AGENDA
PUBLIC WORKS COMMITTEE

MONDAY, AUGUST 31, 2009
ROOM 204
5:00 P.M.

G. John Ruffolo, Chairman
Donald K. Holland
Patrick Juliana
Ray Misner
Don L. Moldenhauer
Anthony Nudo

A. APPROVAL OF MINUTES

A-1 Approval of minutes of regular meeting held on August 10, 2009.

C. REFERRED TO COMMITTEE

C-1 Approval of Professional Services Agreement with Mandlik and Rhodes Information Systems, Inc. for Redemption Processing of Yardwaste Coupons.

C-2 Resolution to correct Resolution 71-09 and 72-09. *(also referred to Finance Committee)*

C-3 Acceptance of Project 08-1208 Sidewalk & Curb/Gutter Program (67th Street to Harrison Rd - 44th Court to 47th Avenue, 43rd Avenue - 75th Street North & Parts of 74th, 73rd, and 71st Street, Miscellaneous Locations) which has been satisfactorily completed by AZAR, LLC, Racine, Wisconsin, in the amount of $585,853.24. **(All Districts)**

INFORMATIONAL ITEMS: 80th Street Project & 14th Avenue Project Discussion
Project Status Report Discussion

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF PUBLIC WORKS COMMITTEE

ALDERMAN COMMENTS

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

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

PUBLIC WORKS COMMITTEE
- MINUTES -

MONDAY, AUGUST 10, 2009
5:00 P.M.

G. John Ruffolo, Chairman
Donald K. Holland
Patrick Juliana

Ray Misner
Don L. Moldenhauer
Anthony Nudo

The regular meeting of the Public Works Committee was held on Monday, August 10, 2009 in Room 204 of the Municipal Building. The following members were present: Chairman G. John Ruffolo, Aldermen Donald K. Holland, Patrick Juliana, and Anthony Nudo. Alderman Ray Misner arrived during discussion of item B-1. Alderman Don L. Moldenhauer was excused. The meeting was called to order at 5:03 PM. Staff members in attendance were Ron Bursek and Mike Lemens.

A-1 Approval of minutes of regular meeting held on July 27, 2009.

It was moved by Alderman Juliana, seconded by Alderman Nudo to approve minutes. Motion passed 4-0.

B-1 Discussion To Create Section 5.044 of the Code of General Ordinances Regarding Honorary Street Sub-Names. *(deferred from July 13, 2009 meeting)*

Brian Wilke, City Development, reviewed revisions to the policy.

It was moved by Alderman Nudo, seconded by Alderman Misner to defer for 30 days. Motion passed 5-0.

C-1 Preliminary Report/Final Resolution for Project 09-1021 Resurfacing Phase IV (26th Avenue - 80th Street to Lincoln Road). **(District 13)** **PUBLIC HEARING**

A public hearing was held, no one spoke.

It was moved by Alderman Nudo, seconded by Alderman Holland to approve preliminary report/final resolution. Motion passed 5-0.

C-2 Award of Contract for Project 09-1021 Resurfacing Phase IV (64th Street - 26th Avenue to 24th Avenue, 69th Street - 18th Avenue to 16th Avenue, 26th Avenue - 80th Street to Lincoln Road) to Cicchini Asphalt, LLC, Kenosha, Wisconsin in the amount of $253,000. **(Districts 8, 12, 13)**

It was moved by Alderman Holland, seconded by Alderman Misner to approve award of contract. Motion passed 5-0.

C-3 Developers Agreement between JH Bristol, LLC, the City of Kenosha and the Kenosha Water Utility for property generally south of 60th Street at approximately 126th Avenue. (Hawk's Ridge Subdivision) **(District 17)** *(City Plan Commission approved 9:0)*

It was moved by Alderman Misner, seconded by Alderman Nudo to approve developers agreement. Motion passed 5-0.

C-4 Warranty Deed for dedication of 60th Street right-of-way at approximately 126th Avenue. (Greco Investments) **(District 17)** *(City Plan Commission approved 9:0)*

It was moved by Alderman Misner, seconded by Alderman Nudo to approve warranty deed. Motion passed 5-0.

INFORMATIONAL ITEMS:

- Nick Shamsipour, Risk, Safety & Environmental Manager – *Nick spoke about his job duties.*
- Yardwaste Biodegradable Bag Coupon
- Project Status Report

ADJOURNMENT - *There being no further business to come before the Public Works Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 6:20 pm.*

C-1

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

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

ADMINISTRATION SUPERVISOR
JANICE D. SCHROEDER

DEPARTMENT OF PUBLIC WORKS
RONALD L. BURSEK, P.E., DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056

TO: G. John Ruffolo, Chairman
Public Works Committee / Stormwater Utility Committee

FROM: Jan Schroeder

SUBJ: Professional Services Agreement: Yardwaste Bag Coupon

DATE: 8/31/2009

On August 10, a draft of an agreement with Mandlik and Rhodes Information Systems, Inc. for processing yardwaste coupons for city-approved biodegradable bags was submitted for committee review, and a final version of the agreement is enclosed. The timeframe of the agreement is from September 1, 2009 through August 31, 2010. The annual administrative cost to Mandlik and Rhodes, dependent upon the number of coupons processed and participating stores, would be approximately $6,200. The coupon redemption cost will be $2 per box or bundle of 10 biodegradable bags.

In preparation for two additional brands of biodegradable bags being brought to local stores and to encourage the composting of yardwaste, Public Works will offer the $2 coupon to be used on any box or bundle of 10 city-approved biodegradable bags, BagToNature, BIOBAG and ECOGUARD. City staff encouraged representatives of the manufacturers of BIOBAG and ECOGUARD biodegradable bags to be cost competitive and to meet with local stores to start supplying them with the BIOBAG and ECOGUARD biodegradable bags.

City staff will begin outreach to local stores to explain the City of Kenosha Yardwaste Coupon, once the coupons are available for distribution (an example of the coupon is provided). The Yardwaste Coupon Program is planned to be in place prior to the Fall Yardwaste Curbside Collection season, October 5 – November 28, 2009.

VOID: PRINTER'S EXAMPLE

VOID

$2.00 OFF

(Box or Bundle of 10 bags)

MAIL TO:
City of Kenosha,
Mandlik & Rhodes
PO Box 490, Dept #1044
Tecate, CA 91980

CITY OF KENOSHA, WI-APPROVED
BIODEGRADABLE YARDWASTE BAGS

- **BIOBAG**
- **BAG TO NATURE**
- **ECOGUARD**

City of Kenosha Public Works Committee

OFFER CODE: XXXXX

VOID

VOID: PRINTER'S EXAMPLE

Mandlik and Rhodes Information Systems, Inc.
Coupon Redemption Processing Agreement

This Redemption Processing Agreement (this "Agreement") is made this day of _____, 2009, by **City of Kenosha,** with offices **at 625 52nd St., Kenosha WI 53140** (hereinafter the "Client"), and **Mandlik and Rhodes Information Systems, Inc.,** an **Illinois** corporation with principal offices at **127** E. **Main St., Suite #W, Barrington, Illinois 60010** (hereinafter "MRIS"). MRIS and the Client agree as follows:

A. MRIS agrees to provide the following services to the Client listed below upon Client's execution of the Agreement:

1. MRIS shall provide the Client with a "ship to" address for the Client's coupons. MRIS shall reimburse retailers and clearinghouses, on Client's behalf, for coupon redemption values as well as postage and transportation costs and handling fees in shipping client's coupons to said "ship to" address, in each case consistent with the terms printed on the respective coupons, provided that funds for said costs have been properly deposited as required under Section B, paragraph 4 below.

2. Unless the Client specifies otherwise, MRIS shall utilize a process of 100% coupon entry, segregated by retailer, to determine the count for all coupons received. The Client may specify in writing that all store tag overages or store tag overages for certain accounts not be paid.

3. MRIS shall furnish on-line access to the PARIS Internet system reporting all aspects of the coupon redemption transaction. Upon termination of this Agreement, MRIS shall provide the client, on CD-ROM in a format specified by MRIS, the following data:

   Offer master file data with monthly redemption for up to three (3) years of redemption. This file data shall include offer description; distribution quantity, date of distribution, expiration date, distribution method and up to 36 months of redemption history for each Client offer code.

4. MRIS shall identify to the Client areas where misredemption (including, but not limited to, gang cut mint condition, wrinkled condition and expired coupons) appears to be a problem and shall furnish the Client with all details thereof.

5. MRIS shall use the customary and reasonable methods and procedures to verify the existence of those who submit the Client's coupons for payment as a bona fide retailer operation before releasing payment to the retailers.

6. MRIS warrants that it shall conduct all activities pursuant to this Agreement

in a professional and ethical manner, in accordance with industry best practices, Client's written instructions, and all applicable laws and regulations.

7. MRIS shall notify the Client of actual reimbursement to be made to retailers each week, at least one day in advance of such payments, to insure that sufficient funds will be transferred to MRIS to cover such payments. MRIS will make available on-line a Pre-Payment Register Report showing the amounts to be paid to each individual retailer/clearinghouse.

8. MRIS shall prepare reimbursement drafts payable to retailers and clearinghouses who have submitted valid coupons for redemption together with a written explanation of any adjustments utilizing the Joint Industry Guidelines and denial codes.

9. MRIS shall release reimbursement drafts to retailers and clearinghouses submitting valid coupons; provided that the Client's funds required for such disbursements under Section B, paragraph 4 below have been received.

10. MRIS shall retain all coupons valid coupons received for not less than sixty days. After sixty days MRIS shall destroy all valid coupons properly redeemed. Suspect coupons (including but not limited to gang cut, mint condition, expired and wrinkled condition) shall be retained for up to one year at the direction of the Client, subject to Section C below.

11. MRIS shall respond to all correspondence relating to coupon promotions from retailers or others addressed to the Client and directed to MRIS in a prompt and courteous manner designed to maintain goodwill for the Client. All such correspondence shall be retained for one year following its date, and shall be made available to Client during such period upon Client's request. This information will also be available to the client through access to MRIS on-line retailer inquiries. MRIS will immediately forward any unrelated correspondence to the Client.

12. MRIS agrees to maintain the confidentiality of, and not disclose to any third party for any reason, the Client's marketing, future coupon promotion activity, specific coupon redemption performance information, or any other non-public or proprietary information regarding Client that MRIS may become aware of through the provision of services to Client hereunder. This confidentiality obligation shall survive the termination or expiration of this Agreement. In the event MRIS is subject to legal or regulatory process requiring disclosure of any such information, MRIS shall promptly notify Client and cooperate in seeking to contest or limit such disclosure requirement as permitted by applicable law or regulation.

13. MRIS will provide prompt customer service to the Client utilizing data obtained from on-line computerized system. Retailer payment data will be maintained by MRIS for the current month from date of payment, plus up to

36 months On-line. Monthly redemption counts by coupon will be maintained as long as the client is with MRIS if desired, and, upon termination, delivered to Client together with the data package as set forth in paragraph A.3. above.

14. MRIS currently maintains a comprehensive dishonest, disappearance and destruction policy in the amount of $100,000. MRIS agrees to maintain such coverage in full force and effect, in amounts no less than those indicated above, with a reputable insurance company, throughout the term of this Agreement. MRIS shall supply Client with a certificate of insurance evidencing such coverage if requested.

15. In order to perform the services required hereunder, MRIS will provide the Client access to MRIS' on-line computer system, PARIS Internet. During the term of this Agreement, MRIS will provide the Client access for no additional charge to the client. Upon termination of this Agreement, Client shall have the right, exercisable in its sole discretion by delivery of notice to MRIS on or before the date of termination hereof, to continue having access to the MRIS PARIS Internet System, such right to continue for so long as MRIS continues to use the MRIS PARIS Internet System in connection with its general operations. If Client exercises such right, it shall pay MRIS $500 per month (payable in advance on the first day of each month) in exchange for such access the MRIS PARIS Internet System. Client acknowledges that use of the MRIS PARIS Internet System will permit Client to have access to proprietary information of MRIS. The parties agree that any and all information revealed by use of access to the MRIS PARIS Internet System (including, without limitation, information related to the function, formatting, programming and software of the MRIS PARIS Internet System itself, as well as the operations of MRIS or its products, services, sales or business) is unique, valuable, confidential and proprietary information of MRIS (the "Confidential Information"). Client agrees to maintain in confidence, and to require its officers, employees and agents to maintain in confidence, all Confidential Information of MRIS. Client further agrees that it will not use for its own benefit, reveal to any third party, reproduce in written form, or permit the use by, revelation to any third party or reproduction in written form, any Confidential Information. Notwithstanding the foregoing provisions, the parties agree that the following shall not constitute Confidential Information of MRIS: (i) any data related to Client, including factual data retrieved through the MRIS PARIS Internet System with respect to actual coupon redemption transactions of Client; (ii) information which is generally available to the public; (iii) information which becomes available to the public through no fault of Client; and (iv) information which became available to Client on a non-confidential basis from a source other than MRIS or the PARIS Internet System.

B. The Client agrees to provide the following information and abide by the following terms of the Agreement:

1. The Client will enter into PARIS via the PARIS Internet Offer Entry module each coupon offer to be distributed by the Client at the earliest practical date. The client will follow industry guidelines for coupon bar codes and artwork.

2. The Client shall honor all coupons submitted by retailers and clearinghouses to MRIS for a maximum of one hundred and twenty (120) days after the final expiration date of the coupon promotion as printed on the coupon.

3. Full Processing Fee for Client is $37.50 per thousand coupons submitted. The billing is based on the actual coupons counted by MRIS. Client is billed at the end of each month. In any month, if the monthly Full Processing Fee is less than $350 then the monthly minimum of $350 will be billed. The client will also pay $150 per new offer code as offer set up fee. Monthly invoices will be due upon receipt and will be subjected to late fees and finance charges . In addition, Client will pay a one-time set-up fee of $1500 upon signing of this agreement and prior to MRIS accepting any of Client's coupon submissions (reduced from our normal charge of $2000).

4. The Client shall pay to MRIS amounts needed: (i) to cover the reimbursement drafts payable to retailers and clearinghouses; (ii) for reimbursement of retailer and clearinghouse handling fees; and (iii) for postage and transportation costs (as defined in section A, paragraph 1). In addition, client agrees to pay $0.50 per check cut to retailers plus actual postage. Client agrees to transfer such funds via Automatic Clearing House (ACH) to MRIS's bank. MRIS will not mail checks to the retailers/clearinghouses prior to the funds being deposited. Client agrees to deposit funds within three (3) business days of receiving notification of payment amount and availability of on-line Prepayment Register. MRIS will print checks and mail to the retailers/clearinghouse only after it receives funds from Client.

5. Non-payment of Monthly invoices and/or pass through invoices may result in immediate termination of services at the discretion of MRIS. In the event the client declares bankruptcy, files for assignment for the benefit of the creditors or files chapter 11 or chapter 7 bankruptcy reorganization, MRIS reserves rights to terminate services immediately.

6. Client shall indemnify, defend and hold MRIS harmless against any and all third-party claims, actions, demands, suits, judgments, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or in any way related to Client's coupons or Client's breach of this Agreement. MRIS shall indemnify, defend and hold Client harmless against any and all third-party claims, actions, demands, suits, judgments, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or in any way related to MRIS's breach of this Agreement.

7. The Client shall specify the length of time MRIS shall retain processed but not

paid coupons due to Misredemption up to a maximum of one year.

8. The Client shall have the right, at reasonable intervals, to have the counts, made by MRIS of the Client's coupons verified by any certified public accountant or by the Client's employees. Upon reasonable notice by Client, MRIS shall provide access to such records of MRIS as may be necessary to enable Client or its representatives to perform such verification.

9. If MRIS advises the Client in writing within 90 days, the Client agrees to honor claims for coupons lost or destroyed where the clearinghouse or retailer submits proof reasonably satisfactory to the Client, both of the value of the coupons submitted and of their loss in shipment.

C. The term of this Agreement shall commence as of September 1, 2009, and shall end August 31 2010. Either party may terminate at any time for any reason upon ninety (90) days' written notice.

Upon termination of the Agreement, MRIS shall give written notification to the Client of any and all coupons it retains pursuant to Section A, paragraph 10, above. The Client shall thereafter have ninety (90) days in which to make arrangements to transfer the coupons and payment records to its custody. After ninety (90) days, MRIS may destroy any coupons and payment records of the Client it may have retained.

D. This Agreement shall be governed by the following provisions:

1. This agreement shall become effective upon acceptance by MRIS and shall remain in full force and effect until termination as defined in Section C above.

2. This Agreement shall be deemed to be executed in Kenosha County, Wisconsin, and shall be governed by and construed in accordance with the laws of the State of Wisconsin.

3. This Agreement sets forth the entire understanding between the parties and supersedes any and all prior agreements, written or oral, with respect to the subject matter hereof.

4. This Agreement may be amended or modified only by means of a written document signed by both parties and specifically referring to this Agreement.

5. Failure of either party to enforce a specific provision of this Agreement shall not be construed as a general relinquishment or a waiver of that provision or of any other provision of the Agreement.

6. Each provision of this Agreement is severable and the fact that a provision of

this Agreement may be found to be unenforceable shall not affect the enforceability of the remaining provisions, conditions or terms of the Agreement.

7. MRIS shall act as an independent contractor in the performance of the services provided for herein and nothing herein shall be construed to create the relationship of principal and agent, master and servant, or a partnership or a joint venture between MRIS and Client. MRIS is not the agent of Client and is not authorized to enter into any agreements binding upon Client in any way.

8. Anything in this Agreement to the contrary notwithstanding, the parties shall not be required to comply with the terms of this Agreement if precluded from doing so by act of God, strike, lockout, act of the public enemy, war, blockage, public riot, lightning, fire, storm, flood, explosion, or governmental restraint ("force majeure") which, despite the exercise of that party's best efforts, makes it impossible to perform the respective party's obligations. In all cases of force majeure, MRIS shall give prompt written notice to the Client with respect thereto and (i) in the case of coupons destroyed as a result of force majeure shall proceed to pay amounts claimed with respect thereto by verified retailers in the absence of written instructions to the contrary from the Client, and (ii) with respect to any delay in processing or counting coupons occasioned by force majeure, shall use its best efforts to remove the effects of the force majeure as quickly as possible and shall otherwise proceed as MRIS shall be reasonably instructed by the Client in writing.

9. Any and all notices required by this Agreement shall be given in writing, by registered mail, return receipt requested, or by nationally recognized overnight courier service, effective upon the date of delivery with signature receipt to the other party. Such notice shall be sent to each party at its address set forth in the introductory paragraph, or such other notice address as such party shall furnish the other pursuant to this section, and if to Client.

10. This Agreement may not be assigned by MRIS without the prior written consent of Client.

IN WITNESS WHEREOF, the parties have signed the Agreement as of the date of the signature of the party last signing.

Mandlik & Rhodes Information Systems, Inc.	**City of Kenosha**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

C-2

Project #08-1012

RESOLUTION NO. _____
BY: FINANCE COMMITTEE

RESOLUTION TO CORRECT RESOLUTION #71-09
FOR SIDEWALKS AND DRIVEWAY APPROACHES

PROJECT #08-1012 RESURFACING PHASE I

WHEREAS, Resolution #71-09 for Project #08-1012 (39th Avenue - 67th Street to 60th Street) in the amount of $14,973.01 was passed by the Kenosha Common Council on June 15, 2009,

WHEREAS, it has been determined that a special assessment against Parcel #01-122-01-253-011 in the amount of $164.63 for sidewalk repair was levied in error,

WHEREAS, it has been determined that Parcel #01-122-01-232-006 was incorrectly billed in the amount of $676.00, and should have been billed in the amount of $456.50.

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from $14,973.01 to $14,588.88.

Passed this 9th day of September, 2009.

Approved:

_____
Keith G. Bosman, Mayor

Attest:

_____
Debra L. Salas, Deputy City Clerk

C-2

Project #08-1208

RESOLUTION NO. _____
BY: FINANCE COMMITTEE

RESOLUTION TO CORRECT RESOLUTION #72-09
FOR SIDEWALKS AND DRIVEWAY APPROACHES

PROJECT #08-1208 SIDEWALK & CURB/GUTTER PROGRAM

WHEREAS, Resolution #72-09 for Project #08-1208 (67th Street to Harrison Rd - 44th Court to 47th Avenue, 43rd Avenue - 75th Street North & Parts of 74th, 73rd, and 71st Street, Miscellaneous Locations) in the amount of $40,892.22 was passed by the Kenosha Common Council on June 15, 2009,

WHEREAS, it has been determined that a special assessment against Parcel #04-122-13-277-014 in the amount of $125.61 for sidewalk repair was levied in error,

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from $40,892.22 to $40,766.61.

Passed this 9th day of September, 2009.

Approved:

_____
Keith G. Bosman, Mayor

Attest:

_____
Debra L. Salas, Deputy City Clerk

C-3

Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Administrative Supervisor
Janice D. Schroeder

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent
Parks Division
Jeff Warnock
Superintendent

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52nd ST · RM 305 · Kenosha, WI 53140
Telephone (262) 653-4050 · Fax (262) 653-4056

August 31, 2009

To: G. John Ruffolo, Chairman,
Public Works Committee

From: Ronald L. Bursek, P.E.
Director of Public Works

Subject: Acceptance of Project 08-1208 Sidewalk & Curb/Gutter Program

Location: 67th Street to Harrison Rd - 44th Court to 47th Avenue, 43rd Avenue - 75th Street North & Parts of 74th, 73rd, and 71st Street, Miscellaneous Locations

Please be advised that the above referenced project has been satisfactorily completed by AZAR, LLC, Racine, Wisconsin.

It is recommended that the project be accepted in the final amount of $585,853.24. Original contract amount was $366,148.47 plus additional quantities to total an amount not to exceed $549,000.00. The PO had to be amended by $30,200 to pay for the sidewalk hazard elimination project and to reimburse home owners who had sidewalks replaced by private contractors due to damage caused by trees in the parkway. The new contract total was $518,800. Once the project was complete the final measured quantities exceeded the contracted amount. Numerous requests for additional work submitted by alderman and administration were done under this contract as well as work for the Stormwater Utility. Also staff assigned work in conjunction with water main relay repairs to contract that should have been charged to other accounts. A change order was approved to increase the contract by $67,053.24 bringing the total to $585,853.24.

RLB/kjb