



## City of Nekoosa

# URBAN FORESTRY PROPOSAL

Bluestem Forestry Consulting, Inc. understands the City of Nekoosa would like assistance from a consultant to complete three tasks. The scope of services for these tasks are:

**NEWSLETTER DEVELOPMENT.** Bluestem will work in partnership with the City of Nekoosa to develop a newsletter that will detail the urban forestry program in Nekoosa. It will focus on:

- Yearly activities & accomplishments
- Forestry goals for short term and long term
- Planting recommendations for homeowners
- Insect & disease challenges
- Species, age and condition composition of the forest
- Additional resources

**ORDINANCE/SPECIFICATIONS MANUAL UPDATE.** Nekoosa would like to have a comprehensive forestry ordinance and/or specifications manual that allows the City to more effectively manage their public tree population through planting, pruning, removal and other management methods. The ordinance will also address private tree nuisance issues and methods for controlling insect and disease outbreaks. Bluestem will help develop these documents.

**SPECIES LIST AND PLANTING GUIDELINES.** As Nekoosa plants more trees and homeowners do the same, it is advisable to have a quality species planting list of trees that will grow well and thrive in Nekoosa and its unique soils. Making this list as well as a how-to instruction on tree planting will help residents and city staff to successfully grow the urban forest. Bluestem will develop a list and planting instructions that are tailored to Nekoosa.

Upon completion of the project Bluestem will present findings and recommendations to the City. This can be scheduled at the City's convenience.

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### PROJECT SCHEDULE/TIMELINE

Anticipated schedule of project completion:

|                |                                      |
|----------------|--------------------------------------|
| September 2024 | Begin project & meet with staff      |
| December 2024  | Delivery of documents & presentation |

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## QUALIFICATIONS/RESUME

**Bluestem Forestry Consulting Inc.** has been providing urban forestry consulting services throughout Wisconsin since 1998. **Kelli Tuttle**, President of Bluestem Forestry Consulting Inc. will provide the bulk of services related to this project. Kelli holds a B.S. in Forestry (field of study: urban forestry) from Purdue University. Her experience includes all aspects of municipal forestry and community involvement as well as consulting. Her consulting services include: tree inventories, management plans, EAB planning, ordinance preparation, public relations and staff training to mention just a few. She inventories, on average, approximately 15,000 trees per year and works with 3-5 communities annually. Bluestem Forestry Consulting Inc. has also established ongoing relationships with communities that contract for her work to be completed annually, including tree removal and pruning management, tree planting plans and supervision and hosting Arbor Day Celebrations. In these cases, Bluestem is essentially hired as the 'City Forester' and schedules day-to-day operations.

The City of Duluth, MN employed Kelli as a tree inspector for nearly five years. Duluth has a tree population of 17,000 trees and has 30 parks. This provided her with a solid understanding of the working and challenges faced by all City Forester's and Parks Directors.

Kelli has been an ISA Certified Arborist (MN-0215) since 1997 and regularly attends courses on topics ranging from construction damage to hazard tree identification. She is a former member of the National Urban and Community Forestry Advisory Committee (NUCFAC) in Washington DC. NUCFAC acts as an advisor to the Secretary of Agriculture and administers one million dollars in grant projects annually. Kelli is past chair of the Wisconsin Urban Forestry Council and is also a member of the International Society of Arboriculture and the Wisconsin Arborist Association. Kelli is also an instructor at the WI DNR CTMI (Community Tree Management Institute) where she leads courses on tree inventories and management plan development.

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## CONTRACTOR LOCATION

Bluestem Forestry Consulting Inc. is a Wisconsin-based firm that has the resources to carry out the project proposed in a professional and timely fashion. Bluestem will maintain an open line of communication and provide regular updates on the progress of the project. Bluestem Forestry Consulting's office is located at:

49910 South Loop Road  
Drummond, WI 54832  
(715) 499-5538 e-mail: [bluestemforest@cheqnet.net](mailto:bluestemforest@cheqnet.net)

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## FEE SUMMARY

|                              |                   |
|------------------------------|-------------------|
| Newsletter development       | \$1,200.00        |
| Ordinance/Specifications     | \$1,414.00        |
| Planting list & instructions | <u>\$ 642.00</u>  |
| <b>TOTAL</b>                 | <b>\$3,256.00</b> |

Respectfully submitted,

*Kelli Tuttle*

President August 21, 2024

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|                                     |       |      |
|-------------------------------------|-------|------|
| Signature                           | Title | Date |
| (Bluestem Forestry Consulting Inc.) |       |      |

ORDINANCE NO: \_\_\_\_

AN ORDINANCE TO UPDATE SECTION 12.02 OF THE NEKOOSA MUNICIPAL CODE  
REGARDING INTOXICATING LIQUOR AND FERMENTED MALT BEVERAGES

The Common Council of Nekoosa, Wisconsin, does ordain as follows:

**SECTION I.** Subsection 8.10(5) of the Municipal Code is amended to read as follows:

(5) Sidewalks.

(a) Sidewalk standards. The sidewalk shall be located in such places and at such grades as designated by the Council and shall be constructed in accordance with standards established by the Board of Public Works.

(b) New sidewalks. Special assessments for all new sidewalks in new developments shall be levied at 100% of the cost.

(c) Repair and maintenance of existing sidewalks. Pursuant to § 66.0907(6), Wis. Stats., the City hereby declares that sidewalks in the City shall be kept in repair by and at the expense of the City, except as follows:

(i) Sidewalks that only serve one property must be maintained by the owner of such property.

(ii) Sidewalks damaged by actions or omissions described in subsection (d) of this section.

(d) Damage to sidewalks. No person shall propel, drive, drag, or cause to be dropped or placed on any sidewalk in the City any object which will harm the sidewalk to the extent that it would render it hazardous or defective for pedestrian travel. No property owner shall cause or permit damage to occur to a sidewalk through any such acts or through any failure to maintain such owner's property in any manner, including any failure to maintain or control construction or demolition, vehicles, tangible personal property on the property.

(e) Major sidewalk repair or replacement. Pursuant to § 66.0907, Wis. Stats., the Board of Public Works may order property owners to repair or remove and replace any sidewalk which is unsafe, defective or insufficient. If the property owner shall fail to so repair or remove and replace such sidewalk for a period of 20 days after service of the notice provided in § 66.0907, Wis. Stats., the Board of Public Works shall repair or construct such sidewalk, and the City Clerk shall enter the total cost thereof upon the tax roll as a special tax against said lot or parcel of land.

(f) Minor sidewalk repair. If the cost of repair of any sidewalk in front of any lot or parcel of land does not exceed the sum of \$100, the Board of Public Works or the Director of Public

Works may immediately repair such sidewalk, without notice or letting the work by contract, and shall charge the cost thereof to the owner of the lot or parcel of land, as provided in § 66.0907, Wis. Stats.

(g) Maintenance defined. Maintenance of a sidewalk shall be defined as the avoidance of damage to the sidewalk and the keeping of a sidewalk clear of all obstructions, and shall include the removal of all ice, snow, grass, and any other obstruction so as to keep the sidewalk clear, including but not limited to responsibilities under Section 8.08 of this Code. Each day any violation of this ordinance continues shall constitute a separate offense. If any obstruction is not cleared by the property owner, the City may remove the obstruction and assess actual costs of removal as permitted by § 66.0907, Wis. Stats.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

City of Nekoosa

By: \_\_\_\_\_  
Dan Carlson, Mayor

By: \_\_\_\_\_  
Kallee Dhein, City Clerk



08/20/2024

City of Nekoosa  
ATTN: Rick Schmidt  
951 Market St.  
Nekoosa WI. 54457

**RE:** Provide Temporary Pressure System – Nekoosa, WI

To: Rick Schmidt,

Thank you for the opportunity to provide the attached cost proposal to provide a temporary pressure system while the water tower project is in motion. Without the elevated tower online, the city would have to run pumps continuously for a few weeks straight to maintain pressure. This could lead to premature pumping equipment failure.

Municipal Well and Pump (MWP) has extensive knowledge of pumping equipment throughout the Midwest. We are a trusted service provider for vertical turbine pumps, submersible pumps, split-case horizontal pumps, and centrifugal pumps. We can install our portable pressure tanks in systems that will tailor to their operation. The tanks are very diverse for operational set up.

MWP is proposing to set up two (2 - 5,000-gallons) portable pressure tanks (10,000-gallon capacity). The system pressure will be controlled by a pressure controller that is connected to the pressure transmitter, wired through the motor control starter for the well pump. In addition, we will be providing an air balancing controller and air compressor. MWP will provide two (2) pressure blow-off valves to enable the utility to operate the system in blow-off mode, in the event there would be any control issues.

As we discussed in our meeting on 8/20/2024, we are optimistic that we will have the larger tanks available by the time this project requires them. If for any reason, the larger tanks are not available, and we need to have a third (3<sup>rd</sup>) tank. There would be an upcharge of \$1,570.00 bringing the initial total to \$17,730.00 from \$16,160.00. We do not anticipate this happening, but as we discussed, I want you to be aware of the worst-case scenario.

Please review the following scope of work and its associated costs.

**I. Install Temporary Pressure System**

1. Load equipment at the Waupun, WI shop and mobilize to Nekoosa, WI.
2. Install two (2) portable pressure tanks on the distribution system.
3. Sanitize and flush tanks.
  - a. Collect two (2) bacti samples for each tank 24 hours apart per code.
4. Provide and install temporary pressure controls.
5. Provide and install an air compressor and automatic air balancing equipment.
6. Provide and install pressure relief valves.
7. System rental included.

**Lump sum costs..... \$16,160.00**

8. System Rental after two (2) weeks of operations.....**\$670.00/week**

Notes:

- Price includes bacteriological sample kits.
- Price includes temporary pressure system set up, training, and removal.
- The proposal assumes the portable pressure tanks can be placed without interfering with day-to-day activities.
- The proposal assumes all information given is valid & applicable to this project. If adjustments are needed, this could change the price.
- Labor good for **90 days**.

We would like to thank you for the opportunity to submit this proposal for your review and consideration. Should you have any questions or concerns regarding this proposal, please contact our offices at your earliest convenience. We hope that our proposal meets your approval and that Municipal Well and Pump will earn the right to be your preferred water supply services provider.

Respectfully,

*Kurt Dix*  
*Project Manager*  
Phone: (920) 324-3400  
Cell: (920) 475-6875



# Work Agreement

(Cover Page)

Date: 8/21/2024

MWP Job # 12438

The undersigned Client hereby instructs Municipal Well & Pump, A Division of Midwest Well Services, Inc. to proceed with the work described below with the understanding that the Terms and Conditions shown attached are hereby incorporated as part of this Work Agreement. The Purchaser further understands that all proposals or estimates, if any, are based on the best information available prior to beginning work AND also understands that the final project scope may vary from the original proposal if conditions, depths or other job factors change during the project. All prices are subject to State and Local Sales and Use Taxes unless a certificate of exemption is provided to Municipal Well & Pump.

## Client Information

|               |                                |                     |                               |                    |
|---------------|--------------------------------|---------------------|-------------------------------|--------------------|
| Company Name: | <u>Nekoosa, City of</u>        | Contact Name        | <u>Rick Schmidt</u>           |                    |
| Billing Info: | <u>951 Market St</u>           | <u>Nekoosa</u>      | <u>WI</u>                     | <u>54457</u>       |
|               | <small>Billing Address</small> | <small>City</small> | <small>State</small>          | <small>Zip</small> |
|               | <u>(715) 572-3614</u>          |                     | <u>rschmidt@nekoosawi.com</u> |                    |
|               | <small>Phone</small>           | <small>Fax</small>  | <small>Email</small>          |                    |

## Project Information

Project Name: Nekoosa PAT's

### Description of Work to be Performed:

This work agreement is in reference to the proposal dated: 8/20/2024.

If you agree to the layout & terms of the proposal, please sign and return this agreement.

For scheduling purposes, please make a decision ASAP.

Total Project Cost \$ 16,160.00

IN WITNESS WHEREOF, this agreement is executed as of the date shown above:

### Client

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO Number (if needed) \_\_\_\_\_

### Contractor

**Municipal Well and Pump**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Work Agreement Terms**

**EXCLUSIVE TERMS.** These terms govern all Midwest Well Services, Inc. d/b/a Municipal Well & Pump ("Contractor") work. "Client/Owner" (as identified on the front side hereof) have entered into a contract on the terms and conditions set forth herein. These terms are the only terms to which Contractor agrees, and supersede all prior statements, proposals, negotiations, representations, and agreements and shall constitute the entire agreement between Contractor and Client. Any additional or conflicting provision(s) contained in any other form of the Client is hereby expressly objected to by Contractor and shall not modify this Work Agreement.

**INVOICES.** Invoices will be submitted once a month with payment due within 30 days of the invoice date. A late charge at the rate of 1% per month, or the highest rate allowed by applicable law, whichever is lowest, will be added to all amounts outstanding after said 45 days. Client agrees to pay any and all attorneys' fees and court costs should attorneys be utilized, or court proceedings initiated to collect any past due amounts.

**INFORMATION.** It is recognized that Client has superior knowledge of the job site, site history, access routes to the job site, known or suspected contaminants, surface and subsurface conditions, etc., and Client is obligated to advise Contractor of all or any conditions that may affect Contractor's performance hereunder. Client agrees to provide Contractor with such specifications, plans, site history information, reports, studies or other information on surface and subsurface conditions as will be reasonably required by Contractor for safe, proper and timely performance of the work. Client shall obtain all necessary permits and rights-of-way and indemnify and hold Contractor harmless for its failure to do so and for claims of trespass or damage to property, including underground utilities or structures, which arise out of performance of the work.

**LIABILITY.** Neither party shall be liable to the other party for any special, indirect, incidental or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise. Further, Client agrees to indemnify and hold Contractor harmless from and against any and all claims, demands, causes of action (including third party claims for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) which result from (i) any release or threatened release of any substance (whether hazardous or not); (ii) any claim that Contractor or any of its subcontractors was a "generator" or "transporter" of hazardous waste or an "operator" of the job site (as such terms are used or defined under local, state or federal laws or regulations); or (iii) any negligent or wrongful act or omission of Client or others under Client's control, except that this indemnification shall not apply to the extent any demand or cause of action results from Contractor's negligence or intentional misconduct.

**PERFORMANCE.** Contractor will exercise reasonable skill and judgement in performing the work. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES (EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE GIVEN HEREUNDER. Contractor does not warrant any specific results of any kind.

**WARRANTY.** Contractor warrants to the original end user, that for a period of one year from the date of startup that the equipment installed by Contractor shall be free from defects in materials and workmanship. This warranty does not include damage due to acts of God, accident, misuse, abuse, negligence, modification, unsuitable environment or improper maintenance. The sole obligation and liability under this warranty will be repair or replacement by Contractor with the same or an equivalent product of the defective portion of the equipment. If a failure is determined to be attributable to materials and/or workmanship during the 1-year warranty period, Contractor will repair or replace the failed components free of charge including our labor.

**CHANGED CONDITIONS.** The discovery of any hazardous waste, substance, pollutant, contaminant, underground obstruction, condition or utilities on or under the job site which were not brought to the attention of Contractor prior to the date of this Work Agreement will constitute a materially different site condition entitling Contractor, at its option, to terminate this Work Agreement (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the contract price and time for performance. Contractor, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires Contractor to perform work outside the original scope or beyond its capabilities. In any event, Contractor may terminate operations on a site which it believes presents an unreasonable health or safety risk.

**DELAYS.** Contractor shall have no liability to Client, or its clients, contractors or consultants for delays attributable to acts of God, acts of third parties, weather which is not reasonably anticipatable, intervention or public authorities, inability to obtain permits necessary to perform the work, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder, and any other conditions or events which are beyond the reasonable control of Contractor shall be entitled to additional time to perform this Work Agreement equal to the time of any such delay.

**INTERPRETATION.** This Work Agreement shall be governed and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions stated in the Work Agreement (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected, and each term, provision and condition of this Work Agreement shall be valid and enforceable to the fullest extent permitted by law.

**GOVERNING LAW; JURISDICTION.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of Wisconsin, exclusive of Wisconsin's conflict of laws provisions. Any and all claims, questions or disputes regarding the interpretation performance and enforceability of this Agreement, the rights and remedies of the parties hereunder, and all related actions or counterclaims shall be initiated and or prosecuted exclusively in Dodge County Circuit Court, Juneau, Wisconsin. The parties further agree to submit to the jurisdiction of said courts.

**LIEN NOTICE.** AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.