



Meeting Date: 2/14/2010
Agenda Item: #6h

Mission Statement
Provide quality services in a modern, courteous and cost-efficient manner.

VILLAGE BOARD MEETING STAFF REPORT

REPORT TO: President Burt McIntyre & Village Board of Trustees **REVIEWED BY:**
REPORT FROM: Geoffrey S. Farr, PE, Director of Public Works 
AGENDA ITEM: Review and take action on Turf Maintenance Agreement with Howard-Suamico School District
ACTION REQUESTED: ___Ordinance ___Resolution XMotion ___Receive/File

POLICY ISSUE

Does the Village Board wish to renew the Turf Maintenance Agreement with the Howard – Suamico School District for lawn mowing services? The current three-year agreement expired on December 31, 2010.

RECOMMENDED ACTION BY VILLAGE BOARD

Village staff recommends the Village Board approve the renewal of the Cooperative Turf Maintenance Agreement between the Village of Howard and the Howard – Suamico School District (HSSD) for the next three years, 2011-2013, for lawn mowing services.

If the Village Board were in favor of this policy action, the following motion may be made:

“Motion to approve the Cooperative Turf Maintenance Agreement between the Village of Howard and the Howard – Suamico School District (HSSD) for the next three years, 2011-2013, for lawn mowing services”.

POLICY ALTERNATIVE(S)

The Village Board could take the following actions:

- Approve the agreement
- Table the item and request additional information.
- Not renew the cooperative turf maintenance agreement with HSSD.
- Renew the cooperative turf maintenance agreement with changes directed by the Board.

POLICY REFERENCE

Wisconsin Statutes: § 66.3
Howard Municipal Code: N/A
Policies & Procedure Manual: N/A

STRATEGIC PLAN RELEVANCE:

Economic Vitality:	<u>N/A</u>
Accountable/Efficient Gov't:	<u>Yes</u>
Enhance Gov't Partnerships:	<u>Yes</u>
Environmentally Friendly:	<u>N/A</u>

STRATEGIC PLAN SYNOPSIS:

Working in partnership with another community entity to efficiently utilize staff and equipment for maintenance needs.

KEY METRIC SYNOPSIS

Utilize cooperative agreements with community organizations and businesses for efficient use of Village staff and operations. Track maintenance time and material on HSSD properties and invoice back at the end of the season.

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|---------------------|
| 1. Is There A Fiscal Impact? | <u>No</u> |
| 2. Is it Currently Budgeted? | <u>Yes</u> |
| 3. If Budgeted, Which Line? | <u>Street Dept.</u> |

FISCAL SYNOPSIS:

Track maintenance time and material on HSSD properties utilizing current staff and equipment and invoice the district at the end of the season.

PRIOR ACTION/REVIEW

April 9, 2008: The Village Board approved the most recent three-year cooperative agreement with the Howard-Suamico School District.

BACKGROUND INFORMATION

The Village Board had approved this agreement with HSSD for the previous three years. The current agreement expired on December 31, 2010.

The Village of Howard has provided lawn mowing services to the Howard-Suamico School District at select school sites since 1996. School properties are mowed with seasonal staff from April 15 to October 15. Staff cuts the turf grass at these school facilities utilizing the Village's two larger turf mowers - the 11-foot deck and 16-foot deck machines. The total time for these two units to perform the mowing at the school properties is equivalent to less than one full day per week.

The HSSD is invoiced for labor, equipment, fuel, and other costs associated with the program as outlined in the agreement. Historically, the contract for mowing service with the school district has been a valuable tool for both the Village and HSSD.

ATTACHED INFORMATION

- I. Cooperative Agreement for Lawn Mowing Services with Howard-Suamico School District
COOPERATIVE AGREEMENT BETWEEN THE VILLAGE OF HOWARD

AND THE HOWARD-SUAMICO SCHOOL DISTRICT
PURSUANT TO SECTION 66.30 WIS. STATS.
FOR LAWN MOWING SERVICES

For the good and valuable consideration, including the mutual covenants contained herein, the Village of Howard and the Board of Education for the Howard-Suamico School District do hereby enter into the following contract pursuant to Sec. 66.30, Wis. Stats.

1. INTENT. The intent of this Agreement is to set forth the responsibility of the parties for the lawn mowing services furnished by the Village to the District.
2. DEFINITIONS. For the purposes of this Agreement, the following terms shall be defined as follows.
 - A. The term "Village" shall mean Village of Howard.
 - B. The term "District" shall mean the Howard-Suamico School District.
 - C. The term "Lawn Mower" shall mean any of the lawn mowers owned by the Village.
3. VILLAGE RESPONSIBILITY. During the term of this Agreement the Village shall have the following responsibilities:
 - A. The Village shall maintain a lawn mower.
 - B. The Village will mow the following school properties:
 - Bay View Middle School (excluding the football field, practice field, baseball field)
 - Lineville Intermediate
 - Forest Glen School
 - Howard Elementary
 - Meadowbrook ElementaryAnd mowing areas will be defined by mutual agreement of the parties.
 - C. The Village shall carry comprehensive property and liability insurance for the lawn mower and operations.
 - D. (1) On an annual basis in November of each year of the Agreement for which the Village renders mowing services to the District, the Village will bill the District an hourly rate multiplied by the number of mowing hours in the calendar year for mowing the District property plus ½ the actual cost of fuel, repairs and maintenance for the lawn mower. The Village will determine the hourly rate to be equivalent to the following:
 - (2) Hourly rate of laborer used for mowing (rate in 2011 is between \$9.50 for part-time personnel and approximately \$23.74 for full-time personnel), plus fringe benefits of laborer, plus hourly rate for the lawn mower, plus a mobilization cost of \$10 for each daily occurrence of mowing. The Village intends to use the part-time personnel for mowing and will only use full-time personnel when part-time is unavailable.

(3) Hourly rate for lawn mower will be determined by utilizing a depreciation factor calculated by taking the cost of equipment used divided by estimated 5 year life, divided by 1,040 hours.

(4) Village agrees to provide the detailed calculation of hourly rate of laborer and hourly rate of lawn mower to the district as a supplemental page of the annual bill.

4. DISTRICT RESPONSIBILITY. The District shall have the following responsibilities:
 - A. The District will make payment to the Village within thirty (30) days the annual billings for the lawn services calculated in 3(D)(1).
 - B. The District will allow the Village access to the properties listed in section 3(B).
5. GOVERNING LAW. This shall be construed in accordance with the laws of the State of Wisconsin.
6. MODIFICATIONS. This Agreement may be amended or modified only by written instrument duly executed by the parties.
7. NOTICES. Any notice required hereunder shall be given in writing signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested to the parties' respective addresses as set forth below.

TO THE VILLAGE:

Village of Howard
ATTN: Geoff Farr
P.O. Box 12207
Green Bay, WI 54307-2207

TO THE DISTRICT:

Howard-Suamico School District
ATTN: Betty M. Zimdars
2700 Lineville Road
Green Bay, WI 54313

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which shall be deemed an original.
9. BENEFIT, BINDING EFFECT. This Agreement shall incur to the benefit of and be binding upon the parties hereto, provided, however, that a party's interest in this Agreement may not be assigned or transferred voluntarily, involuntarily or be operation of law without the prior written consent of the other party.
10. TERM. This Agreement shall cover the mowing for calendar years 2011, 2012, and 2013 and remain in full effect through December 31, 2013. This Agreement may be terminated at an earlier date by mutual agreement of the parties whereby the Village would prepare, within 30 days, a bill for any services rendered to date for the District and the District would pay for such bill within 30 days. This Agreement understands the Village has been performing duties of the contract prior to formal adoption of the contract and that such services are hereby made part of this Agreement.

VILLAGE OF HOWARD

Dated this ____ day of _____, 2011.

Burt McIntyre,
Village President

Robert Bartelt,
Interim Village Administrator

HOWARD-SUAMICO SCHOOL DISTRICT

Dated this ____ day of _____, 2011.

Betty M. Zimdars,
Director of Business Services