

The Town of Cedarburg, Wisconsin

IN THE NAME AND BY THE AUTHORITY OF THE TOWN OF CEDARBURG, WISCONSIN

RESOLUTION #2016-5

SHARED SERVICES AGREEMENT FOR THE CEDARBURG SWIMMING POOL BETWEEN THE CITY AND TOWN OF CEDARBURG

A. INTENT

The Town of Cedarburg and the City of Cedarburg, Wisconsin agree to share the costs of providing a public swimming pool with the goal in mind of cost effective government. Per this agreement, the Town and City agree to continue the practice of an identical fee structure for the use of the Cedarburg swimming pool for residents of both the Town and the City.

B. AGREEMENT

1. Capital Costs – The Town will provide monetary support for capital costs at the pool facility; the percentage share shall be the same percentage as the operating costs share as calculated in 2.(a) below. It is understood that capital costs consist of engineering, construction and equipment costs with a useful life of five years or more and which involve amounts more than \$10,000.

The Town and City will consider and shall require prior approval for any financial commitments for future capital expenditures at the pool facility on a project by project basis.

2. Operating Costs – The Town will also provide monetary support for the operating budget should expenditures exceed revenues to the extent outlined below. It is understood by the parties involved that the operations budget shall consist of day to day operating costs including insurance costs, and does not include any capital expenditures, or costs associated with capital expenditures. The Town's share of operating cost deficits shall be based on actual usage of the pool by Town residents versus total City and Town usage of the pool.

- (a) Should total expenditures exceed revenues (including pool facility and concession revenues), the deficit share between the Town and City shall be determined as follows:

Each year, lesson and season pass purchases by Town and City residents will be totaled. Each municipality's percent of total pass purchases will be equal to the municipality's deficit share.

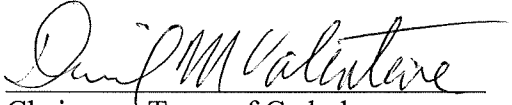
For usage determination purposes, one season pass will equal three (3) swim lesson registrations.

The percentage share of each municipality shall be determined by the preceding year's pass purchases and swim lesson registrations as noted above.

- (b) In the event revenues exceed expenditures, it is agreed that the Town will share in all excess revenues that the City receives related to the pool facility at the same percentages that reflect usage for the season in which revenues were received with percentages calculated as noted above.
 - (c) The City shall send an estimated bill to the Town for operating deficit if appropriate as established above, at the end of December each year with the final billing in March after the annual audit is complete. Supporting documentation shall accompany billings consisting of the total number of passes and swim lesson registrations.
3. A joint City Council and Town Board budget meeting will be held at the end of the 2016 pool season.
 4. INSURANCE – In connection with the foregoing operations, it is agreed that the Town of Cedarburg shall be named as an additional insured on all policies of insurance issued in connection with said operations, including but not limited to comprehensive general liability. This agreement is not a joint venture between the City and Town and shall not be construed as such.
 5. TERM OF AGREEMENT – The term of this agreement shall be from January 1, 2016 to December 31, 2016 (1 year).

Mayor, City of Cedarburg

Date



Chairman, Town of Cedarburg

2-10-2016

Date