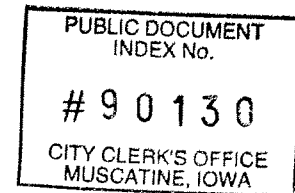


AGREEMENT



THIS AGREEMENT is entered this 28th day of March, 2007, by and between the City of Muscatine, Iowa, hereinafter referred to here as "City" and Kellor and Kellor Landscape, Inc., hereinafter referred to as the "Contractor" for the removal of snow and ice from public sidewalks and the removal of noxious weeds from private property.

1. **TERM.** This agreement shall begin on March 28, 2007, and shall run through March 28, 2009; subject however to termination by either party upon thirty (30) days written notice thereof addressed to the other party at the address indicated therein, and this agreement may be extended by mutual agreement.
2. **DESCRIPTION OF WORK.** The Contractor will remove snow and/or ice from public sidewalks in a manner that will provide safe passage from any and all pedestrian traffic, which may also require treatment with an abrasive substance to prevent falling, at locations as directed by; the City within twenty-four (24) hours of notification and remove noxious weeds or brush from private property in a manner that is acceptable to the City including the removal of excessive accumulation of grass or weed clippings after completion of the work within twenty-four (24) hours after being notified to begin the work by the City. The Contractor will be responsible for providing the necessary equipment, labor and supplies to perform the terms of this agreement. The Contractor shall perform other nuisance abatement activities as required by the City.
3. **INSPECTION AND PAYMENT.** The Contractor shall contact the City immediately upon completion of the work at each location for inspection and if such contact has not been made, the City may deny payment to the Contractor for that particular location. The Contractor shall keep a record of and supply to the City with request of payment, a list of each job done, the amount of time required, the location and person completing the work.
4. **COMPENSATION.** The Contractor shall be paid an hourly rate of see attached schedule, and request for payment shall be made to the City no later than noon on Thursday prior to the first and third Thursdays of each month as the City will make payment pursuant to request and inspection on each Friday afternoon following the first and third Thursdays of each month.
5. **INDEMNIFICATION AND INSURANCE.** The Contractor shall indemnify and hold harmless the City, the City's employees, the loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from arising out of, or incurred by reason of any claims, action, or suits based upon or alleging bodily injury, including death, or property damage rising of or resulting from the Contractor's operation by the Contractor or any subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall obtain liability insurance in an amount not less than \$300,000.00, which shall insure the interest to the Contractor and the City as the same may appear, and shall file with the City a Certificate of such insurance which shall remain in full force and affect for thirty (30) days following the term of the Agreement.

6. **NOTICE.** Any notice provided for in the agreement shall be given to the City in care of the Building Official, Third Floor, City Hall, 215 Sycamore Street, Muscatine, Iowa 52761, Telephone Number (563) 262-4141, and to the Contractor at Kellor and Kellor Landscape, Inc., 1301 Washington Street, Muscatine, Iowa 52761.

Executed in Triplicate at Muscatine, Iowa the date first hereinabove written.



CITY OF MUSCATINE, IOWA

Richard W. Buer
Mayor

ATTEST:

A.J. Johnson
A.J. Johnson, City Clerk

Mark E. Kellor
Kellor & Kellor Landscape, Inc.

3/28/7
Date

March 26, 2007

To: Ken Rogers
City of Muscatine

From: Mike Kellor
Kellor & Kellor & Kellor Landscape, Inc.

Re: Nuisance Abatement Contract for April 2007 – April 2009

Attached is the schedule of fees we will be submitting for the updated contract. All will remain the same except for the basic laborer rate. We are requesting this to be increased to \$24.75. This represents a one percent increase per year since the original contract of April 11, 2003. All other fees will remain the same.

SCHEDULE OF FEES

LABORER (Includes all hand held equipment)	\$24.75
RIDING LAWN MOWER	\$30.80
TRACTOR (With mowing or grading attachment)	\$38.50
SKIDSTEER (With or without attachments)	\$41.25
ONE TON DUMP TRUCK	\$33.00
LARGE SIX YARD DUMP TRUCK	\$38.50

- Transfer Station and Compost Facility fees will be recorded by the job and paid for directly by the city.
- All materials and supplies required to complete each project will be billed at cost plus 15%.

Submitted By:



Michael C. Kellor
President