

LAKEVIEW SCHOOL CROSSING GUARD AGREEMENT

This Lakeview School Crossing Guard Agreement (“Agreement”) entered into this _____ day of December, 2013 by and between the City of Neenah, a Wisconsin municipal corporation with offices at 211 Walnut Street, Neenah, WI 54956 (the “City”); the Town of Neenah, a Wisconsin municipal corporation with offices at 1600 Breezewood Ln., Neenah, WI 54956 (“Town”) and the Neenah Joint School District, a Wisconsin municipal corporation with offices at 410 South Commercial Street, Neenah, WI 54956 (“NJSD”).

WITNESSETH

WHEREAS, the Town has recently provided a school crossing guard for Lakeview School 1645 S. Commercial St., Neenah, WI (“Lakeview”) located at the intersection of South Commercial Street and Old School Road (the “Crossing”) which is within the Town’s boundaries; and,

WHEREAS, the City provides crossing guards at other NJSD schools located within the City’s incorporated jurisdiction and has more extensive resources for recruitment and training of qualified crossing guards; and,

WHEREAS, the Lakeview crossing guard serves students from both the City and Town; and,

WHEREAS, the City assumed maintenance responsibilities for South Commercial Street after it was reconstructed in 2008, but that agreement did not include traffic and enforcement for Commercial Street from the south City limits to South Park Avenue; and,

WHEREAS, the parties wish to temporarily share the responsibilities and cost of the crossing guard at Lakeview; and,

NOW THEREFORE, pursuant to the authority granted by Wis. Stat. §66.0301, in consideration of the above recitals, which are contractual, and mutual promises contained herein, the parties agree to the following terms and conditions.

1. TOWN’S AUTHORITY. The Town hereby delegates its authority under Wis. Stat. §349.215 to appoint a crossing guard at Lakeview to the City. The City hereby accepts said delegation. This delegation of authority shall continue until such time as the Lakeview School and the right of way comprising the Lakeview School Crossing is annexed to the City.

2. CROSSING GUARD. The City will be responsible to recruit, employ, train and supervise the crossing guard at Lakeview under the Town’s delegation of authority. The crossing guard will be available at the Lakeview crossing at the beginning and conclusion of each school day as scheduled by the NJSD.

3. COST. The Town shall pay towards the cost of the crossing guard at the rate of \$2,000 per school year, payable in advance in each semester (\$1,000 per semester). The Town’s obligation to share in the cost of providing the Lakeview

Crossing Guard shall continue only until such time as Lakeview School and associated Commercial Street right of way is annexed to the City, but in no event longer than through the 2014 – 2015 school year.

4. LAKEVIEW SCHOOL ANNEXATION. The NJSD and City shall work to reach an agreement to annex Lakeview School and associated Commercial Street right of way to the City under mutually agreeable terms. In the event that such agreement cannot be accomplished by the end of the 2014 – 2015 school year, then the NJSD shall reimburse the City for the cost of providing the Lakeview School Crossing Guard beginning with the 2015 – 2016 school year at the rate of \$2,000 per semester, payable in advance at the beginning of each semester. Said payments shall continue until such time as Lakeview School is annexed into the City. The City and NJSD shall review the cost structure of the agreement every five (5) years.

5. TRAFFIC VIOLATIONS. The City, through its Police Department will seek an ongoing mutual aid agreement with the Winnebago County Sheriff's Department to enforce violations occurring in the Town on that portion of South Commercial Street (CTH A) from the south City limits to South Park Avenue. In the event that such a mutual aid agreement is obtained, traffic violations observed by the crossing guard shall be reported to the City's Police Department. In the alternative, in the event that the Winnebago County Sheriff refuses to grant an on going mutual aid agreement for the City police department then the crossing guard shall report such violations to the Winnebago County Sheriff's Department. The City police department shall assist the crossing guard in filing such reports.

6. STORAGE OF CROSSING GUARD EQUIPMENT. The NJSD shall provide adequate space for the crossing guard to store equipment required for operation of the Lakeview crossing.

7. TERM. This Agreement shall terminate upon the annexation of Lakeview School and associated Commercial Street right of way to the City.

8. NOTICES. Notices under this Agreement shall be delivered in writing to the respective parties hereto at the following addresses:

If to the City:

City Clerk
City of Neenah
211 Walnut Street
Neenah, WI 54956

If to the Town:

Town Clerk
Town of Neenah
1600 Breezewood Lane
Neenah, WI 54956

If to the NJSD:

Superintendent
Neenah Joint School
District
410 S. Commercial St.
Neenah, WI 54956

9. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto accept the terms of this Agreement as of the ____ day of December, 2013.

CITY OF NEENAH

TOWN OF NEENAH

By: _____
Mayor

By: _____
Town Chairman

Attest: _____
City Clerk

Attest: _____
Town Clerk

NEENAH JOINT SCHOOL DISTRICT

By: _____
Board President

Attest: _____
Board Secretary