**CITY OF WAUKESHA****Administration**

201 Delafield Street, Waukesha, WI 53188  
Tel: 262.524.3701 fax: 262.524.3899  
www.waukesha-wi.gov

<b>Common Council Item Number:</b> ID#18-0601	<b>Date: June 13, 2018</b>
<b>Submitted By:</b> Ron Grall, Director of Parks, Recreation & Forestry Dave Rauterberg, Forestry Supervisor	<b>City Administrator Approval:</b> Kevin Lahner, City Administrator
<b>Finance Department Review:</b> Rich Abbott, Finance Director	<b>City Attorney's Office Review:</b> Brian Running, City Attorney
<b>Subject:</b> Approval of the proposed Tree Growing Agreement between Johnson's Nursery, Inc. and the City of Waukesha.	

**Details:**

The Parks, Recreation & Forestry Department (WPRF) is always seeking more cost-effective and efficient means of operation. In recent years, the Emerald Ash Borer (EAB) has devastated our street and park tree populations, and will continue to do so for several more years. We are removing more trees than we are planting each year. As part of the approved 2018 operating budget, funds were set aside for tree growing agreements. With this tree growing agreement, we would put down the first installment of \$35 per tree, which averages about 20% of the full cost, on the trees at Johnson's Nursery this year, locking in future prices and guarantying future stock for several years in the future. It is possible that we will utilize this program more in the future, given a positive experience with this first set of contracts. Specifics regarding tree species, size and timeline are included in the attached contract for Johnson's Nursery, of which the amount is \$3,500.00.

**Options & Alternatives:**

WPRF could continue to purchase trees on a bi-annual basis, however, this agreement locks in prices at lower prices than would be paid in the future. This also guarantees stock, that trees will be available for purchase and planting.

**Financial Remarks:**

As part of the 2018 Forestry Operating budget, \$8,400.00 was earmarked in 5610.53510, Non-Assessed Trees to go towards the growing agreements. PRF proposed using \$8,390 of this, divided between two nurseries, to get the lowest prices for each species. \$3,500.00 will be the contract amount with Johnson's Nursery, Inc., which is the down payment of \$35 per tree for 100 trees.

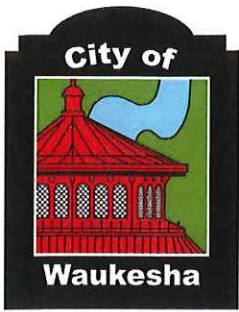
**Executive Action:**

Recommend approval of the tree growing agreement between Johnson's Nursery, Inc. and the City of Waukesha, and authorize the Mayor to enter into this contact.

**Committee Recommendation:**

The Parks, Recreation and Forestry Board approved this item unanimously at the April 16, 2018 meeting, and recommends approval to the Common Council.





## PARKS, RECREATION & FORESTRY

1900 AVIATION DRIVE  
WAUKESHA, WISCONSIN 53188-2471  
TELEPHONE 262/524-3737 FAX 262/524-3713

Ron Grall, Director  
[rgrall@ci.waukesha.wi.us](mailto:rgrall@ci.waukesha.wi.us)

April 2, 2018

### Request for Proposal

The City of Waukesha is requesting for proposal to enter into an agreement for the intent to grow trees for the city for future harvest and delivery. Parameters of the agreement will be included into this proposal for the purpose for the city to select the best suited grower for this agreement. Trees shall all conform to the American Standard of Nursey Stock ANZI Z60.1 (or most current) and will be subject to the city's final acceptance of plant material at time of delivery. All trees will be grown to a desired caliper of one and three quarter (1-3/4) inches. Agreement shall include specific price of said material per unit at time of entering into an agreement, number of units required, whether said plant material is guaranteed during the agreement as well as the anticipated completion date of the agreement and the final cost of said plant material and delivery cost or estimation of said cost. A check list is provided to aid us in this selection process. Please provide sample contract with proposal. Proposals will be due by 4:00 p.m. Tuesday April 10, 2018. Receipt of this proposal may be delivered in person, by mail or e-mail to the address below.

Thank You for Your Consideration:

David Rauterberg  
Forestry Supervisor  
Waukesha Parks, Recreation and Forestry  
1900 Aviation Dr.  
Waukesha, WI 53188-2471  
[drauterberg@waukesha-wi.gov](mailto:drauterberg@waukesha-wi.gov)  
(262)650-2545

#### Desired Species List:

London Plane, Exclamation  
Maple, Freeman Autumn Fantasy  
Oak, Swamp White  
Oak, Crimson Spire  
Amur Cork, Eye Stopper (or male equivalent)

Linden, Harvest Gold  
Linden, American Sentry  
Ironwood  
Kentucky Coffee Tree, Espresso

### Checklist if Parameters

Species	Yes	No	Down Payment Required	Final Balance	Years to complete Contract	Comment
London Plane, Exclamation						
Maple, Freeman Autumn Fantasy						
Oak, Swamp White						
Oak, Crimson Spire						
Kentucky Coffee Tree, Espresso						
Ironwood						
Linden, Harvest Gold						
Linden, American Sentry						
Amur Cork, Eye Stopper (or male equivalent)						

Parameters	
Initial Cost per Unit	
Minimum Units per Species	
Minimum Units per Contract	
Lead Time Necessary	
Crop Failure Warranty	
Refund Procedure	
Grow Report Available Y/N	

Parameters	
Periodic Inspections Allowed Y/N	
Pruning Intervals	
ANSI Z60.1 Compliant Y/N	
Rejection Criteria	
Refund Procedure	
Low Profile Baskets Y/N	
Natural Twine & Burlap Y/N	
Shipping Cost	
# of Years Vendor Involved in Grow Agreements (History)	
Sample contract Included Y/N	
References	

## Contract for Purchase of Services Field Grow Agreement

### Parameters

#### Crop Size

25 minimum units/cultivar, form, or type.  
50 minimum units/agreement

#### Lead Time

Species/cultivar dependent. However, in consultation with the sales representative and production lead, every effort will be made to accommodate non-standard requests provided that plant health is not detrimentally impacted.

### Terms

- To enter into a Growing Agreement, client shall pay \$35.00/unit. (Initial payment).
  - The initial payment shall be refunded to City of Waukesha if Johnson's Nursery, Inc., for any unforeseen reason, cannot fulfill their obligations under the agreement. Examples include crop failures and natural disasters.
  - The initial payment shall be retained by Johnson's Nursery should City of Waukesha decide not to honor their obligations under the agreement.
- No agreement shall exist in the absence of an initial payment.
- The finished price of trees will be locked in as the quoted price at the time the agreement is entered into.
- Should weather conditions retard normal/anticipated growth rates, client will be invoiced price of actual finished size when less than the agreement parameters. Minimum saleable size prices do apply—1.5" caliper single stem or 48" conifer e.g.
- Prior to harvest, near the mid-point of the final growing season of any contracted crop (on/about mid-June), client representatives have the right to field tag all material anticipated for subsequent harvest from their crop.
  - Once the contracted crop has been tagged, representatives of the City and Johnson's Nursery will consult and collaborate on the desired final pruning (if any) to be performed on the client's selections prior to order fulfillment.
  - Any changes to standard or recommended nursery pruning protocols will be accompanied by an agreement addendum signed/dated by representatives of Johnson's Nursery and Client detailing requested/performed deviation from standard practices.
- Client has the right to request early harvest of their agreement crop at a smaller size than contracted with the understanding that
  - Early harvest will not occur if plant health would be detrimentally impacted as determined by Johnson's Nursery production lead.
  - The client will be charged for the finished size received, down to minimum salesizes.
- Client has the right to delay harvest of an agreement crop—either in full or partially—no more than one (1) year beyond the original agreement date with the understanding that



- An agreement addendum must be signed/dated by both Johnson's Nursery and Client spelling out that Client, by choosing to delay harvest, will pay the finished price of the tree at the new size even if greater than the original quoted agreement amount.

To aid transparency and minimize any price confusion upon entering into a field grow agreement, Johnson's Nursery will provide a specific price of a) initial payment and b) the remainder due upon receipt.

Johnson's Nursery agrees to provide a written annual "grow report" following the spring growth cycle to City of Waukesha's designee for each crop in a Grow Agreement submitted no later than the 30th of July. The report shall contain but is not limited to the following information:

- Species
  - Height
  - Diameter
  - Condition (poor to excellent)
  - Position in the contract cycle
  - Crop failure
  - Height to first branch
  - Work performed (example, shearing or pruning) on crop
- Field Grow Agreement clients will not be required to pay a stock holding fee for spring-dig only material harvested, held, and shipped in the same growing season. However, should client request that agreement grown spring-dig only material be harvested and held over winter, a minimum holding fee of 20% of held material value will be assessed at that time.
  - Any shipping charges are not included. All plant material shall conform to the American Standard for Nursery Stock ANSI Z60.1 (most current edition). City of Waukesha further reserves the right to reject any tree that does not meet their current specifications in effect at the time of the initial contract period. The City retains the option to be the first to tag stock for delivery in contracted growing blocks.
  - At time of delivery City of Waukesha reserves right to reject any and all plants that are either damaged due to digging, shipping handling or for any reason does not comply with the American Standard for Nursery Stock ANSI Z60.1 (most current edition) or current specifications in effect at the time of the initial contract period prior to delivery on site to City of Waukesha delivery site.
  - The client shall retain the option to review contracted growing stock at any time during the contract period until City of Waukesha accepts delivery.
  - Both the City and Johnson's Nursery shall retain the option to at any time make changes to the contract as long as said changes are mutually agreeable to both parties and neither conflicts with the American Standard for Nursery Stock ANSI Z60.1 (most current edition) or current specifications in effect at the time of the initial contract period prior to delivery on site to the City of Waukesha delivery site.
  - Both Johnson's Nursery and City of Waukesha agree that the mutually beneficial spirit of this field grow agreement shall be applied to the resolution of any contingency, unaddressed here, which may result from the production of living stock in open fields.

**City of Waukesha**

**Attest:**

\_\_\_\_\_  
Shawn N. Reilly, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Gina L. Kozlik, City Clerk

Date: \_\_\_\_\_

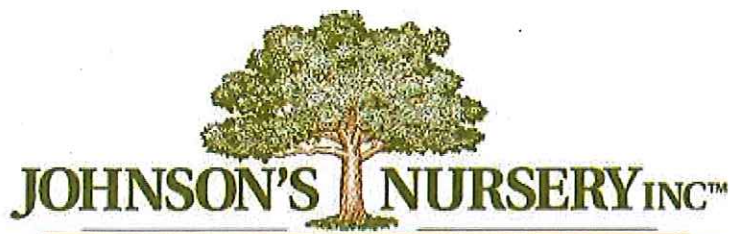
To certify that funds are available to pay the City's obligations:

\_\_\_\_\_  
Richard L. Abbott, Finance Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Johnson's Nursery, Inc.

Date: \_\_\_\_\_



W180 N6275 Marcy Road, Menomonee Falls, WI, 53051  
Phone: (262) 252-4988 \* Fax: (262) 252-4495

## MO Acknowledgement

Date	Page	Number
6/12/2018	Page 1 of 1	MO-36295
Job ID		Dept.
36295		WH

### Bill To:

City of Waukesha Parks -Contract Grow  
c/o: Dave Rauterberg  
1900 Aviation Drive  
Waukesha, WI 53188-2471

### Ship To:

City of Waukesha Parks -Contract Grow  
1900 Aviation Drive  
Waukesha, WI 53188-2471  
Ph. (262) 650-2545

Customer ID	Salesperson	PO Number	Terms			Ship Date		Ship Via	
115239	Jeff Wolters		Net 30 Days			4/12/2021		Delivery	
Product ID	Description	Size	Order	Ship	Can'd	Left	Price	Total	
HG400	Miscellaneous Sale	Each	1	0	0	1	3,500.00	3,500.00	

Down payment of \$35 per tree. The down payment will be deducted from the price per tree once received.

3111TI	Exclamation® London Planetree	1.75" CALIPER	50	0	0	50	139.00	6,950.00
0933TI	Harvest Gold Linden	1.75" CALIPER	50	0	0	50	130.00	6,500.00

### Comments:

**SUBTOTAL:** \$16,950.00  
**TAX:** \$0.00  
**TOTAL:** \$16,950.00

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_



**Desired Species List:**

London Plane, Exclamation City of Waukesha to purchase 50.

Maple, Freeman Autumn Fantasy

Oak, Swamp White

Oak, Crimson Spire

Amur Cork, Eye Stopper (or male equivalent)

Linden, Harvest Gold City of Waukesha to purchase 50.

Linden, American Sentry

Ironwood

Kentucky Coffee Tree, Espresso

**Checklist if Parameters**

Species	Yes	No	Down Payment Required	Final Balance	Years to complete Contract	Comment
London Plane, Exclamation	Yes		\$35	\$104	3	50
Maple, Freeman Autumn Fantasy	Yes		\$35	\$105	3	
Oak, Swamp White	Yes		\$35	\$146	5	
Oak, Crimson Spire	Yes		\$35	\$128	5	
Kentucky Coffee Tree, Espresso	Yes		\$35	\$195	4	
Ironwood	Yes		\$35	\$136	5	
Linden, Harvest Gold	Yes		\$35	\$95	4	50
Linden, American Sentry	Yes		\$35	\$108	4	
Amur Cork, Eye Stopper (or male equivalent)	Yes		\$35	\$141	4	

Parameters	
Initial Cost per Unit	\$35
Minimum Units per Species	25
Minimum Units per Contract	50
Lead Time Necessary	Varies by species.
Crop Failure Warranty	Yes
Refund Procedure	Down payment refunded
Grow Report Available Y/N	Yes

Parameters	
Periodic Inspections Allowed Y/N	Yes
Pruning Intervals	Yearly
ANSI Z60.1 Compliant Y/N	Yes
Rejection Criteria	Any tree damaged by digging, shipping, handling or does not comply with ANSI standards.
Refund Procedure	Down Payment refunded if JN1 cannot fulfil obligation due to crop failures, natural disasters, etc.
Low Profile Baskets Y/N	Yes
Natural Twine & Burlap Y/N	Yes
Shipping Cost	Not included
# of Years Vendor Involved in Grow Agreements (History)	4
Sample contract Included Y/N	Yes
References	City of Madison, Marla Eddy 608-266-4450 City of West Bend, Mike Jentsch 262-483-4067