



CITY OF MANITOWOC

WISCONSIN, USA
www.manitowoc.org

May 10, 2022

TO: Mayor and Common Council

FROM: Board of Public Works

SUBJECT: Agreement with Cretton Enterprises for 2022-2024 Flower Maintenance & Weed Control in various areas throughout the City of Manitowoc

Dear Mayor and Common Council:

At the May 4, 2022 Board of Public Works meeting, the Board met to approve entering into an agreement with Cretton Enterprises for 2022-2024 flower maintenance & weed control in various areas throughout the city of Manitowoc for a contract price of \$17,650.48 for 2022; \$17,248.65 for 2023; and \$17,918.65 for 2024.

"Moved by Alderperson Reckelberg, seconded by Alderperson Vanderkin, to enter into the agreement. Ayes, 7. Nays, none."

Very Truly Yours,

MACKENZIE REED-KADOW
Secretary Board of Public Works

**FLOWER BED MAINTENANCE AND WEED CONTROL SERVICES
AGREEMENT**

THIS AGREEMENT is made effective this 4th day of May, 2022, by and between the CITY OF MANITOWOC, Wisconsin, a municipal corporation, with its principal offices located at 900 Quay Street, Manitowoc, Wisconsin 54220 (“CITY”), and CRETTON ENTERPRISES, INC., a corporation, with its principal offices located at 12536 County Road Q, Two Rivers, Wisconsin, 54241 (“CRETTON”).

WITNESSETH

WHEREAS, the CITY owns several flower beds, landscaped areas, and ball diamond infields within the City of Manitowoc, which require annual and ongoing maintenance including planting flowers in the spring, controlling invasive species throughout the growing season, removing annual flowers and trimming of shrubs in the fall.

WHEREAS, CRETTON to perform additional landscaping work to include additional stone and edging replacement, cleaning and preparation of concrete planters and planting of shrubs/perennials/grasses at City Hall for 2022 only as quoted; and

WHEREAS, CRETTON offers flower bed maintenance and invasive species control services for hire.

NOW THEREFORE, the parties agree as follows:

1. Scope of Work. CRETTON agrees to provide flower bed maintenance and invasive species control services in accordance with the 2022-2024 Flower Maintenance and Weed Control Areas Quote and 2022 City Hall Landscaping Areas Quote, attached hereto and incorporated herein as Exhibit A.
2. Labor and Materials. CRETTON shall furnish all labor, materials and equipment necessary to perform the obligations of this Agreement. CRETTON agents, employees, and officers shall be equipped with a pager and/or cellular telephone so they are accessible as necessary under this Agreement. No CRETTON agent, employee or officer shall spray herbicide pursuant to this Agreement unless said person holds a valid Commercial Pesticide Applicator License issued by the State of Wisconsin.
3. Service Charges. CRETTON shall charge flower bed maintenance services pursuant to this Agreement in accordance with the 2022-2024 Flower Maintenance and Weed Control Areas Quote, attached hereto and incorporated herein as Exhibit A.
4. Payments. CITY shall pay CRETTON within thirty days of receiving the final services bill for the season. Any services provided outside the scope of the 2022-

2024 Flower Maintenance and Weed Control Areas Quote shall be paid within thirty days of receiving the bill from CRETTON.

5. Assignment and Subcontracting. CRETTON shall not assign or subcontract any part of said work unless it has obtained the written approval of the CITY. The CITY shall have complete discretion in withholding or granting said approval.
6. Term and Termination. This Agreement shall extend from the 2019 growing season through the 2021 growing season. Either party may terminate this Agreement with thirty (30) days' written notice to the other party. CITY shall pay CRETTON for all services performed prior to the termination date. All projects in process at time of notice of termination shall be completed within thirty (30) days and no new project may be started once CRETTON receives notice of intent to terminate from the CITY.
7. Notice and Demands. A notice, demand, or other communication under this Agreement by any party to the other party shall be sufficiently given or delivered and deemed delivered as of the date such notice is delivered to the party intended, if it is dispatched by registered or certified mail, postage prepaid, it is delivered by electronic mail, or it is delivered personally and addressed to or personally delivered to:

CITY: City Clerk- Attn: DPI
900 Quay St.
Manitowoc, WI 54220
chall@manitowoc.org

CRETTON: Cretton Enterprises
Attn: Mark Cretton
12536 County Rd Q
Two Rivers, WI 54241
crettonenterprises@yahoo.com

8. Integration. This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder, unless documented in writing and signed by the parties involved.
9. Amendments. This Agreement may only be amended or modified in writing and signed by the parties involved.
10. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.
11. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. All sections or proceedings relating directly or indirectly to this Agreement, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Agreement hereby subject themselves to the jurisdiction of the Manitowoc County Circuit Court.

12. Heading. The section titles have been inserted in this Agreement primarily for convenience and do not define, limit, or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
13. Remedies Cumulative. All rights and remedies hereunder are cumulative and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver, discharge, or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to, or subsequent thereto.
14. Construction. All parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, integration, validity or enforcement of this document or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.
15. Relationship of Parties. Nothing in this Agreement nor any act of the parties shall be deemed or construed to create any relationship of third party beneficiary, of principal or agent of limited or general partners, of joint venture, or of any association whatsoever between the parties hereto.
16. Insurance. CRETTON shall maintain at its own expense, insurance as specified below with a company or companies authorized to do business in the State of Wisconsin. Each policy and certificate shall require a 30-calendar day advance written notice of cancellation, non-renewal or material change in the policy. All coverage required shall apply as primary with the City, its employees and agents named as additional insured as their interests may appear. A certificate of insurance for all required insurance shall be filed with the City when CRETTON signs this Agreement.

INSURANCE

Worker's Compensation
 Worker's Occupational Diseases
 Employer's Liability
 Comprehensive General Liability
 Incl. Contractual Liability
 BI & PD Combined
 Personal Injury
 Products & Completed Operations
 Automotive Liability BI & PD
 Excess Liability Umbrella

LIMITS

Statutory limit
 Statutory limit
 Statutory limit
 \$1,000,000/ Occ.
 \$2,000,00 Gen. Agg.
 \$1,000,000/Occ.
 \$1,000,000 Gen. Agg.
 \$2,000,000 Gen. Agg.
 \$1,000,000
 \$5,000,000/ Occ.


17. Indemnification. CRETTON hereby agrees to hold the CITY, its employees, officials, officers and agents harmless and to indemnify and defend the CITY, its employees, officials and agents against all claims, demands, liabilities, losses, damages and expenses of any kind or nature, on account of any injury, damage to, or death of any person or on account of any damage to any property of any nature arising from, in connection with, caused by or resulting from work performed pursuant to this Contract. CRETTON shall be strictly liable to the CITY for any breach of this covenant by any of its agents, employees, officers and assigns. All indemnification and hold harmless obligations shall survive the expiration of this Agreement.
18. Default. A material breach or default shall include, but not be limited to, the failure of a party to comply with any or all terms, provisions, requirements or covenants under this Agreement. The breaching or defaulting party shall have ten (10) days in which to cure such material breach or default. Failure to cure may result in the non-breaching party or non-defaulting party to choose to terminate this Agreement immediately if they so desire. The parties may agree to a different time period to cure if curing cannot be completed within ten days. The materials breaching party or defaulting party shall be responsible to the other party for any costs and expenses incurred relating to or arising from a material breach or default under this Agreement.

(This portion intentionally left blank)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives as of the date and year first written above.

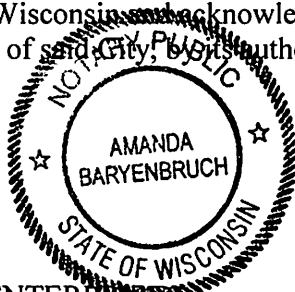
CITY OF MANITWOC


BY: 
Justin Nickels, Mayor

BY: 
Mackenzie Reed-Kadow, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MANITOWOC)

Personally came before me on this 4th day of May, 2022, the above signed Justin Nickels, Mayor, and Mackenzie Reed-Kadow, City Clerk, of the City of Manitowoc, Wisconsin, acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

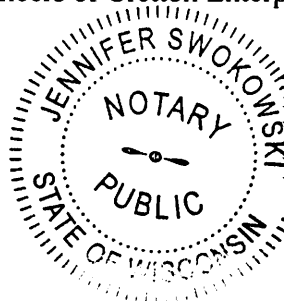




Notary Public
Manitowoc County, Wisconsin
My commission (expires) (is):
September 12, 2025

CRETTON ENTERPRISES
BY: 
Mark Cretton, Owner

STATE OF WISCONSIN)
) ss.
COUNTY OF MANITOWOC)

Personally came before me on this 1st day of April, 2022, the above signed Mark Cretton of Cretton Enterprises, and acknowledged that he executed the foregoing instrument as such Officers of Cretton Enterprises, by its authority.




Notary Public
Manitowoc County, Wisconsin
My commission (expires) (is):
11-26-24

City of Manitowoc - Parks Division

2022-2024 Flower Maintenance & Weed Control Quote

Company Name: CREATION ENTERPRISES

- Please quote each location and year separately.
- Provide a combined total for each year of flower maintenance and weed control.
- Include a separate hourly rate for optional additional work to be done throughout the year.
- All annual flowers will be supplied by a florist/greenhouse and will be purchased by the City. They can be picked up at Evergreen Cemetery, 2221 Michigan Avenue the day/week of planting.
- Quotes must be received by 3:00 p.m. on Wednesday, January 26th, 2022.



Flower Maintenance

Harbor Town - Circular Beds:

- 7 circular beds, each containing about 72 big begonias & 3 purple fountain grass
- These beds will require initial planting around the last week of May, weeding once per month, and removal of annual plants in fall.
- City personnel will do weed control in these beds.

2022: \$ 975.00 2023: \$ 994.50 2024: \$ 994.50

Harbor Town - Arc beds:

- 7 arc beds
- Each year, the beds will require weed control once per month, and cutting of perennials in fall.
- City personnel will do weed control in these beds.

2022: \$ 148.28 2023: \$ 154.85 2024: \$ 154.85

Harbor Town - Medians:

- 4 planted medians in the 4500 to 4600 block of Dewey St
- Spray for weeds once per month. Cutting of perennials in fall.
- Refresh mulch every other year beginning in 2022.

2022: \$ 332.81 2023: \$ 339.50 2024: \$ 339.50

* MULCH 260.00 EACH YR.

Quay St. and S. Lakeview Dr. (Carferry) - Berms:

- 13 landscaped areas from 500 Quay St to 900 S. Lakeview Dr.
- Spray for weeds once per month. Cut in fall.

2022: \$ 805.30 2023: \$ 826.47 2024: \$ 826.47

RECEIVED

JAN 25 2022

CITY OF MANITOWOC
ENGINEERING

26th and Calumet Ave - Medians:

- 2 planted medians at Calumet and S 26th St. Intersection
- Spray for weeds twice per month. Cut in fall.
- Mulch is donated by others. Contractor must work with mulch supplier each year.

2022: \$ 681.78 2023: \$ 695.41 2024: \$ 695.41

Washington Park - Round Beds:

- 6 round beds
- Spray for weeds once per month. Cut in fall.
- Refresh mulch every other year beginning in 2022.

2022: \$ 167.56 2023: \$ 170.91 2024: \$ 170.91
* 200.00 MULCH PER YR.

Silver Creek Park - Main Entrance Bed:

- 1 oval bed
- Spray for weeds once per month. Cut in fall.
- Refresh mulch every other year beginning in 2022.

2022: \$ 104.00 2023: \$ 106.08 2024: \$ 106.08
* 60.00 MULCH PER YR

Lincoln Park - Waldo/Lincoln Blvd entrance:

- 1 oval bed on Lincoln Blvd at Waldo
 - One oval bed on Lincoln Blvd. at Waldo will require weed control once per month, and cutting of perennials in fall.
 - Refresh mulch every other year beginning in 2023.
- 1 rectangle "ZOO" bed on Lincoln Blvd at Oak St., containing about:
 - 760 white/vodka begonias
 - This bed will require initial planting around the last week of May, weed control once per month, and removal of annual plants in fall.

2022: \$ 491.99 2023: \$ 501.83 2024: \$ 501.83
+ 45.00 MULCH PER YR.

Lincoln Park - north side of the tennis courts:

- One bed on the north side of the tennis courts at Lincoln Park will require weed control once per month, and cutting of perennials in fall.
- Refresh mulch every other year beginning in 2023.

2022: \$ 287.76 2023: \$ 293.43 2024: \$ 293.43
* mulch 195.00 PER YR

Lincoln Park Zoo - west entrance:

- Mulch west Zoo entrance annually.
- Cut down/trim plants in fall and dispose of debris.

2022: \$ 4860.00 2023: \$ 4957.20 2024: \$ 4957.20

Department of Public Infrastructure – Operations Facility (2655 S 35th St.):

- Flowerbed by sign on southwest corner of property
- Weed control once per month. Cutting of perennials and removal of annuals in fall.
- Bushes on the west side of the building to be trimmed annually.

Welcome sign on Waldo Blvd. near N. Rapids Rd.:

- Weed control once per month. Cut down/trim plants in fall and dispose of debris.
- Refresh mulch every other year beginning in 2022.

Southwest corner of N 18th & Menasha:

- Weed control once per month.
- Bushes to be trimmed annually.
- Refresh mulch every other year beginning in 2022.

*

2022: \$ 640.00

2023: \$ 652.20

2024: \$ 622.20

* MULCH \$20.00

TOTAL FOR ALL FLOWER MAINTENANCE:

2022: \$ _____

2023: \$ _____

2024: \$ _____

Weed Control

In addition to the flower beds previously mentioned, these areas should be sprayed for weeds once per month or more as requested:

1. Silver Creek Park Fieldhouse landscaping
2. Burger Boat and Shipbuilders Parks on N 8th Street - multiple landscaped and wood chipped areas
3. Garden site at Reed Ave. and Memorial Dr.
4. Lincoln Park Fieldhouse landscaping
5. Landscaped area on the north end of Arlington Ave.
6. Welcome to Manitowoc sign on Waldo Blvd. east of Rapids Rd.
7. Manitowoc sign on Waldo Blvd. west of Rapids Rd.
8. City sign and landscaped area at Custer St. and Clipper Dr.
9. City sign and landscaped area on Dufek Dr. near Menards entrance
10. City sign and flag landscaped area behind Baleigh Industries
11. City sign and landscaped area at Calumet Ave. and I-Tech Dr.
12. City sign and landscaped area at S. 63rd St. and Custer St.
13. City sign and landscaped area at S. 59th St. and Custer St.
14. Landscaping area on the southeast corner of S 9th St. and Franklin St. (cleanup for season before starting weed control)

2022: \$ 1220.00

2023: \$ 1247.40

2024: \$ 1244.40

Areas at the Lincoln Park Zoo should be sprayed for weeds once per month:

- a. West entrance down to Zookeeper area
- b. Around gazebo
- c. Around fish rearing pond area
- d. Around all pens with a **water/salt/vinegar mixture**

Dollar amounts for the Zoo should be listed separately for billing purposes.

2022: \$ 4996.00

2023: \$ 4279.92

2024: \$ 4279.92

The following ball diamond infield areas should be sprayed at the appropriate time during early summer with a "one-time kill application" that will last all summer:

1. Lincoln Park on N. 8th St.
2. Westfield Park on Wollmer St.
3. Halvorsen Park on S 29th St.
4. Rheaume Park on Fleetwood Dr.
5. Red Arrow Park on S 9th St.
6. Citizen Park on N 18th St. – diamonds #2 & #3
7. Miracles Park on S 35th St. – diamond near S. 39th St.

2022: \$ 990.00 2023: \$ 990.00 2024: \$ 990.00

* See City Hall Quote added - weed control every 3 weeks
 cut bushes in fall

TOTAL FOR ALL WEED CONTROL:

2022: \$ 1600 2023: \$ 0 2024: \$ _____

2022 \$810-
 2023 \$810-
 2024 \$810-

COMBINED TOTAL FOR BOTH FLOWER MAINTENANCE & WEED CONTROL:

2022: \$ ~~16840.98~~ 2023: \$ ~~16438.65~~ 2024: \$ ~~17108.65~~
 17,105.48 17,248.65 17,918.65

MRC 4-19-22
 incl. \$810/yr.
 City Hall work

Hourly rate for optional additional landscaping work, such as adding additional mulch, weed control, etc.:

Labor:

2022: \$ 46.00 2023: \$ 48.00 2024: \$ 48.00

Equipment & supplies:

100.00 @ HR TRACTOR / WADDER
 2022: \$ 140.00 @ " 2023: \$ _____ 2024: \$ _____

Signature: M. Curtis Date: 1/20/22

Quotes should be dropped off, e-mailed, faxed, or mailed to:

City of Manitowoc Park Division
 Attn: Curtis Hall
 900 Quay St.
 Manitowoc, WI 54220
 Phone: 920-686-3580
 Fax: 920-686-6525
 E-mail: parksadmin@manitowoc.org

Cretton Enterprises, Inc.

Quote

Mark Cretton
4433 Kuss Road
Two Rivers, WI 54241
(920) 973-4789



City Hall

Quote Submitted To: City of Manitowoc	Phone	Date February 21, 2022
Street	Phone	
City, State, and Zip Code Manitowoc, WI 54220	Job Location	

Work Consisting of:

City Hall West of Entrance

1. Fix Edging
2. Add 1 1/2" Granite
3. Mulch 5 Trees

Total \$909.00 Only For 2022

City Hall East of Entrance

1. Remove Edging
2. Remove Grass
3. Add Grasses/Bushes
4. Add Fabric/Stone

Total \$1,690.00 Only For 2022

City Hall East Side

1. Add 15 Grasses
2. Clean Out ⁵Planters/Add Top Soil - *5 total planters*
3. Add Stone to Existing Beds as Needed

Total \$1,360.00 Only For 2022

City Hall

1. Cut Bushes in Fall
2. Yearly Weed Control Every 3 Weeks May Thru September

Total \$810.00 For 2022/2023/2024