

**The Town of Cedarburg, Wisconsin**

IN THE NAME AND BY THE AUTHORITY OF THE TOWN OF CEDARBURG, WISCONSIN  
**RESOLUTION #2015-7**

"Resolution to Approve an Agreement for the Shared Purchase, Use, and Maintenance of a Two-Ton Hydraulic Asphalt Patcher with the City of Cedarburg"

**WHEREAS**, the Town of Cedarburg is a body corporate and politic within Ozaukee County, Wisconsin;

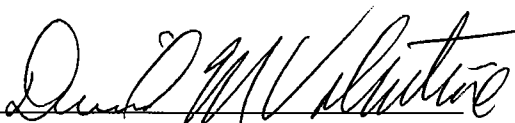
**WHEREAS**, the Town Board of the Town of Cedarburg believes that it is the best interest of the Town to reduce costs and eliminate unnecessary duplication of equipment purchases, and to share specialized pieces of equipment with neighboring municipalities; and

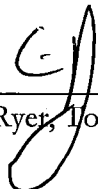
**WHEREAS**, the Town Board recognizes that the Town has a need for a two-ton hydraulic asphalt patcher, and to reduce costs and unnecessary duplication for the Town, that the purchase, use, and maintenance of a two-ton hydraulic asphalt patcher can be shared between the Town and the City of Cedarburg;

**NOW THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Cedarburg, Ozaukee County, Wisconsin, does hereby approve the attached Agreement and that the Town Chairman is authorized to execute the Agreement for the shared purchase, use, and maintenance of a two-ton hydraulic asphalt patcher with the City of Cedarburg, subject to the City of Cedarburg approving the same Agreement, and this Resolution is further subject to the Town Board separately approving the amount of the Town's share to purchase the unit.

This Resolution shall be effective upon its approval and adoption, subject to the above conditions.

Approved and Adopted this 4<sup>th</sup> day of March, 2015.

  
\_\_\_\_\_  
David M. Valentine, Town Chairman

  
\_\_\_\_\_  
Eric Ryer, Town Clerk

## **AGREEMENT**

This Agreement is entered into by and between the Town of Cedarburg, a Wisconsin body corporate and politic, (hereinafter referred to as "The Town of Cedarburg") and the City of Cedarburg, a Wisconsin municipal corporation, (hereinafter referred to as "The City of Cedarburg"), (hereinafter collectively "the municipalities" or individually "the municipality") regarding the shared purchase, use, maintenance and eventual disposal of a two ton hydraulic asphalt patcher by Sherwin Industries, Inc. (model Spaulding RMV Roadsaver) (hereinafter referred to as "the unit"):

### **EXPENSES**

The municipalities shall share equally in all expenses required to purchase the unit. The municipalities shall share equally in routine maintenance expenses, including those recommended by the unit manufacturer to ensure proper performance. The municipalities agree that should the unit become damaged and/or require repair, the municipality responsible for damage, whether while in use or storage, shall be solely liable for payment of any repair expenses. If the damage is due to normal wear and tear it will be the responsibility of both municipalities to repair through shared expenses.

The municipalities individually agree to transfer the unit between each other free of any damage or need for repair. Upon transfer of the unit between municipalities, a joint inspection shall be made by the transferring and receiving municipalities. In the event that unit is damaged or in need of repair, the municipality responsible for the damage shall contact an authorized technician immediately upon discovering the need for repairs/maintenance and shall arrange for such repair/maintenance at the earliest, reasonable convenience of the technician and municipality.

### **SHARED USE**

The municipalities agree to cooperate and coordinate the times when each shall use the unit. A municipality may reserve use of the unit for one week periods. A municipality may continue use of the unit beyond their reserved time until a timely, "request for use" is made by another municipality. The municipalities agree that the unit is for the exclusive use of the municipalities stated herein. Use of the unit by any other entity not party to this agreement shall be prohibited unless the municipalities jointly agree to allow use by another entity for a limited time.

In the event of an emergency, a municipality needing the unit for that emergency use shall coordinate obtaining the unit from the municipality that has the unit in its possession. Following the emergency use, the unit shall be promptly returned to the municipality that had reserved it for the routine work. The municipalities agree to cooperate to allow for emergency use to take priority over reserved time for routine work.

### STORAGE

The Town of Cedarburg shall provide inside storage for the unit during periods of non-scheduled use of the unit. The City of Cedarburg shall be responsible for pick-up and return of the unit to the Town of Cedarburg Public Works storage facility. Each municipality shall insure the unit sufficiently to provide for full replacement of the equipment in the event of damage during use or storage.

### DISPOSITION

Should the municipalities wish to dispose of the unit they shall cooperatively act to obtain the highest resale price. Proceeds, less any sales expenses, shall be equally divided and distributed between the municipalities.

### ASSIGNABILITY

A municipality's rights and responsibilities under this agreement are not reassignable without the written agreement of the other municipality.

### AMENDMENTS

Any amendments to this agreement shall be in writing and agreed to by all parties.

### LIQUIDATED DAMAGES

If any party to this agreement wishes to withdraw from its obligations and responsibilities under this agreement, that withdrawing party shall waive and otherwise surrender any interest the surrendering party may have in the unit. Said surrender of ownership interest shall be as liquidated damages and no party to this agreement shall have any other rights hereunder against the others save for reimbursement of any expenses incurred pursuant to this agreement prior to a party's withdrawal from this agreement.

### TERM


The term of this agreement shall be until March 1, 2020, or the life of the unit whichever comes first.

### SEVERABILITY

Should any section of this agreement be found to be invalid, in applicable, illegal, or unenforceable, it shall be struck from this agreement without disturbing the remaining sections or their intent.

WHEREFORE the Town of Cedarburg and the City of Cedarburg by the undersigned, duly authorized representatives agree to be bound to the terms of this agreement.

TOWN OF CEDARBURG

By:   
David Valentine  
Chairman

Date: 3-4-15

CITY OF CEDARBURG

By: \_\_\_\_\_  
Kip Kinzel  
Mayor

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