosha, Wisconsin 53144

RAZING AND LOT RESTORATION (With Structure, Outbuilding, Foundation, Indoor Swimming Pool, Concrete, Driveway Approach, Curb and Gutter, Trees, Shrubs, Junk and Debris Removed Per Attached Specifications.)

\$ 11,820.00
Numerals

eleven thousand eight hundred
Written twenty dollars &
zero cents.

The effective date of the Contract shall be the date of return of the executed Contract with notice to proceed. The Contractor shall furnish sufficient labor, material, equipment and supervision to complete the Work according to the approved time schedule.

Respectfully submitted,

Cash Discount Terms:

N/A Days

Net _____ Days

Date: _____

Firm: Guelig Waste Removal & Demolition, LLC

Signature: Robert J. Guelig

Type/Print Name: Robert J. Guelig

Address: N4456 St Rd 45

EDEN, WI 53019

Phone: 920-948-1304 Fax: 920-477-3050

E-Mail Address: queliq.waste@yahoo.com
[Optional]

<p>Optional For Information Purposes Only:</p> <p>Are you a minority owned Business?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
--

AFFIDAVIT OF ORGANIZATION AND AUTHORITY
AND CAREFUL INSPECTION OF SITE
AND PREPARATION OF PROPOSAL OR BID

STATE OF WISCONSIN)
COUNTY OF Fond du Lac :SS.

Robert J Guelig, being first duly sworn, on oath, deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below, and that all statements herein are made on behalf of such Bidder, and this deponent is authorized to make them.

[Fill Out Applicable Paragraph]

~~CORPORATION. The Bidder is a corporation incorporated and existing under the laws of the State of Wisconsin, and its President is Robert J Guelig, Secretary is _____, and it does have a corporate seal. single member owner~~

~~The President is authorized to sign construction contracts and bids for the Company by action of its Board of Directors taken on _____, a certified copy of which is attached hereto. [Strike out this last sentence, if applicable.]~~

LIMITED LIABILITY COMPANY. The Bidder is a limited liability company organized and existing under the laws of the State of WISCONSIN. Pursuant to its articles of organization, the Bidder may be bound by action of its managing member/members ~~[strike one]~~.

~~PARTNERSHIP. The Bidder is a partnership consisting of _____, General Partners, doing business under the name of _____.~~

~~SOLE PROPRIETOR. The Bidder is an individual; and, if operating under a trade name, such trade name is as follows: _____.~~

ADDRESS. The business address of the Bidder is as follows:

N4450 St Rd 45
Eden WI 53019

Telephone Number: 920-948-1304

STATUTORY SWORN STATEMENT.

Robert J Guelig, also deposes and states that he/she has examined the Instructions to Bidders, has investigated site conditions; or, in the alternative, has waived such inspection at Bidder's peril, and has carefully prepared the Bid Proposal from the plans and specifications, and checked the same in detail before submitting this proposal or Bid. The undersigned also deposes and states that the statements contained in this Affidavit are true and correct.

[Corporate Seal] L.S.

Signed: Robert J Guelig
Typed Name: Robert J Guelig
Title: Single member Owner
Date: 7-5-2010

STATE OF WISCONSIN)
COUNTY OF Fond du Lac :SS.

Subscribed and sworn to before me
this 5th day of July, 2010

Beatrice G. Smith

Notary Public Fond du Lac County, Wisconsin
My Commission expires/is August 26, 2010

Note: This list must be approved by the City and cannot be altered after submission without the written consent of the City. Major suppliers are suppliers furnishing over Five Thousand (\$5,000.00) Dollars in materials.

MEMORANDUM

TO: Mr. Jeffrey Labahn, AICP
Director of City Development

Frank Pacetti
City Administrator

FROM: Richard H. Rodenbeck, Director of Business Finance
Kenosha Area Business Alliance, Inc.

WR 7/15/10

DATE: July 15, 2010

SUBJECT: 2010 2nd Quarter Loan Reports

In accordance with the terms in KABA's current City/Federal assisted project contracts, we are pleased to provide you with the quarterly reports for the period ending June 30, 2010. The enclosed reports are for the following projects:

1. City RLF Loan Fund
2. UDAG Loan Fund

These reports have also been submitted to the City Finance Committee and all City Council Members. It is our understanding the reports will be reviewed and considered at the Finance Committee's Meeting on Monday, August 2, 2010 at 5:30pm.

Should you have any questions regarding the attached or desire additional information, please call me at your convenience.

Enclosures

cc: City Finance Director
Council Members

**Kenosha Area Business Alliance, Inc. and Its Subsidiary
 Summary of Scheduled Maturity Dates
 For the Period Ending June 30, 2010**

<u>CITY Revolving Loan Fund</u>	Principal Balance	Scheduled Maturity Date
M&P Properties, LLC	\$ 224,213.79	02/01/20
MCR Properties, LLC	\$ 362,069.56	07/01/20
R&R Properties of WI, LLC	\$ 237,760.37	09/01/19
Bradshaw Medical, Inc.	\$ 228,380.37	01/01/17
Madson Investments, LLC	\$ 467,636.82	10/01/28
Bradshaw Medical, Inc.	\$ 173,713.55	10/01/18
Centralestate, Inc.	\$ 323,366.19	05/01/25
Total	\$ 2,017,140.65	

<u>UDAG Revolving Loan Fund</u>	Principal Balance	Scheduled Maturity Date
MCR Properties, LLC	\$ 609,973.93	09/01/19
R&R Properties of WI, LLC	\$ 273,662.16	09/01/14
Monarch Plastics, Inc.	\$ 680,901.12	08/01/22
Garetto Real Estate, LLC	\$ 463,382.73	01/01/28
R&R Properties of WI, LLC	\$ 211,868.49	12/01/23
Total	\$ 2,239,788.43	

**KENOSHA AREA BUSINESS ALLIANCE
City Revolving Loan Fund
Quarterly Status Report**

Period April 1, 2010 through June 30, 2010

Bank Account Balance as of 4/1/10:	\$ 252,953.26
Plus Loan Principal & Interest Received:	\$ 60,897.59
Plus Bank Interest Income:	\$ 37.31
Plus CD Proceeds (Incl. Interest):	\$ -
Plus Loan & Service Income:	\$ -
Less Loan Disbursements:	\$ 37,795.71
Less CD Purchases:	\$ -
Less Bank/Loan/Service/Legal Expenses:	\$ -
Less Administrative Allocation for 2010:	\$ -
Balance In Bank Account as of 6/30/10:	<u>\$ 276,092.45</u>
Balance of CDs as of 6/30/10:	<u>\$ -</u>
Less Outstanding Commitments as of 6/30/10:	<u>\$ -</u>
Balance Available for Loans as of 6/30/10:	<u><u>\$ 276,092.45</u></u>

Narrative: There were no loans in arrears as of June 30, 2010. See attached summary for all active loans in this account as of June 30, 2010.

KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY
LOAN FUNDS ANALYSIS SCHEDULE
For the Six Months Ended June 30, 2010

	Original Principal Balance	Principal Balance at 1/1/2010	Current Year Borrowings	Interest Receipts YTD 6/30/2010	Principal Receipts YTD 6/30/2010	Principal Balance 6/30/2010
City Revolving Loan Fund (City/RLF)						
M & P Properties, LLC	378,000.00	233,915.81		4,882.18	9,702.02	224,213.79
MCR Properties, LLC	500,000.00	377,122.83		6,026.65	15,053.27	362,069.56
R & R Properties of WI, LLC	500,000.00	263,636.77		4,109.44	25,876.40	237,760.37
Bradshaw Medical, Inc.	300,000.00	241,261.76		6,782.83	12,881.39	228,380.37
Bradshaw Medical, Inc.	202,715.76	182,411.01		3,576.02	8,697.46	173,713.55
Madson Investments, LLC	500,000.00	477,135.40		7,097.84	9,498.58	467,636.82
Centrealstate, Inc.	325,000.00	234,937.72	90,062.28	3,732.40	1,633.81	323,366.19
Total	2,705,715.76	2,010,421.30	90,062.28	36,207.36	83,342.93	2,017,140.65

This information should be read only in connection with the accompanying accountant's report.

**KENOSHA AREA BUSINESS ALLIANCE
Urban Development Action Grant Loan Fund
Quarterly Status Report**

Period April 1, 2010 through June 30, 2010

Bank Account Balance as of 4/1/10:	\$ 333,492.38
Plus Loan Principal & Interest Received:	\$ 78,623.20
Plus Bank Interest Income:	\$ 68.65
Plus CD Proceeds (Incl. Interest):	\$ -
Plus Loan & Service Income:	\$ 250.00
Less Loan Disbursements:	\$ -
Less CD Purchases:	\$ -
Less Bank/Loan/Service/Legal Expenses:	\$ -
Less Administrative Allocation for 2010:	\$ -
Balance In Bank Account as of 6/30/10:	<u>\$ 412,434.23</u>
Balance of CDs as of 6/30/10:	<u>\$ -</u>
Less Outstanding Commitments as of 6/30/10:	<u>\$ -</u>
Balance Available for Loans as of 6/30/10:	<u><u>\$ 412,434.23</u></u>

Narrative: There were no loans in arrears as of June 30, 2010. See attached summary for all active loans in this account as of June 30, 2010.

KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY
LOAN FUNDS ANALYSIS SCHEDULE
 For the Six Months Ended June 30, 2010

	Original Principal Balance	Principal Balance at 1/1/2010	Current Year Borrowings	Interest Receipts YTD 6/30/2010	Principal Receipts YTD 6/30/2010	Principal Balance 6/30/2010
Urban Development Action Grant Revolving Loan Fund (UDAG)						
MCR Properties, LLC	900,000.00	634,938.36		17,176.27	24,964.43	609,973.93
R & R Properties of WI, LLC	575,500.00	303,445.94		4,729.96	29,783.78	273,662.16
Monarch Plastics, Inc.	800,000.00	702,418.41		13,869.75	21,517.29	680,901.12
Garetto Real Estate, LLC	500,000.00	468,748.03		11,640.58	5,365.30	463,382.73
R & R Properties of WI, LLC	225,000.00	216,121.56		3,215.31	4,253.07	211,868.49
Total	3,000,500.00	2,325,672.30	0.00	50,631.87	85,883.87	2,239,788.43

This information should be read only in connection with the accompanying accountant's report.

1902 62nd St Bobby & Anna Sexton

From : Scott Buck <SBuck@co.kenosha.wi.us>

Wed, May 19, 2010 10:39 AM

Subject : 1902 62nd St Bobby & Anna Sexton

 17 attachments

To : dsalas@kenosha.org

Cc : Randy Wergin <RWergin@co.kenosha.wi.us>

An anonymous complaint was called in about trash on the parkway on 01/21/2010. I inspected the property on 01/21/2010 at 10:01am and found a decent amount of trash at the curb. January 21st was a Thursday and the garbage collection for that area was Wednesday the 20th. Upon further inspection of the property, I discovered a large amount of open garbage piled next to the garage with organic waste in it and squirrels going through it. I posted a 24hr notice on the property and documented the scene with photographs.

On 01/22/2010, I returned to the property at 9:10 am and found that nothing had changed from the previous day. At 11:22 am, I had Jerry Malsack, one of our contractors, come and remove all of the garbage from the property.

Between the garbage on the parkway and the open bags of organic waste beside the garage, I deemed the situation to be an emergency health hazard that needed to be rectified within 24 hours.

I had been checking other complaints in the area earlier in the week and had seen the trash on the parkway before the complaint came in on the property.

I have attached the pictures that I took of the property for the 24hr notice and of the cleanup.

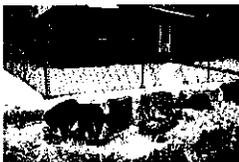
Thanks, Scott



1902 62st 01-22-10.jpg
595 KB



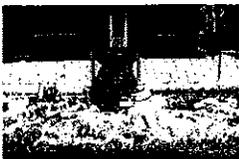
1902 62st 01-21-10 1.jpg
635 KB



1902 62st 01-21-10 2.jpg
615 KB



1902 62st 01-21-10 3.jpg
605 KB



1902 62st 01-21-10 4.jpg
597 KB



1902 62st 01-21-10 5.jpg
592 KB



1902 62st 01-22-10 1a.jpg
621 KB



1902 62st 01-22-10 1b.jpg
631 KB



1902 62st 01-22-10 2a.jpg
703 KB



1902 62st 01-22-10 2b.jpg
585 KB



1902 62st 01-22-10 3a.jpg
598 KB



1902 62st 01-22-10 3b.jpg
624 KB



1902 62st 01-22-10 4a.jpg
554 KB



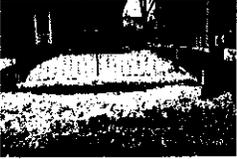
1902 62st 01-22-10 4b.jpg
658 KB



1902 62st 01-22-10 5b.jpg
526 KB



1902 62st 01-22-10 6b.jpg
641 KB



1902 62st 01-22-10 5a.jpg
562 KB



















Michael K. Higgins
City Clerk - Treasurer

Debra L. Salas
Deputy City Clerk-Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

July 22, 2010

CERTIFIED DELIVERY

Bobby & Anna Sexton
7942-38th Avenue
Kenosha, WI 53142

Re: Trash & Debris Removal Special Assessment 1902-62nd Street, Parcel 05-123-06-232-014
Request to Rescind \$260.00

Dear Mr. and Mrs. Sexton:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, August 2, 2010 at 5:30 pm in Room 204 of the Kenosha Municipal Building, 625-52nd Street.

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 pm, following the Finance Committee meeting, in Room 200 of the Kenosha Municipal Building.

Should you have any questions please do not hesitate to contact me at 262-653-4020 or dsalas@kenosha.org

Sincerely,

CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Debra L. Salas', is written over the typed name.

Debra L. Salas
Deputy City Clerk/Treasurer

C: Jonathan Mulligan, Assistant City Attorney
Scott Buck, Sanitarian
Katherine Marks-Alderman 8th District

625 - 52nd Street • Kenosha, Wisconsin 53140-3480
262.653.4020 • Fax 262.653.4023 • email: cityclerk@kenosha.org • www.kenosha.org

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bobby & Anna Sexton
 7942-38 Ave
 Kenosha, WI 53142

A. Signature **X** *[Signature]* Agent Addressed

B. Received by (Printed Name) *[Signature]* C. Date of Delivery **JUL 27 2010**

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

**CITY OF KENOSHA
 CITY CLERK-TREASURER**

3. Service Type
- Certified Mail Express Mail
 - Registered Return Receipt for Merchandise
 - Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

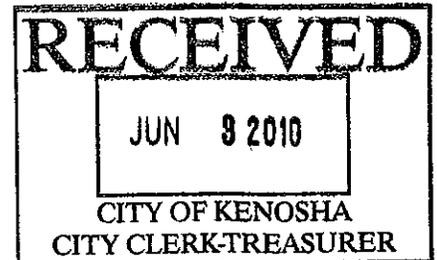
7009 0080 0002 2323 6527

6-2-10

WE ARE REQUESTING A HEARING
BEFORE THE CITY OF KENOSHA FINANCE
COMMITTEE, ABOUT THE TRASH AND
DEBRIS REMOVAL, AND ABOUT THE
ASSESSMENT LEVIED AGAINST US,
FOR PARCEL 05-123-06-232-014
THE ADDRESS IS 1902-62ST.

Sincerely,
Bobby & Anna Sexton

Bobby & ANNA SEXTON
7942-38 AVE
KENOSHA, WI 53142



SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bobby: Anna Sexton
7942 38th Avenue
Kenosha, WI 53142

A. Signature Agent
 Addressee
Bobby O. Sexton

B. Received by (Printed Name) _____

C. Date of Delivery _____

D. Is delivery address different from item 1? Yes
 If "ES" enter delivery address below: No

MAY 29

3. Service Type: Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery (Extra Fee) Yes

2. Article Number (Transfer from service label)

7002 0460 0000 7149 5410

Michael K. Higgins
City Clerk - Treasurer

Debra L. Salas
Deputy City Clerk-Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

May 26, 2010

CERTIFIED MAIL

Bobby & Anna Sexton
7942-38th Avenue
Kenosha, Wisconsin 53142

Re: Parcel 05-123-06-232-014, 1902-62nd Street, Trash & Debris Removal Special Assessment

Dear Mr. & Mrs. Sexton:

We are in receipt of a claim you recently filed with the City of Kenosha regarding a bill in the amount of \$260.00 which represents a trash and debris removal special assessment levied against parcel 05-123-06-232-014. The property address is 1902-62nd Street.

The circumstances of your claim have been reviewed. The City denies your claim for reimbursement as it appears that this special assessment was properly levied to this parcel. The following actions occurred:

January 21, 2010	Anonymous complaint received
January 21, 2010	24 Hour Order Posted (According to Charter Ordinance No. 26)
January 22, 2010	Garbage and open bags of organic waste removed by J. Malsack/Crown Services, LLC

You have the right to request a hearing before the City of Kenosha Finance Committee. To request a hearing, you must make written request to the City Clerk within ten (10) days of service of this letter.

Please be advised that pursuant to Section 893.80 (1g), Wisconsin Statutes, no action on your claim may be brought against the City of Kenosha, or any subdivision or agency of the City, or any officer, official, agent or employee of the City of Kenosha after 6 months from the date of service of this Notice of denial. If you have any questions, please contact me at 262-653-4026.

Sincerely,

CITY OF KENOSHA

Debra L. Salas
Deputy City Clerk/Treasurer

ds

C: City Attorney
Scott Buck, Sanitarian
Katherine Marks-Alderman 8th District

625 - 52nd Street • Kenosha, Wisconsin 53140-3480
262.653.4020 • Fax 262.653.4023 • email: cityclerk@kenosha.org • www.kenosha.org

SADL3PAY

26 MAY 10 10:04 CDEBS

SPECIAL ASSESSMENTS

NAME: BOBBY & ANNA SEXTON
ADDRESS: 1902 062 ST
PROJECT NO. 10-122 TYPE 11
BREAK 0 ORDER # 000 STREET

OLD PARCEL
00-000-00-000-000-0
S.A. TYPE: TRASH & DEBRIS
PARCEL NO. 05-123-06-232-014-0

RESOLUTION NUMBER	FILE TYPE	ORIGINAL YEARS	REMAINING YEARS	ANNUAL INTEREST RATE	EFFECTIVE BILLING DATE
056-10	A	01	01	07.5	05/01/10

MONTHLY INT CHARGED	ORIGINAL ASMT DUE	JAN 1 BALANCE DUE	ACCRUED INTEREST	TO BE APPLIED TO TAX ROLL
1.63	\$260.00	\$0.00	\$0.00	\$260.00

CURRENT BALANCE DUE	\$260.00	CURRENT INTEREST	\$0.00
---------------------	----------	------------------	--------

DATE PAID	PRINCIPAL PAID	INTEREST PAID	JE	RECEIPT NO
00/00/00	0.00	0.00		00000

MSG-WAIT/MENU

XMIT/NEXT RECORD

F3/GEN INFO

F4/PAY INFO

F5/PAY HIST

F6/LEGAL

()

City of Kenosha
Special Assessment Claim
City Clerk-Treasurer
 625 - 52nd Street
 Kenosha, Wisconsin 53140
 262-653-4020
cityclerk@kenosha.org



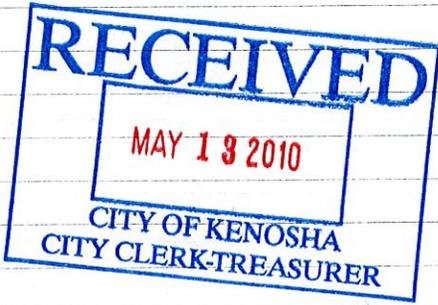
Date 5-12-10
 Claimant's Name Bobby & ANNA SEXTON
 Claimant's Phone Number 1-262-694-6392
 Claimant's Address (Addr/City/State/Zip) 7942-38 AVE KENOSHA, WI 53142
 Property Address 1902-62ND ST KENOSHA, WI
 Property Parcel Number 05-123-06-232-014

Type of Special Assessment (check appropriate box)

<input checked="" type="checkbox"/>	Trash and Debris Removal
<input type="checkbox"/>	Reinspection Fee(s)
<input type="checkbox"/>	Sidewalk
<input type="checkbox"/>	Snow Removal
<input type="checkbox"/>	Other _____

Date(s) of special assessment(s)	<u>JAN 22-23-2010</u>
How were you made aware of these charges?	<u>WHEN WE RECEIVED THE BILL FOR \$260.00</u>
Have you contacted any City Department?, if so, who did you speak with?	<u>I TALKED TO SCOTT, MY WIFE ANNA</u> <u>TALKED TO RANDY WHEN HE RETURNED FROM VAC.</u>

Provide an explanation as to why the special assessment should be reviewed: WE THINK IT WAS VERY UNFAIR THE WAY IT WAS HANDLED, NOBODY EVER NOTIFIED US, BY MAIL OR BY PHONE, THE FIRST TIME WE FOUND OUT ABOUT IT WAS WHEN WE GOT THE BILL MAY 1ST 2010.



Claimant's Signature Bobby Sexton, Anna Sexton



COUNTY OF KENOSHA

Department of Human Services
John Jansen, Director

Frank G. Matteo, Director
Division of Health
8600 Sheridan Rd., Suite 600
Kenosha, WI 53143
Phone: (262) 605-6700
Fax: (262) 605-6715

July 29, 2010

City Clerks Office
625 52nd Street
Kenosha, WI 53140

RE: 1405-44th Street Trash & Debris Special Assessment

I received a complaint for trash and debris on April 6, 2010 for the above property. I inspected the property and talked to the neighbor who stated the tenants had to move because the house was being sold.

I took pictures of the trash and posted a 24 hour order on the front door. Once at the office I tried to call the owner of record (Jack Weidner), but his phone was disconnected.

On April 7, 2010 I re-inspected the property and found no work had been done. I contacted a contractor to remove the items from the parkway, but due to weather the items were not removed until April 8, 2010.

A few weeks ago Mr. Herbert Reuteler contacted me about the special assessment and stated he purchased the property at the end of March and then went on vacation until April 11, 2010. I told him I could do anything about the assessment, he would have to contact the City of Kenosha.

Sincerely,

Mark L. Melotik REHS/RS
Public Health Sanitarian
Kenosha County Division of Health

J. Malsack/Crown Services, LLC

Weed Cutting • Lawn Mowing • Snow Plowing

415 - 43rd Street • Kenosha, WI 53140 • Ph. (262) 658-3387

Invoice

DATE	INVOICE #
4/8/10	4792

BILL TO
KENOSHA COUNTY HEALTH DEPT. 8600 SHERIDAN RD. SUITE 600 KENOSHA, WI 53143

DUE DATE	P.O. NUMBER
5/8/10	MARK

DESCRIPTION	AMOUNT
1405 44TH ST REMOVED TV, FURNITURE, BAGS OF GARBAGE, BOX OF GARBAGE, HUSEHOLD ITEMS, WOOD, FURNITURE, LITTER AND MISC DEBRIS CLEANED 4/8/2010 <i>OK RUE 4-9-10</i>	275.00

5%10 NET 30	Subtotal	275.00
	5.5% Tax	
	Total	275.00



COUNTY OF KENOSHA

Department of Human Services
John Jansen, Director

Frank G. Matteo, Director
Division of Health
8600 Sheridan Rd., Suite 600
Kenosha, WI 53143
Phone: (262) 605-6700
Fax: (262) 605-6715

TRASH & DEBRIS SPECIAL ASSESSMENT

DATE: 04/09/2010

PARCEL # 11-223-30-380-005

ADDRESS: 1405-44th Street

CLEANUP DATE: 04/08/2010

CONTRACTOR: Jerry Malsack

MAIL COST \$ 0

PUBLICATION COST \$ 0

CLEANUP COST \$ \$275.00

ADMINISTRATION COST \$ 75.00

OTHER COST \$ 0.00

TOTAL \$ \$350.00

NOTES/COMMENTS:

PUBAC SCRND2 Version 3.2 KENOSHA COUNTY 4/09/10 06:49:53
Municipality: 241 City of Kenosha Property Ownership

Parcel Number: 11-223-30-360-005

Legal Name/Ownership

JACK WEIDNER

Property Address

1405 44TH ST

Mail-To Address

JACK WEIDNER

723 50TH ST, UPPER

KENOSHA, WI 53140

Assessment as of : 1/01/2009 +
Assessed Land : 34,000
Assessed Improved: 103,900
Assessment Total : 137,900

Current as of : Last Posting
Heated Square Foot: 1,278
Garage Square Foot: 360
Actual Frontage : 70.00
Effective Frontage: 70.00
Effective Depth : 152.00
Total Acres : .24

Document #: 1513874

Abbrev Metes/Bounds Legal Desc

PT OF SW 1/4 SEC 30 T 2 R 23

COM 10 RDS N OF S LINE OF 1/4

SEC & 389 FT W OF C & N W R R

TH W 70FT N TO 44TH ST E 70 FT

S TO POB

See recorded doc for complete legal

F1=Msg F2=Featd Legal F3=Exit F4=Addl Metes F5=Addl Owner F6=Addl Assnt

F7=Prior Street F8=Next Street F10=Prop Tax F11=Sales F12=Gen Bldg F14=Land

F17=Prop Hist F16=Pol Distr

F15=Print Property

Date 4/6/10 Compl. Name ANONYMOUS Compl. Addr. _____

Compl. Phone _____ N/P

Kenosha County Division of Health
Environmental Health Section - Complaint & Inspection Report

Addr. Of Complaint 1405 44th St. Rec. No. _____

Contact person and/or where to gain entrance _____

Complaint obtained with promise of confidentiality: Y N Par. # _____

OCCUPANT:		OWNER:	
Name _____	Unit _____	Name _____	Addr. _____
Tel. # _____		Tel. # _____	
Compl. Code _____	Dist _____	San _____	Viol. Code _____
Date _____	Res. Code _____	Date _____	

REMARKS: Call to make appt. _____ Pre-scheduled appt. time _____
(Compl. taken by MR) Hours when home _____

JUNK @ CURB.

→ Tenn-ts moved out, left items on curb.
owner may have sold house.
→

Called owner number disconnected
- order posted on door.

→ Not cleaned at 4/7/10 11:15 am.
Pictures taken just after 4:00 pm
Jerry's Price ~~2750.00~~ (2750.00)
Completed 1:45 pm mjm

DATE OF INSP 4/6/10

SANITARIAN Mark Melitic



COUNTY OF KENOSHA

John Jansen, Acting Director
Department of Human Services

Frank G. Matteo, Director
Division of Health
8600 Sheridan Rd., Suite 600
Kenosha, WI 53143
Phone: (262) 605-6700
Fax: (262) 605-6715

24 HOUR ORDER

CHARTER ORDINANCE NO. 26 BLIGHTED CITY LOTS

The Charter Ordinance empowers the City of Kenosha to abate certain public nuisances which arise when landowners permit their lots, whether developed or not, to deteriorate and otherwise exhibit signs of blight and to charge the cost of said nuisance to the landowner as a special assessment.

We attempted to contact you but were unable to do so. Please be advised that this property is in violation of Charter Ordinance No. 26.

You must:

- Clean parkway of all garbage, junk and debris.
- Clean yard/alley of all loose garbage and debris.

Property 1405-44th St. Kenosha.

This violation must be corrected within 24 hours.

You must clean up the above listed violation by 4-7-10 3:00pm.

Failure to do so will result in the nuisance being abated by a contractor. All costs associated with the abatement will be assessed as a special assessment to the property.

MARK Melotik.

Kenosha County Division of Health
8600 Sheridan Rd., Suite 600
Kenosha, WI 53143
(262) 605-6700

PUBAC SCRNO2 Version 3.2 KENOSHA COUNTY
Municipality: 241 City of Kenosha
Parcel Number: 11-223-30-380-005

4/06/10 13:47:55
Property Ownership

Legal Name/Ownership

JACK WEIDNER

Property Address

1405 44TH ST

*652-7295
disconnected*

Mail-To Address

JACK WEIDNER

723 50TH ST, UPPER

KENOSHA, WI 53140

Assessment as of : 1/01/2009 +
Assessed Land : 34,000
Assessed Improved: 103,900
Assessment Total : 137,900

Current as of : Last Posting
Heated Square Foot: 1,278
Garage Square Foot: 360
Actual Frontage : 70.00
Effective Frontage: 70.00
Effective Depth : 152.00
Total Acres : .24

Document # 1513874

Abbrev Metes/Bounds Legal Desc +

PT OF SW 1/4 SEC 30 T 2 R 23

COM 10 RDS N OF S LINE OF 1/4

SEC & 389 FT W OF C & N W R R

TH W 70FT N TO 44TH ST E 70 FT

S TO POB

See recorded doc for complete legal

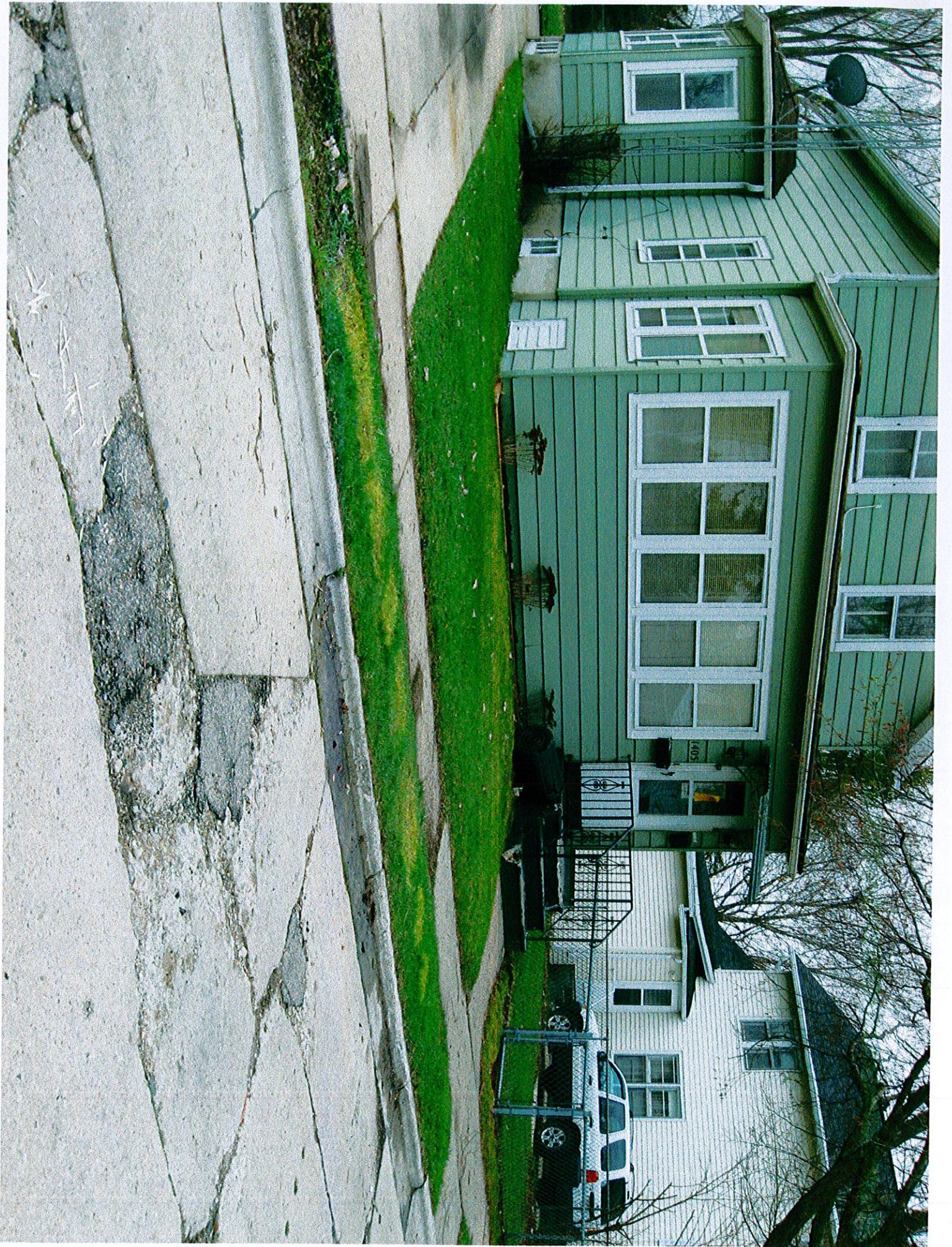
F1=Msg F2=Fmtd Legal F3=Exit F4=Addl Metes F5=Addl Owner F6=Addl Assmt

F7=Prior Street F8=Next Street F10=Prop Tax F11=Sales F12=Gen Bldg F14=Land

F17=Prop Hist F18=Pol Distr

F15=Print Property





Zimbra

dsalas@kenosha.org

± Font size -

Herbert Reuteler Assessment Review

From : Mark Melotik <MMelotik@co.kenosha.wi.us>

Mon, Jul 12, 2010 10:04 AM

Subject : Herbert Reuteler Assessment Review**To :** cdebs@kenosha.org

City Clerk,

I receive a complaint for trash at 1405-44th Street Kenosha on April 6,2010. The parkway was piled high with items left by the last tenant. I tried to contact the owner of record Jack Weidner, but his phone was disconnected. I posted the orders on the house which was vacant. The neighbor stated the house was sold and the tenants only had a short time to move, that is why they left as much junk on the parkway as they did. I could not find the new owners name. Two months later I get a call from Herbert Reuteler about the special assessment. He stated he bought the house on March 30th and the left for vacation until April 11,2010. I told him I tried to contact the old owner but was unsuccessful, so the property was cleaned on April 8, 2010. Mr Reuteler may be a new owner, but he is still responsible for his property. If you have any further questions please feel free to contact me.

Mark Melotik
Public Health Sanitarian
Division of Public Health
(262) 605-6745
Fax: (262) 605-6715

NOTICE: This E-mail and attachments may contain confidential information. Use and Further disclosure of the information by the recipient must be consistent with applicable laws, regulations and agreements. If you receive this E-mail in error, please notify the sender; delete the E-mail; and do not use, disclose or store the information it contains.

cell -
262-406-1224

SADL3TD

19 JUL 10 12:09 CDEBS

SPECIAL ASSESSMENTS
TRASH & DEBRIS

NAME: HERBERT REUTELER
ADDRESS: 01405 044 ST
PROJECT NO. 10-409 TYPE CODE 11 S.A. TYPE:
BREAK 0 ORDER # 000 STREET PARCEL NO. 11-223-30-380-005-0 000

FILE TYPE	TAX YEAR	# OF YRS	REMAIN YEARS	ANNUAL INTEREST	TYPE	RESOLUTION NUMBER	DATE	EFFECTIVE BILL DATE
A	2010	01	01	07.5	F	079-10	06/07/10	07/01/10

MAIL COST	PUBLICATION COST	CLEANUP COST	ADMINISTRATIVE COST	OTHER COST	TOTAL ASSESSMENT
.00	.00	275.00	75.00	.00	350.00

COST ANALYSIS/COMMENTS

MSG-WAIT/CONTINUE XMIT/NEXT SCREEN F4/PAY INFO F5/PAY HIST F6/LEGAL []



[Track & Confirm](#)

[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: **7009 0080 0002 2323 6534**

Service(s): **Certified Mail™**

Status: **Notice Left**

We attempted to deliver your item at 9:27 AM on July 24, 2010 in PLEASANT PRAIRIE, WI 53158 and a notice was left. You may pick up the item at the Post Office indicated on the notice, go to www.usps.com/redelivery, or call 800-ASK-USPS to arrange for redelivery. If this item is unclaimed after 30 days then it will be returned to the sender. Information, if available, is updated periodically throughout the day. Please check again later.

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

[Site Map](#)

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[Business Customer Gateway](#)

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No FEAR Act EEO Data

FOIA



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7009 0080 0002 2323 6534

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OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Reuteler

Sent To

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

Michael K. Higgins
City Clerk - Treasurer

Debra L. Salas
Deputy City Clerk-Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

July 23, 2010

CERTIFIED DELIVERY

Herbert Reuteler
2222 Springbrook Road
Pleasant Prairie, WI 53158

Re: Trash & Debris Removal Special Assessment 1405-44th Street, Parcel 11-223-30-380-005
Request to Rescind \$350.00

Dear Mr. Reuteler:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, August 2, 2010 at 5:30 pm in Room 204 of the Kenosha Municipal Building, 625-52nd Street.

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 pm, following the Finance Committee meeting, in Room 200 of the Kenosha Municipal Building.

Should you have any questions please do not hesitate to contact me at 262-653-4020 or dsalas@kenosha.org

Sincerely,

CITY OF KENOSHA

A handwritten signature in black ink, appearing to read "Debra Salas".

Debra L. Salas
Deputy City Clerk/Treasurer

C: Jonathan Mulligan, Assistant City Attorney
Mark Melotik, Sanitarian
Tod Ohnstad, Alderman - 6th District

Herbert Reuteler
1405 44 Street
Kenosha, WI. 53144
262-694-9047 cell phone- 262-496-1224

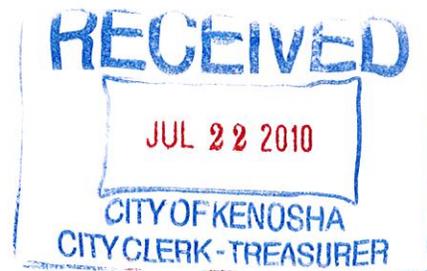
Parcel Number 11-223-30-380-005

I am requesting a hearing before the City of Kenosha Finance Committee concerning a special assessment for trash and debris removal.

An appeal was submitted on June 25, 2010 and was denied July 19, 2010.

The garbage left on the street belonged to the previous owner's tenants. The tenant had indicated that a special pick up had been scheduled. I became owner on March 31, 2010 and I received no notification that trash/debris was still on the street. I do not feel responsible for this assessment.

I do not know why regular garbage pick up did not handle this matter.



Michael K. Higgins
City Clerk - Treasurer

Debra L. Salas
Deputy City Clerk-Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

July 19, 2010

HAND DELIVERED ON JULY 19, 2010 TO MR. REUTELER

Herbert Reuteler
2222 Springbrook Road
Pleasant Prairie, WI 53158

Re: Parcel 11-223-30-380-005, 1405-44th Street, Trash & Debris Removal Special Assessment

Dear Mr. Reuteler:

We are in receipt of a claim you recently filed with the City of Kenosha regarding a bill in the amount of \$350.00 which represents a trash and debris removal special assessment levied against parcel 11-223-30-380-005. The property address is 1405-44th Street.

The circumstances of your claim have been reviewed. The City denies your claim for reimbursement as it appears that this special assessment was properly levied to this parcel. The following actions occurred:

April 6, 2010	Anonymous complaint received, 24 Hour Order Posted (According to Charter Ordinance No. 26)
April 8, 2010	Items and debris left by tenant removed by contractor

You have the right to request a hearing before the City of Kenosha Finance Committee. To request a hearing, you must make written request to the City Clerk within ten (10) days of service of this letter.

Please be advised that pursuant to Section 893.80 (1g), Wisconsin Statutes, no action on your claim may be brought against the City of Kenosha, or any subdivision or agency of the City, or any officer, official, agent or employee of the City of Kenosha after 6 months from the date of service of this Notice of denial. If you have any questions, please contact me at 262-653-4026.

Sincerely,

CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Debra L. Salas', is written over the typed name.

Debra L. Salas
Deputy City Clerk/Treasurer

ds
C: City Attorney
Mark Melotik, Sanitarian
Tod Ohnstad-Alderman 6th District

City of Kenosha
Special Assessment Claim
City Clerk-Treasurer
 625 - 52nd Street
 Kenosha, Wisconsin 53140
 262-653-4020
cityclerk@kenosha.org



Date 6-25-10
 Claimant's Name Herbert Reuteler
 Claimant's Phone Number 262-694-9047
 Claimant's Address (Addr/City/State/Zip) 2222 Springbrook Rd. Pleasant Prairie, WI 53158
 Property Address 1405 44 Street Kenosha
 Property Parcel Number 11-223-30-380-005

Type of Special Assessment (check appropriate box)

<input checked="" type="checkbox"/>	Trash and Debris Removal
<input type="checkbox"/>	Reinspection Fee(s)
<input type="checkbox"/>	Sidewalk
<input type="checkbox"/>	Snow Removal
<input type="checkbox"/>	Other _____

Date(s) of special assessment(s)	<u>Un Known</u>
How were you made aware of these charges?	<u>Assessment Bill received in mail on 6-23-10</u>
Have you contacted any City Department?, if so, who did you speak with?	<u>Sue, Karen + Kathy at clerk's office</u> <u>Mark + Scott at County division of Health</u>

Provide an explanation as to why the special assessment should be reviewed:

None of this garbage belonged to me. It must have belonged to the old owner or his tenants. I closed on this house on 3-31, and then was out of town until April 11. I saw no garbage at the house on that date



Claimant's Signature Herbert J Reuteler

OFFICE OF THE CITY ATTORNEY
MUNICIPAL BUILDING
625 - 52ND STREET, Room 201
Kenosha, Wisconsin 53140
PHONE (262) 653-4170
FAX (262) 653-4176



EDWARD R. ANTARAMIAN
CITY ATTORNEY

MATTHEW A. KNIGHT
DEPUTY CITY ATTORNEY

WILLIAM K. RICHARDSON
ASSISTANT CITY ATTORNEY

JONATHAN A. MULLIGAN
ASSISTANT CITY ATTORNEY

July 27, 2010

TO: Debbie Salas,
Deputy City Clerk/Treasurer

FROM: Edward R. Antaramian,
City Attorney

RE: **Resolution To Levy A Special Tax Per Authority of Charter Ordinance No. 26, As Amended, Upon Certain Parcels of Land Within The City of Kenosha, Wisconsin**

Kindly place the above Resolution on the next Common Council Agenda for referral to the Committee on Finance. Thank you.

EDWARD R. ANTARAMIAN,
City Attorney

ERA:kav

Attachment

cc: Mr. Randall E. Wergin,
Director of Environmental Health,
Kenosha County Health Department

RESOLUTION NO. _____

BY: COMMITTEE ON FINANCE

TO LEVY A SPECIAL ASSESSMENT UNDER AUTHORITY OF CHARTER ORDINANCE NO. 26, AS AMENDED, UPON CERTAIN PARCELS OF LAND WITHIN THE CITY OF KENOSHA, WISCONSIN

WHEREAS, trash and debris located on certain parcels of land in the City of Kenosha, Wisconsin, has been ordered removed by the Health Department of the County of Kenosha, pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, of the City of Kenosha, Wisconsin; and,

WHEREAS, pursuant to Subsection G., Charter Ordinance No. 26, as amended, the cost of abatement, including the cost of service, mailing and publication, and a Seventy-five (\$75.00) Dollar Administrative Fee, is to be specially assessed against the real estate upon which such debris and trash were located; and,

WHEREAS, trash and debris has been removed by the City, through private contract, from various parcels of real estate at the costs of abatement and administration noted by a report from the Health Department dated July 14, 2010, for the City of Kenosha, a report on file in the Office of the City Clerk/Treasurer and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, special assessments in the total amount of Five Thousand Seven Hundred Thirty-six Dollars and ninety cents (\$5,736.90) are levied against the respective parcels of property listed in the report of the Health Department on file in the Office of the City Clerk/Treasurer for the City of Kenosha, Wisconsin, with interest thereon to be charged at seven and one-half (7.5%) percent per annum from the date of passage of this Resolution.

Adopted this ____ day of _____, 2010.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

July 27, 2010

TO: Debbie Salas,
Deputy City Clerk/Treasurer

FROM: Edward R. Antaramian,
City Attorney

RE: **Resolution To Levy A Special Tax Per Authority of Charter Ordinance No. 26, As Amended, Upon Certain Parcels of Land Within The City of Kenosha, Wisconsin**

Kindly place the above Resolution on the next Common Council Agenda for referral to the Committee on Finance. Thank you.

EDWARD R. ANTARAMIAN,
City Attorney

ERA:kav

Attachment

cc: Mr. Randall E. Wergin,
Director of Environmental Health,
Kenosha County Health Department



COUNTY OF KENOSHA

John T. Jansen, Director
Department of Human Services

Division of Health
Job Center / Human Services Building
8600 Sheridan Rd., Suite 600
Kenosha, WI 53143-6515
Phone: (262) 605-6700
Fax: (262) 605-6715

DATE: July 14, 2010

TO: Edward R. Antaramian, City Attorney

FROM: Randall E. Wergin, R.S., Environmental Health Director *REW*

RE: Request of special assessments for the following properties, as per Charter Ordinance Number 26 - City of Kenosha

1.)	5507 24th Av	PARCEL #	09-222-36-477-002
	<u>OWNER OF RECORD:</u> Jeffrey Milkie 8552 37th Av Kenosha WI 53142	<u>ASSESSMENT:</u>	
	Cleanup Date: 05/20/10	Administrative Fee	75.00
		Clean up	85.00
		Certified Mail	
		Newspaper Posting	
		TOTAL:	<u>160.00</u>
2.)	7818 Sheridan Rd	PARCEL #	06-123-07-276-015
	<u>OWNER OF RECORD:</u> Janel Stinefast 7818 Sheridan Rd Kenosha WI 53143	<u>ASSESSMENT:</u>	
	Cleanup Date: 05/20/10	Administrative Fee	75.00
		Clean up	210.00
		Certified Mail	
		Newspaper Posting	
		TOTAL:	<u>285.00</u>
3.)	2900 63rd St	PARCEL #	01-122-01-129-010
	<u>OWNER OF RECORD:</u> Russell Castellanos 42678 Berrong Ct Winthrop Harbor IL 60096	<u>ASSESSMENT:</u>	
	Cleanup Date: 05/21/10	Administrative Fee	75.00
		Clean up	755.00
		Certified Mail	6.15
		Newspaper Posting	
		TOTAL:	<u>836.15</u>
4.)	6420 12th AV	PARCEL #	05-123-06-133-012
	<u>OWNER OF RECORD:</u> New Venture Homes 9902 8th Av Pleasant Prairie WI 53158	<u>ASSESSMENT:</u>	
	Cleanup Date: 05/21/10	Administrative Fee	75.00
		Clean up	255.00
		Certified Mail	6.15
		Newspaper Posting	
		TOTAL:	<u>336.15</u>

5.) **2019 60th Place** PARCEL # 05-123-06-228-030

OWNER OF RECORD:

Piyush Patel
515 Karey Ct
Wilmette IL 60091

Cleanup Date: 05/24/10

ASSESSMENT:

Administrative Fee	75.00
Clean up	655.00
Certified Mail	6.15
Newspaper Posting	
TOTAL:	<u>736.15</u>

6.) **1905 62nd St** PARCEL # 05-123-06-231-007

OWNER OF RECORD:

Jam Investment Properties
11120 235th Av
Trevor WI 53179

Cleanup Date: 05/24/10

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	<u>160.00</u>

7.) **1913 62nd St** PARCEL # 05-123-06-231-008

OWNER OF RECORD:

Jam Investments Properties
11120 235th Av
Trevor WI 53179

Cleanup Date: 05/24/10

ASSESSMENT:

Administrative Fee	85.00
Clean up	75.00
Certified Mail	
Newspaper Posting	
TOTAL:	<u>160.00</u>

8.) **4623 5th Av** PARCEL # 12-223-31-102-011

OWNER OF RECORD:

John & Katheryn Tsichlis
7063 West Belmont
Chicago IL 60634

Cleanup Date: 06/04/10

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	<u>160.00</u>

9.) **4412 6th Av** PARCEL # 11-223-30-483-011

OWNER OF RECORD:

Ira Holtzman
1307 Shermer Rd
Northbrook IL 60062

Cleanup Date: 06/04/10

ASSESSMENT:

Administrative Fee	75.00
Clean up	255.00
Certified Mail	
Newspaper Posting	
TOTAL:	<u>330.00</u>

10.) **5117 19th Av** PARCEL # 12-223-31-258-004

OWNER OF RECORD:

Shawn Russ
4726 57th St
Kenosha WI 53144

Cleanup Date: 06/03/10

ASSESSMENT:

Administrative Fee	75.00
Clean up	155.00
Certified Mail	
Newspaper Posting	
TOTAL:	<u>230.00</u>

11.) 2910 23rd Av PARCEL # 07-222-24-489-010

OWNER OF RECORD:

Emilio, Joseph, Karen Covelli
4106 Lakeview DR
Racine WI 53403

Cleanup Date: 06/03/10

ASSESSMENT:

Administrative Fee 75.00
Clean up 155.00
Certified Mail
Newspaper Posting
TOTAL: 230.00

12.) 6800 27th Av PARCEL # 01-122-01-427-020

OWNER OF RECORD:

Janet Campagna
6517 90th Ct
Kenosha WI 53142

Cleanup Date: 06/08/10

ASSESSMENT:

Administrative Fee 75.00
Clean up 85.00
Certified Mail
Newspaper Posting
TOTAL: 160.00

13.) 6110 18th Av PARCEL # 05-123-06-232-023

OWNER OF RECORD:

Laken Properties
36219 Falcon Dr
Ingleside IL 60041

Cleanup Date: 06/08/10

ASSESSMENT:

Administrative Fee 75.00
Clean up 85.00
Certified Mail
Newspaper Posting
TOTAL: 160.00

14.) 8115 Sheridan Rd PARCEL # 06-123-07-427-007

OWNER OF RECORD:

Crescencio Ramirez
6503 21st Av
Kenosha WI 53143

Cleanup Date: 06/08/10

ASSESSMENT:

Administrative Fee 75.00
Clean up 85.00
Certified Mail 6.15
Newspaper Posting
TOTAL: 166.15

15.) 5104 19th Av PARCEL # 12-223-31-257-016

OWNER OF RECORD:

KCP Holdings
P O Box 162
Franksville WI 53126

Cleanup Date: 06/11/10

ASSESSMENT:

Administrative Fee 75.00
Clean up 85.00
Certified Mail 6.15
Newspaper Posting
TOTAL: 166.15

16.) 4810 61st St PARCEL # 02-122-02-202-014

OWNER OF RECORD:

Joanne Rodriguez
4810 61st St
Kenosha WI 53142

Cleanup Date: 06/11/10

ASSESSMENT:

Administrative Fee 75.00
Clean up 85.00
Certified Mail
Newspaper Posting
TOTAL: 160.00

17.) **7320 34th Av** PARCEL # 01-122-01-367-009

OWNER OF RECORD:

Sergio Guzman
7320 34th Av
Kenosha WI 53142

Cleanup Date: 06/11/10

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	160.00

18.) **2505 53rd St** PARCEL # 09-222-36-405-001

OWNER OF RECORD:

Daniel & Denise Hickey
6228 Larchmont Dr
Racine WI 53406

Cleanup Date: 06/15/10

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	160.00

19.) **1923 62nd ST** PARCEL # 05-123-06-231-010

OWNER OF RECORD:

Provisions Properties
20344 Rose Cottage Way
Land O Lakes FL 34637

Cleanup Date: 06/22/10

ASSESSMENT:

Administrative Fee	75.00
Clean up	205.00
Certified Mail	6.15
Newspaper Posting	
TOTAL:	286.15

20.) **1113 61st St** PARCEL # 05-123-06-131-001

OWNER OF RECORD:

Piyusg Patel
515 Karey Ct
Wilmette IL 60091

Cleanup Date: 06/22/10

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	160.00

21.) **9116 65th St** PARCEL # 03-122-05-136-016

OWNER OF RECORD:

Victor Hernandez
9116 65th St
Kenosha WI 53142

Cleanup Date: 06/25/10

ASSESSMENT:

Administrative Fee	75.00
Clean up	100.00
Certified Mail	
Newspaper Posting	
TOTAL:	175.00

22.) **5501 36th Av** PARCEL # 09-222-36-336-001

OWNER OF RECORD:

Christopher & Darcey Visocnik
5501 36th Av
Kenosha WI 53144

Cleanup Date: 06/25/10

ASSESSMENT:

Administrative Fee	75.00
Clean up	55.00
Certified Mail	
Newspaper Posting	
TOTAL:	130.00

23.) 4628 37th Av

PARCEL # 09-222-36-228-012

OWNER OF RECORD:

Juana Tovar
4628 37th Av
Kenosha WI 53144

ASSESSMENT:

Administrative Fee	75.00
Clean up	155.00
Certified Mail	
Newspaper Posting	
TOTAL:	<u>230.00</u>

Cleanup Date: 06/25/10

CHARTER 26 TOTAL	\$ 5,736.90
-------------------------	--------------------

