

**VILLAGE OF WINDSOR  
VILLAGE BOARD RESOLUTION 2020-11**

**APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH WACHTEL  
TREE SCIENCE & SERVICE, INC.**

**WHEREAS**, the Village of Windsor has been awarded an Urban Forestry Grant from the Wisconsin DNR, and

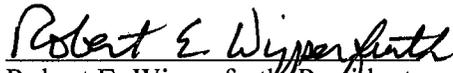
**WHEREAS**, as part of that grant the Village desires to develop a full Public Tree Inventory, an Urban Forestry Management Plan developed, and an Emerald Ash Borer Management Plan; and

**WHEREAS**, the Village staff recommends contracting the services of Wachtel Tree Science & Service, Inc. to assist with those aspects of the Urban Forestry Grant.

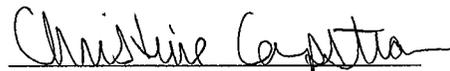
**NOW THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Windsor that it hereby approves the agreement attached hereto as Exhibit A. The Village President, Village Attorney and Staff are authorized to execute the agreement on behalf of the Village.

The above and foregoing Resolution was duly adopted at a regular meeting of the Village Board of the Village of Windsor on February 6, 2020, by a vote of 5 in favor and 0 opposed.

**VILLAGE OF WINDSOR**

  
Robert E. Wipperfurth, President

*Attested by:*

  
Christine Capstran, Clerk

# AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, by and between Wachtel Tree Science & Service, Inc. (**WACHTEL**) and the Village of Windsor (**VILLAGE**), effective upon the date of signature by **VILLAGE** below, to provide professional services as stated herein.

The **VILLAGE** and **WACHTEL** in consideration of their mutual understanding herein, agree in respect of the furnishing of professional services by **WACHTEL** with respect to identified project items and the payment for those services by the **VILLAGE** as set forth below.

## **SCOPE OF SERVICES**

**WACHTEL** will perform the following project items: GIS Street and Park Tree Inventory and Database; Urban Forestry Management Plan; EAB Readiness/Response Plan; as indicated in Exhibit A. **WACHTEL** will utilize contracted services by Baxter & Woodman Consulting Engineers to create a public tree inventory data layer that will be seamless and compatible with the **VILLAGE's** existing GIS System. The project items will be completed and delivered to the **VILLAGE** as indicated in the "TIMELINE" section of this Agreement. There should be no need for added services in accomplishing the project items.

Additional services that may be requested in writing by the **VILLAGE** will be charged on a time and material basis at the following hourly rates:

Project Manager	\$ 145.00
Staff Certified Arborist	\$ 117.00
Clerical Staff Support	\$ 50.00

## **TIMELINE**

**WACHTEL** will complete project items as hereby indicated below unless extenuating circumstances approved by the **VILLAGE** prevent completion in a timely manner.

GIS/Street/Park Tree Inventory and Database – Begin field data collection no sooner than March 1, 2020 with completion by August 31, 2020.

Urban Forestry Management Plan and EAB Readiness/Response Plan – draft submissions by September 25, 2020 and final plans by October 16, 2020.

**VILLAGE** will provide **WACHTEL** with the following information by the dates indicated below:

Village Map – Provide an updated Village street map highlighted with all park and public properties to be inventoried – February 24, 2020

User Login(s) – Provide permission for Baxter and Woodman to create up to (3) temporary user profiles for Wachtel Tree Science ISA Certified Arborists to access and edit the public tree layer in the Village GIS system. User permissions will be cancelled upon completion of the project.

## **BILLING SCHEDULE**

Street and Park Tree Field Inventory – Partial Billing will be invoiced at the following project completion milestones:

- 50% project completion
- Final project payment-Upon completion of public tree inventory field data collection to the reasonable satisfaction of the **VILLAGE**.

Urban Forestry Management Plan – Partial Billing will be invoiced at the following project completion milestones:

- 50% upon submission of draft copy to the **VILLAGE**
- 50% upon submission of final copy to the **VILLAGE** to the reasonable satisfaction of the **VILLAGE**.

EAB Readiness/Response Plan – Partial Billing will be invoiced at the following project completion milestones:

- 50% upon submission of draft copy to the **VILLAGE**
- 50% upon submission of final copy to the **VILLAGE** to the reasonable satisfaction of the **VILLAGE**.

**Fee for GIS Street and Park Tree Inventory -- \$ 12,000.00**

**Fee for Urban Forestry Management Plan – \$ 4,950.00**

**Fee for Emerald Ash Borer Readiness/Response Plan – \$ 3,250.00**

## **PAYMENT**

Payment will be made for fees identified in the “BILLING SCHEDULE” section. Identified fees should be considered as “Not to Exceed”.

## **INSURANCE**

**WACHTEL** will procure and maintain insurance covering claims against **WACHTEL** or the **VILLAGE** under workers' compensation acts in an amount required by the State in which the work is performed; claims against **WACHTEL** or the **VILLAGE** for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages against **WACHTEL** or the **VILLAGE** because of injury to or destruction of property including loss of use resulting there from in the following amounts: Commercial General Liability coverage of \$500,000; General Aggregate; Automobile Liability combined single limit of \$500,000; and Excess Liability, umbrella form in an amount of \$1,000,000, each occurrence and aggregate.

**WACHTEL** will submit to the **VILLAGE** prior to commencing the services current Certificate(s) of Insurance naming **VILLAGE** as additionally insured and will provide updates if requested.

**GENERAL CONSIDERATIONS**

- **WACHTEL** shall indemnify, defend and hold **VILLAGE** harmless from any and all claims and liabilities whatsoever, including, but not limited to, judgments, costs, damages, expenses and reasonable attorneys' fees, in any way arising out of or caused by services provided by **WACHTEL** under this contract.
- Obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof.
- The **VILLAGE** shall retain all ownership and property interest in all documents created pursuant to this Agreement including inventory records, reports, drawings, and specifications prepared or furnished by **WATCHEL** pursuant to this Agreement. This agreement shall be governed and construed in accordance with the laws of the state of WI. It represents the complete understanding with respect to the subject matter thereof and may only be modified in a written agreement signed by both parties.
- Subject to the provisions of Wisconsin's Open Records Law, the **VILLAGE** shall at all times reserve the right to release all information concerning the project, as well as the time, form and content of the information. Within 10 days of request by the **Village**, **WATCHEL** shall provide to the **VILLAGE**, any and all documents in **WATCHEL**'s possession or control pertaining to the work performed pursuant to this Agreement. **WATCHEL** agrees to indemnify the **VILLAGE** and pay any and all costs, expenses (including reasonable attorney fees), fees, and damages incurred by, or assessed against, the **VILLAGE** which arise or result from a failure by **WATCHEL** to timely provide all such documents to the **VILLAGE**. This reservation and indemnity shall survive the expiration or termination of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the month, day, and year written below.

**VILLAGE OF WINDSOR**

Robert Wipperfurth  
Signature

Village President  
Title

2-6-2020  
Date

Address for Giving Notice  
Village of Windsor  
4084 Mueller Rd.  
DeForest, WI 53532

**WACHTEL TREE SCIENCE & SERVICE, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Address for Giving Notice  
Wachtel Tree Science & Service, Inc.  
P.O. Box 716  
Merton, WI 53056-0716

# EXHIBIT A

## GIS/Street/Park Tree Inventory and Database

We will provide a comprehensive physical inventory of existing individual trees and vacant planting sites (for vacant sites that meet the criteria established by the VILLAGE), in the public rights-of-way. We will also inventory all existing trees within closely maintained VILLAGE parks and public properties that have been identified by VILLAGE staff. On these properties, all trees within mowed or maintained areas will be inventoried. Inventory does not include native mass vegetation groupings in undeveloped or forested areas. In the occurrence of forested areas that abut roadways, only trees 8" DBH (stem diameter measured 4.5 feet above ground level) and greater that are within the street r-o-w will be inventoried.

We will utilize field data collection devices using ESRI Collector for ArcGIS. Baxter and Woodman will create a public tree inventory data layer that will be seamless and compatible with the VILLAGE's existing GIS System.

Inventory data collected will include: tree/growth space ID#, inspection date, location (x, y coordinates), species, growth space size, DBH, height class, percent deadwood, condition rating, tree value (Council of Tree and Landscape Appraisers, 7th edition, basic formula method), maintenance need categories, work priority, clearance issues, overhead utilities present, special conditions, and general notes.

Each tree will be located within 5 feet of its actual coordinate location. The VILLAGE will provide a 2017 or newer digital orthophoto file (Mr. SID format, 6" pixel preferred) and shapefiles containing parcels, rights-of-way, pavement edge, structure outlines and corporation limit boundaries. The VILLAGE will also provide a parcel addressing and park naming databases in order for Baxter & Woodman to perform a spatial join after the data is collected. This will provide the VILLAGE with the ability to use collected data for each tree or vacant site location and have it referenced to the nearest street address or named park property in the GIS database.

The VILLAGE will provide a street map highlighting those streets and parks to be inventoried.

In the field "heads-up" digitizing of all tree locations and potential planting sites using existing digital orthophotography and/or GIS layers as reference will be the method of data collection.

This agreement budgets up to 2,100 tree and vacant planting space records along public r-o-w's, parks, and public properties as identified by Village staff. There may be State and County highway routes that pass through the VILLAGE where street tree planting would not be appropriate. A discussion with staff regarding these sites will take place prior to the inventory commencing.

## **Urban Forestry Management Plan**

We will prepare a comprehensive management plan meeting the DNR's minimum requirements. The plan will summarize inventory results including: size class distribution, species frequency, condition, tree value, needed tree maintenance, removals, planting, and percent stocking needed for a five-year planning period. We will solicit from staff, general recommendations on current conditions, problems, and prioritize needed improvements regarding the urban forest in the development of the plan. Long term goals and objectives of the Urban Forestry Management Plan will be determined through solicitation of public input, staff knowledge of the urban forest, and through discussions with the DNR, and other municipalities who have already developed their plans. We will make public, in draft form, an executive summary of the management plan to encourage citizen, staff, committee and council participation and comments.

We will review and evaluate existing VILLAGE ordinances, programs, and procedures to analyze strengths and weaknesses in the existing VILLAGE forestry program, and provide recommendations to improve these programs and procedures. Additionally, we will review and evaluate VILLAGE equipment, staffing, and budgets and recommend any improvements prior to implementing the proposed plan. The plan will include a five-year strategic schedule for pruning, planting, and removing VILLAGE trees, and a phasing period for implementation along with projected budgets. The plan will meet the requirements of the DNR's Technical Guide to Developing Urban Forestry Strategic Plans and Urban Forest Management Plans.

## **EAB Readiness/Response Plan**

1. Establish purpose and scope for the plan. Meet or communicate with VILLAGE staff to develop goals and objectives for the EAB Readiness Plan. The plan will address: steps to be taken before EAB arrives; after it is found in Windsor; the replanting of ash-alternative trees; and lessons learned by communities dealing with EAB.
2. Review policies, budgets, equipment inventory and personnel as to adequacy in managing the ash tree resource. Make recommendations for managing generated wood residues, identifying potential marshalling yards and ash wood utilization possibilities.
3. Incorporate findings from the street tree and park tree inventories into determining current ash population, species diversity and improve on that diversity in the future.
4. Included within the report will be an executive summary to comply with DNR "Guidelines for Municipal Emerald Ash Borer Plans".

## **Committee Meetings**

Upon submission of the draft plans, we will attend a joint meeting between the Public Works Committee and the Parks Commission to present the findings of the inventory, and to discuss the two plans and their implementation. We will submit finalized versions of both plans following input from the Village Staff, Public Works Committee, and Parks Commission.

## **Deliverables**

Data collected within the public tree inventory will be immediately available in real time within the existing Village GIS program.

Electronic copies of the Urban Forestry and EAB Management Plans will be provided.