



Preserving Yesterday's Heritage for Tomorrow.

1293 Washington Avenue
Cedarburg, Wisconsin 53012-9304

September 18, 2009

Common Council:

The Town Board has asked me to forward the attached shared service agreement and following message. We are, unfortunately, faced with the October 7th deadline set by the County on the County Library Tax, so we must ask for your reply (hopefully a favorable one) by Friday, October 2nd. Without your response, the Town Board will have no choice but to select the County Library Tax.

The Town's proposal for shared services reflects not only today's challenging economy but also a more equitable means of funding these services. In essence, our proposal calls for a user pays system where only those that wish to participate in the programs will be responsible for their costs. Therefore, City and Town residents that do not use these services will no longer subsidize the use of others. The Town's proposal also does away with the divisive practices of labeling our youth either resident or non-resident and giving special benefits to some and not others. We are all neighbors within a greater community. Let us not forget that most recreation activity occurs on Cedarburg School District property where we all contribute equally through our property taxes.

The coming years will likely pose significant budget challenges for all local governments, making a user pays system a more fiscally responsible approach. When the Town develops the Sports Complex, we will use the same type of system, which will benefit both Town and City residents. Our proposal benefits the City through a reduction in administrative time and costs because tabulating quarterly residency reports for senior center and recreation activities will no longer be necessary. Obviously, the Town's continued participation in a Joint Library is also financially advantageous for City residents.

Thank you for your time and consideration.

Sincerely,

Jim Culotta
Town Administrator

**SHARED SERVICE AGREEMENT BETWEEN THE
CITY AND TOWN OF CEDARBURG**

WHEREAS, the Town of Cedarburg (“Town”) and the City of Cedarburg (“City”) are neighboring municipal corporations organized and existing under the laws of the State of Wisconsin; and,

WHEREAS, the Town and the City have previously entered into agreements to share certain services for the Senior Adult Center, Parks and Recreation and Joint Library (the “Cedarburg City and Town Shared Service Agreement” dated November 29, 2004); and,

WHEREAS, the Agreement for the Senior Adult Center, Parks and Recreation and Joint Library is set to expire at the end of 2009; and

WHEREAS, pursuant to the current Agreement the Town and City own and fund a joint library pursuant to the November 29, 2004 Agreement, and

WHEREAS, the City shall be constructing a new library within the City, to be solely owned by the City; and

WHEREAS, the Town and City believe that a new Agreement for joint services will be beneficial for both municipalities and their citizens.

NOW THEREFORE, the Town of Cedarburg and the City of Cedarburg enter into the following Agreement as authorized by §66.0301, Stats., to provide for shared services associated with the Parks and Recreation herein “Recreation”, Senior Adult Center, and Library Services.

I. SENIOR CENTER & RECREATION

A. Programs

The City currently operates a Senior Center and a Park and Recreation program. The Town is in the process of developing its own Park and Recreation program as part of the development and use of the new regional Town Park to be located upon the Prochnow lands. Although the City and Town shall be responsible for their respective Park and Recreation programs, the residents of each municipality shall be treated equally with respect to participation in all programs of either municipality. Town residents shall be treated equally with respect to participation in all Senior Center programs.

B. Real Property

The City and Town shall continue to individually own all respective real property, buildings and fixtures located within their respective jurisdictions.

C. Personal Property and Equipment

The City and Town shall individually own all personal property and equipment purchased by each regardless of use in their respective programs.

D. Maintenance

The Town and City shall be solely responsible for providing reasonable and routine maintenance of their respective park facilities. Maintenance of parks includes: cutting of grass; dragging and shaping softball and baseball diamonds; adding ball diamond mix and beach sand; placing backstops and other picnic/recreation furniture/equipment; marking play fields; cutting brush and trimming trees; solid waste collection and disposal; cleaning of recreation buildings, including bathrooms; reseeding and sodding of damaged park areas; spraying weeds and trees, and fertilizing; minor repair of buildings and equipment; snow removal of parking lots and sidewalks; maintenance of park equipment; and, maintenance of park maintenance equipment. Maintenance of parks does not include major repairs or building construction/reconstruction.

E. Insurance

In connection with all Park and Recreation services and programs, the Town shall be named as an additional insured on all City insurance policies and the City shall be named as an additional insured on all Town insurance policies.

F. Operating & Capital Costs

Operating Costs for Senior Center and Recreation services shall be satisfied by the user fee collected upon registration for each program or service. The Town shall not subsidize any operating or capital costs associated with these City programs.

G. Eligibility

Town residents shall have equal status and eligibility as City residents for Senior Center and Recreation services. Town and City residents shall have an identical fee schedule.

H. Leisure Services Commission

Town shall retain two representatives and one alternate on the Leisure Services Commission for the sole purpose of oversight of the Cedarburg Pool. Appointment of Town citizens shall be made by the Town Board. All Town appointees shall have equal powers and duties as City appointees as it pertains to Cedarburg Pool related issues.

II. NO STATUTORY ENTITY CREATED

This Agreement does not establish a Board of Park Commissioners or a Town Park Commission under §§27.08, 27.13 or 60.66, Stats.

III. LIBRARY SERVICES

A. Joint Library Board

The City and the Town have adopted ordinances creating a Joint Library Board, pursuant to Chapter 43.53 and Sec. 66.0301 of the Wisconsin Statutes. The Joint Library Board shall be responsible for the operations of the new library and shall operate under the authority of Chapter 43.58, Wis. Stats. Membership on the Joint Library Board shall be consistent with Chapter 43.53(2), which calls for representation based upon the populations of the participating municipalities, as shown by the most recent federal census. Representatives of the Town shall be appointed by the Cedarburg Town Chair, subject to confirmation of the Town Board. Representatives of the City shall be appointed by the City of Cedarburg Mayor, subject to confirmation by the City Council. No more than one member from each municipality shall be an elected official. One additional member shall be nominated by the Superintendent of the Cedarburg School District and appointed subject to confirmation of the City Council and Town Board.

The terms of office for the citizen appointees shall be three years from May 1 of the year of appointment. Appointments shall be for staggered terms to provide for continuity of the board in accordance with Section 43.54(1)(b), Wis. Stats.

The Joint Library Board members shall elect a Chair, Treasurer, and Secretary for a one-year term annually in the month of May. Officers will serve for one year, but may be re-nominated and reelected each year and may serve not more than two consecutive 1-year terms. Vacancies in office shall be filled by election at the next regular meeting of the Board after the vacancy occurs. The Chair shall preside at all meetings, appoint all committees, sign documents, call special meetings, decide all points of order and generally perform the duties of the presiding officer. The Treasurer shall have maintenance of the library funds and income, and shall sign checks on the account on the authorization of the Board. The Secretary shall keep a true and accurate account of all proceedings of the Board meetings; shall have the custody of the minutes and other records of the Board; and shall notify the appointing body of vacancies on the Board.

B. Staffing

The Joint Library Board shall be responsible for hiring, firing and discipline of all library employees. The Board shall select and hire a librarian who is eligible for certification by the Division of Library Services to serve as Library Director. Said person shall be responsible for the day-to-day administration of the library, under direction of the Joint Library Board, in accordance with the Joint Library plan and federal and state law. The employees of the Joint Library shall be considered employees of the City of Cedarburg for payroll and benefit purposes.

C. Town Contribution to Operating Expenses

Unless the Town Board authorizes additional contribution, the Town's annual contribution to the Joint Library budget shall be in an amount equal to that required to maintain the exemption from the County Library Tax. The City shall invoice the Town quarterly in an amount no greater than 25% of the Town's annual contribution.

IV. DISPUTE RESOLUTION

A. Informal Resolution

If disputes arise between the City and Town relating to this Agreement, the Common Council and Town Board shall meet and attempt to resolve the differences. If the governing bodies cannot agree, each shall appoint two Members to an ad hoc Conference Committee. The Conference Committee shall meet in an attempt to resolve the dispute. A majority vote of the Conference Committee is required to resolve any disputed items. The decision of the Conference Committee shall be binding upon the Common Council and the Town Board.

V. TERM

This Agreement shall commence effective on January 1, 2010 and continue for a term of 10 years and then be automatically renewed for 5-year terms unless terminated as outlined elsewhere in the Agreement. In the event Ozaukee County abolishes the public library system, or upon repeal of minimum budgetary requirements by state statute, or upon any change to state or local laws that in the Town's opinion materially changes the Town's annual contribution, the Town may terminate participation in the Joint Library at the end of the current budget year.

VI. PRIOR AGREEMENTS

This Agreement supersedes and replaces the January 1, 2005 Cedarburg City and Town Shared Services Agreement.

VII. GENERAL PROVISIONS

A. Other Agreements.

Except as specifically provided herein, this Agreement does not supersede other contracts, agreements or memoranda of understanding between the parties.

B. No Waiver.

The failure of either party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or of any of the rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party.

C. Breach

No breach or violation of any of the terms of this Agreement shall operate to void or terminate this Agreement, it being the intent of the parties that any such breach or violation shall only be redressed, enjoined, or otherwise remedied by the exercise of any lawful, contractual enforcement remedies then available to be utilized by the aggrieved party to enforce the terms of the Agreement.

D. Performance Standard.

The parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the consent or approval shall not be unreasonably withheld.

E. Construction.

This Agreement shall be liberally construed to accomplish its intended purposes. The parties acknowledge that the language contained in this Agreement is the product of both parties; therefore, ambiguities shall not be construed against the drafter of this document. This Agreement should be construed to give a reasonable meaning to each of its provisions, and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.

F. Enforceability

The enforceability of this Agreement will not be affected by statutory amendments, changes in the forms of village or town government, or changes in elected officials. The parties agree that this Agreement is binding on their respective successors, agents and employees.

G. Severability

The provisions of this Agreement are declared to be severable. If any section or portion thereof shall be declared by a decision of a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of all other provisions, sections or portions thereof of this Agreement which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers:

TOWN OF CEDARBURG:

Dated this ____ day of _____ 2009.

Dave Valentine, Chairman

Attest: _____
Dawn Priddy, Clerk

CITY OF CEDARBURG:

Dated this ____ day of _____ 2009.

Gregory P. Myers, Mayor

Attest: _____
Constance McHugh, Clerk