

C: Paul Ziebler
Jerry Brandenburg

STANDING COMMITTEES OF THE
CITY OF WEST ALLIS COMMON COUNCIL
2004

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Vice-Chair: Martin J. Weigel
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Vice-Chair: Linda A. Dobrowski
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Chair: Rosalie L. Reinke
Vice-Chair: Gary T. Barczak
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Martin J. Weigel



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2004-0300

Final Action:

OCT 05 2004

Resolution relative to an agreement between the City of West Allis and the Village of Greendale regarding rental of weights and measures equipment.

WHEREAS, Greendale desires to rent from West Allis certain weights and measures equipment; and,

WHEREAS, West Allis is willing to rent said equipment to Greendale; and,

WHEREAS, Section 66.0301 and 251.09 of the Wisconsin Statutes authorizes cities to enter into intergovernmental cooperation agreements.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached Agreement be and is hereby approved.

BE IT FURTHER RESOLVED that the proper City Officials are authorized and directed to execute said Agreement on behalf of the City.

ADM\ORDRES\ADMR263

ADOPTED

October 5, 2004

Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

October 8, 2004

Jeannette Bell, Mayor

AGREEMENT FOR
RENTAL OF WEIGHTS AND MEASURES EQUIPMENT

This agreement made this 1st day of October, 2004 by and between the VILLAGE OF GREENDALE ("Greendale") and the CITY OF WEST ALLIS ("West Allis"), both municipal corporations located in Milwaukee County, Wisconsin.

Greendale and West Allis hereby mutually agree as follows:

Section 1. Description of Rental Items. West Allis shall rent certain weights and measures equipment to Greendale, as specified on Attachment A.

Section 2. Certification. Every two years, West Allis will recertify said equipment with the State of Wisconsin Department of Agriculture, Trade and Consumer Protection.

Section 3. Compensation. Greendale will pay to West Allis an annual fee of three hundred dollars (\$300.00) for the rental of the weights and measures equipment under this Agreement. The fee is due and payable on the first of October for the term of this Agreement and any renewal thereof. Failure to timely pay the annual fee shall constitute a default. Upon such failure to pay, notice shall be sent to Greendale requesting payment within 15 days. Failure to pay thereafter constitutes grounds for immediate termination of this agreement upon written notice.

Section 4. Term.

A. The term of this Agreement shall be from October 1, 2004 to September 30, 2005, unless sooner terminated as herein provided.

B. This Agreement will be automatically renewed for one-year periods from October 1 through September 30 of each successive year unless written notice of termination is given by one party to the other prior to August 1 of any year. The parties shall confer on this Agreement each year on or about June 1 to review the terms and the fee provided for in this Agreement.

Section 5. Damage, Repair, Replacement. Other than normal wear and tear on said weights and measures equipment, Greendale shall be responsible for any damage, repair, and replacement of said equipment while in its use by its employees or agents.

Section 6. Indemnity. Greendale agrees to indemnify and save harmless West Allis, its officers, agents, and employees, from all claims damages, suits and actions of any kind or nature occasioned directly or indirectly by the execution or performance by West Allis of this Agreement, including, without limitation, damages, court costs, attorney fees and defense costs, while conducting its weights and measures activities.

Section 7. Notice. Notice shall mean in writing by certified mail to:

West Allis: Person: Health Commissioner


Address: 7120 W. National Avenue, West Allis WI 53214

Greendale: Person: Village Manager


Address: 6500 Northway, Greendale WI 53129

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VILLAGE OF GREENDALE

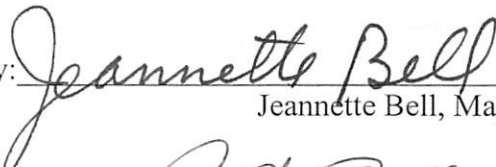
By: 

, Village President

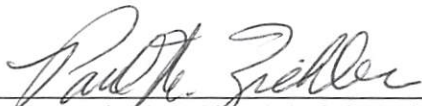
Attest: 

, Village Clerk

CITY OF WEST ALLIS

By: 

Jeannette Bell, Mayor

Attest: 

Paul M. Ziehler, City Administrative
Officer, Clerk/Treasurer

ATTACHMENT A

WEIGHTS AND MEASURES AGREEMENT

1. Glassware

0.5 pint
1.0 pint
1.0 quart
0.5 gallon
250 ml.
500 ml.
1,000 ml.

2. Gas Pumps

5 gallon (2)
cart
funnel

3. Electronic Scale

4. Weights

30 lb. test kit
02 test kit
Gram wts. (2 kg-mg)
25 lb. wts.
50 lb. wts.