

Use of Village Equipment and Services – Village of Unity

AN ORDINANCE REGARDING USE OF CITY EQUIPMENT AND SERVICES

The Village Board of Trustees of the Village of Unity, Marathon and Clark Counties, Wisconsin, do ordain as follows:

SECTION I. USE AND/OR LEASE OF CITY EQUIPMENT AND SERVICES.

(a.) Equipment. The Village of Unity shall not permit Village residents to rent/lease, or operate any Village equipment for private purposes. The Village of Unity shall permit the use of Village equipment at no charge for members of the Unity Legion Truck & Tractor that are preparing for the event. The said members must show proof of proper driver's license endorsements prior to operating any equipment

(b.) Services. The Village of Unity shall provide specialized heavy equipment services, for Village residents such as removal of heavy debris, for a fee. This fee will be billed by the Clerk/Treasurer and any unpaid amounts will be added as a special assessment to the property owners taxes. The debris to be removed **MUST** be able to be placed in the Village dump, therefore we will allow natural wood, stones, concrete/driveway material, and dirt. Construction materials such as paneling, drywall, carpeting, treated lumber, etc. are not acceptable and not the responsibility of the Village to dispose of.

SECTION II. SEVERABILITY.

If any provision of this Ordinance is invalid or unconstitutional or if the application of this Ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provisions or applications.

SECTION II. EFFECTIVE DATE.

This Ordinance shall take effect upon passage and publication as provided by law.

Village streets, lots, and alleys will have priority over private requests for removal of debris with Village equipment. The Director of Public Works will carry out all regular duties before a request will be carried out. A Hold Harmless agreement must be signed by each property owner before services can be provided.

FEE SCHEDULES:

a. a \$25.00 per hour with a 1 hour minimum charge will be charged for removal of debris from the property of Village resident and hauling it to the dump.

b. a \$40.00 per time fee will be charged for pure salt on each property

c. the above fees double if a city employee is called to a business to sand or spread salt, and city street maintenance is not being done at that same time.

HOLD HARMLESS:

The below signed business owner/and or agent shall defend, indemnify, protect, and hold harmless the Village of Unity, its elected and appointed officers, employees, and agents from and against all claims for damages, liability and expenses (including attorney's fees) arising out of this agreement and/or vendor's performance hereunder, except as to such damages, liability, and expenses due to the sole negligence or willful acts of the City, its officers, employees or agents.

AGREEMENT:

I request that the City provide sanding and salting services per the terms of the above agreement:

Business Owner

Date

The requests must be made to the Director of Public Works during normal working hours. All work for the Village will take precedence over any requests. Director of Public Works will be the only person operating equipment