

**SECOND AMENDMENT TO MOWING SERVICES
AGREEMENT BETWEEN THE CITY OF LA CROSSE
AND GREG FITZSIMMONS**

This Second Amendment is entered into this _____ day of _____, 2015, between the City of La Crosse, Wisconsin, a Wisconsin municipal corporation with offices located at 400 La Crosse Street, La Crosse, WI 54601 (“City”), and Greg Fitzsimmons, with offices located at 2008 22nd Street South, La Crosse, WI 54601 (“Contracting Party”).

Whereas, the City previously entered into a Mowing Services Agreement with Contracting Party which provides for lawn mowing and other services at certain locations at certain times during the year; and,

Whereas, the parties desire to extend the Mowing Services Agreement and amend the terms and conditions as set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

1. **Term.** Pursuant to Provision 4 (“Term”) of the Mowing Services Agreement, the term of the Agreement shall be extended for an additional year through October 31, 2015, unless terminated earlier or extended by mutual agreement of the parties.
2. **Services, Locations and Rates.** The site locations, unit charges, and mowing frequencies in effect at the end of the 2014 mowing season shall remain the same and in effect for the extended term as set forth above. The summary of site locations, unit charges, and mowing frequencies is attached as Exhibit A and is incorporated into this Agreement. Contracting Party understands and agrees that the site locations may be modified by the City from time to time as properties are acquired or sold. City will notify Contracting Party of any modifications to site locations during the mowing season.
3. **Insurance.** Contracting Party shall provide City with evidence of insurance demonstrating, to the City’s satisfaction, Contracting Party’s compliance with the insurance requirements as set forth in the Standard Terms and Conditions included in the Mowing Services Agreement.
4. **Entire Agreement.** This Second Amendment contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. Except as otherwise amended or modified by this Second Amendment, any and all terms and conditions of the Mowing Services Agreement, including the Standard Terms and

Conditions, shall remain in full force and effect. This Agreement shall be amended only by a formal writing executed by both parties.

5. **Governing Law.** This Second Amendment and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.
6. **Severability.** The provisions of this Second Amendment are severable. If any provision or part of this Second Amendment or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day, month and year as set forth above.

CITY OF LA CROSSE:

By: _____
Mayor Tim Kabat
City of La Crosse

CONTRACTING PARTY:

By: _____
Name: _____
Greg Fitzsimmons

SUMMARY OF QUOTATIONS

SOUTH SITES - CONTRACTED MOWING AS OF END OF 2014

SITE	FACILITY	LOCATION	MOWING FREQUENCY	Greg. Fitzsimmons*
1	FARNAM ST SANITARY	1230 28TH ST SO	WEEKLY	\$20.00
2	CLIFFVIEW SANITARY	2165 FARNAM ST	WEEKLY	\$20.00
3	SCHUH SANITARY	2300 CHASE ST	WEEKLY	\$20.00
4	GREEN ISLAND SANITARY	2607 7TH ST SO	WEEKLY	\$15.00
5	SHELBY SANITARY	2832 HOLLY PL	WEEKLY	\$20.00
6	VALLEY BROOK SANITARY	3169 29TH ST CT	WEEKLY	\$20.00
7	GREEN MEADOWS STORM	3512 33RD ST SO	WEEKLY	\$20.00
8	PAMMEL CREEK SANITARY	4626 33RD ST SO	WEEKLY	\$15.00
9	WELL 12	2330 GREEN BAY ST	WEEKLY	\$20.00
10	WELL 22	3220 LOSEY BLVD SO	WEEKLY	\$20.00
11	VACANT LOT	29TH & FAIRCHILD	WEEKLY	\$20.00
12	NAVAL RESERVE - PARTIAL MOWING	2226 GREEN BAY ST	WEEKLY	\$20.00
12a	NAVAL RESERVE - FULL MOWING	2226 GREEN BAY ST	MONTHLY	\$20.00
13	29TH ST & FLORAL LN AREA		WEEKLY	\$20.00
14	FUTURE FIRE STATION SITE	ROESLER CREEKSIDE ADDN.	EVERY TWO WEEKS	\$40.00
15	RETAINAGE POND SITE	PAMMEL CREEK ADDN.	EVERY TWO WEEKS	\$15.00
16	EMPTY LOTS	705-715 CLIFFWOOD LN	WEEKLY	\$20.00
17	GRASSED ISLAND	WEST AVENUE	EVERY TWO WEEKS	\$5.00
18	GRASSED ISLAND	WEST AVENUE	EVERY TWO WEEKS	\$5.00
19	GRASSED ISLAND	WEST AVENUE	EVERY TWO WEEKS	\$5.00
20	GRASSED ISLAND	WEST AVENUE	EVERY TWO WEEKS	\$5.00
21	GRASSED ISLAND	WEST AVENUE	EVERY TWO WEEKS	\$5.00
22	TRAFFIC CIRCLE	20TH & FARNAM STS.	EVERY TWO WEEKS	\$5.00
TOTAL QUOTATION PER MOWING - SOUTH SITES				\$375.00

* COST PER MOWING FOR SITE

MEJ - 02/20/2014