

Appendix Q
Lisbon-Merton Winter Services Contract

**INTER-MUNICIPAL AGREEMENT FOR SNOWPLOWING AND ICE CONTROL
SERVICES**

This Inter-Municipal Agreement ("Agreement") is entered into this 12th day of December, 2016 between the Town of Lisbon ("Town") and the Village Merton ("Village"), pursuant to Wisconsin Statute 66.0301.

RECITALS

WHEREAS, the Town is a municipal corporation formed under the laws of the State of Wisconsin and located in Waukesha County in the State of Wisconsin; and

WHEREAS, the Village is a municipal corporation formed under the laws of the State of Wisconsin and is located in Waukesha County in the State of Wisconsin; and

WHEREAS, the Village is interested in having the Town provide salting and snow plowing services for local, public streets in the Village over which it has jurisdiction; and

WHEREAS, subject to the provisions of this Agreement, the Town is willing to provide the services the Village seeks.

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements that follow, the Town and the Village hereby agree as follows:

1. Obligations of the Village.

- a. The Village shall pay all invoices issued by the Town for services provided under the terms of this Agreement within thirty days of the date of the invoice. If payment is not received by the Town within 30 days of the date of the invoice, interest charges shall be incurred at a rate of ten percent (10%) per annum on any outstanding balance due.
- b. The Village will provide the Town of Lisbon a certificate of insurance for all applicable insurance policies.

2. Obligations of the Town.

- a. The Town shall salt and plow the local public streets under the jurisdiction of the Village according to the same schedule and in the same manner as it currently provides for local public streets under the jurisdiction of the Town.
- b. All aspects of the services the Town provides under this Agreement, including but not limited to, frequency, timing, staffing, level of service and equipment used, shall be at the discretion of the Town, so long as the services provided are on the same schedule and at the same level of service as those provided by the Town for local public streets under its jurisdiction.
- c. The Town shall invoice the Village for the cost of the services provided under this Agreement in accordance with the following schedule:

Labor: \$67.63 per hour per person

Fuel: Gross cost per gallon plus 5%

Salt: Actual cost per ton plus 15% for storage

Equipment: Annual vehicle charge of \$50,400 due November 1 of each year.

Labor and equipment charges shall increase annually at the same percentage increase in the Consumer Price Index for Wisconsin, but in no case less than 2%. The annual increase shall be a compounding percentage rate increase year over year.

Salt handling shall be billed as a proportion of the total cost of handling salt that is attributable to the Village based upon total salt tonnage. (For 2011-2012, the Town 2,400 ton, the Village 450 ton, yielding a proportion of $450/2,850 = 15.7\%$ of cost attributed to the Village).

- d. The Town shall invoice the Village for six annual lump sum payments of \$10,000, equaling a total of \$60,000, to be used for a new salt storage facility in the Town. Payments will be due to the Town by November 1 of each year beginning in 2017 and ending in 2022.

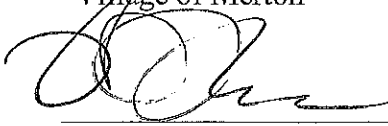
In the event the Town does not construct a salt storage facility within the life of this contract, any of the six lump sum payments of \$10,000, equaling \$60,000, shall be returned in full to the Village.

- e. Hauling of snow from downtown can be provided upon request from the Village and will be billed at \$60.00 per hour per person for labor.

Equipment:	Loader	\$85.00 per hour
	Skid steer Loader	\$45.00 per hour
	1 Ton Dump Truck	\$45.00 per hour

3. **Term.** This Agreement is for a ten year period commencing November 1, 2016 and terminating April 30, 2026. The Agreement can be extended year to year by written consent of the Village and Town.
4. **Default.** The failure of either party to perform any obligation under this Agreement shall be considered a default. If a default occurs, the defaulting party shall have 30 days from receipt of written notice of default to cure the default. Failure to cure the default may be grounds to terminate the Agreement for cause. The written Notice of Termination for cause under this Agreement shall be given to the respective Village and Town Clerk.
5. **Effective Date.** This Agreement shall become effective on the date it is approved by the Village Board and Town Board, whichever is later.

Village of Merton



Ronald Reinowski, President

Date: 12/27/16



Tom Nelson, Clerk

Date: 12-27-16

Town of Lisbon

_____ Date: _____
Joseph Osterman, Chairman

_____ Date: _____
Matthew Janecke, Administrator/Clerk