

**TOWN OF EASTON, MARATHON COUNTY, WI  
REGULAR MEETING OF THE TOWN BOARD**

Town of Easton Municipal Center  
169612 County Road Z  
Ringle, WI 54471

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**AGENDA**

**Monday, March 9, 2026, at 7:00 p.m.**

1. Meeting called to order by Chairman Beck
2. Roll Call
3. [Approval of February 9, 2026, Meeting Minutes](#)
4. Public Comments
  - a. [Representative from Harter's to discuss proposed sanitation and recycling contract July 1, 2026, to June 30, 2031](#)
5. New Business
  - b. [Adopt Town Board resolution supporting a comprehensive sustainable transportation funding solution](#)
  - c. Wages for Town Board members
  - d. Wages for Public Works employees
  - e. Presentation of bills for approval
6. Old Business
  - a. [Intergovernmental Equipment Sharing Agreement between the Town of Ringle and the Town of Easton for the shoulder reclaimer](#)
7. Reports
  - b. Treasurer
  - c. Fire Department
  - d. Clerk
    - Annual Report
    - Board of Review Dates – Open Book 4/20 from 1:30 to 3:30 and Board of Review 5/4 from 5:00 to 7:00
  - e. Public Works
8. Remarks from Supervisors
9. Remarks from Chairman
  - a. Solar update
  - b. Local Small Structures Improvement Program
  - c. Seasonal weight limits
  - d. 5-year solid waste plan update
  - e. Equipment update
  - f. Town Board/Appointed duties
10. Adjourn

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Town Board Members: Dean Beck - Chairman, Susan Kurth - Supervisor, Mark Pingel - Supervisor

**TOWN OF EASTON, MARATHON COUNTY, WI**  
**REGULAR MEETING MINUTES OF THE TOWN BOARD**

**Monday, February 9, 2026, at 7:00 p.m.**

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**1. Meeting called to order by Chairman Beck**

Chairman Beck called the regular meeting to order at 7:06 p.m.

**2. Roll Call**

<b><u>Board Members</u></b>	<b><u>Present</u></b>
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Dean Beck	Yes
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Susan Kurth	Yes
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Mark Pingel	Yes
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**Also present** were Treasurer Melanie Neuendank, Clerk Sherry Weinkauff, Fire Chief Dustin Merriam and Mark Schlund.

**3. Approval of January 12, 2026, Meeting Minutes**

***Motion by Supervisor Kurth, seconded by Supervisor Pingel, to approve the January 12, 2026, Regular Meeting Minutes as presented. All in favor. Motion carried.***

**4. Public Comments**

There were no comments.

**5. New Business**

**a. Delahunt Petition for Rezone**

There was a short discussion on driveway access. Beck suggested a 15-foot buffer. ***Motion by Supervisor Kurth, seconded by Supervisor Pingel, to amend the proposed petition for rezone and add a 15-foot buffer land strip by driveway easement on the south line for Lot 2. All in favor. Motion carried.***

**b. Marathon County Farm Consolidation Amendment Form**

Beck explained option 1 and option 2 from the Farm Consolidation amendment form. He said Marathon County is seeking input. Beck recommended option 1 which is to remove the Farm Consolidations from the ordinance. Any subdivided property would require rezoning, giving townships more control over how property is divided. ***Motion by Supervisor Pingel, seconded by Supervisor Kurth, to approve supporting Option 1. All in favor. Motion carried.***

**c. Resolution to adopt the Revision to the Marathon County Chapter 17 Zoning Code**

Beck explained that Marathon County adopted a comprehensive revision to Chapter 17 Zoning Code. He said the town has a year to decide if they want to continue participation in the county-wide zoning. The Board members would like to see the revision. ***Motion by Supervisor Kurth, seconded by Supervisor Pingel, to table this item. All in favor. Motion carried.***

**d. Intergovernmental Equipment Sharing Agreement between the Town of Ringle and the Town of Easton for the shoulder reclaimer**

Beck mentioned that the excavator can't do what the reclaimer can. Kurth noted that the reclaimer is four years old. Clerk Weinkauff said the agreement is just a proposal at this time, and she can make any necessary edits. There was a brief discussion about possibly renting instead of sharing the reclaimer. Beck will look into rental rates. The Clerk will make copies for the Board to review and will include this item on the next meeting's agenda.

**e. Credit card for the Fire Department**

***Motion by Supervisor Kurth, seconded by Supervisor Pingel, to approve issuing a credit card to the Fire Department. All in favor. Motion carried.***

**f. Presentation of bills for approval**

***Motion by Supervisor Kurth, seconded by Supervisor Pingel, to approve and pay the bills as presented. All in favor. Motion carried.***

**6. Reports**

**a. Treasurer**

Neuendank reviewed her Treasurer Report dated 1/31/26. There was a short discussion on unpaid property taxes.

**b. Fire Department**

Merriam indicated the Fire Department award dinner is scheduled for February 22<sup>nd</sup>. He also reported that two sets of gear were ordered. He gave an update on recent fire calls that the Department went to.

**c. Clerk**

Weinkauf said the Election Public Test was held today. The Spring Primary Election is scheduled for February 17<sup>th</sup>.

**d. Public Works**

Beck reported on a recent incident with the F550 truck. There was an issue with the lug nuts. He also reported Public Works has gone through a lot of sand/salt.

**7. Remarks from Supervisors**

Kurth reminded the Board about a sign that was talked about, some time ago, for the Fire Department. Clerk Weinkauf also mentioned that it would be nice to have an election sign installed by the road on Election Day. Pingel asked about taking bids out for blacktopping. Beck said American Asphalt will help with the compliance of bidding.

**8. Remarks from Chairman**

**a. Solar update**

Beck reported he attended several meetings regarding wind turbines and solar and gave the Board an update.

**b. 5-year solid waste plan update**

Beck gave an update on the 5-year Solid Waste Department Strategic Plan. He said they are proposing to hold on-site tours of the Landfill. He mentioned that waste food seems to be a significant issue at the landfill. They would also like to see more recycling.

**c. Snowplowing across town roads**

Clerk Weinkauf read the statement on the website regarding plowing snow onto public roads. Beck provided a letter from the Marathon County Sheriff's Office that is sent to residents regarding pushing snow onto the road. Clerk Weinkauf will review the letter and the state statutes and then update the language on the website.

Beck also said the Board should consider ordering a new truck this year. He said the costs will be increasing due to stricter emissions standards. Beck will look into the costs of new trucks.

There was a short discussion on a grader replacement.

Neuendank reviewed her capital planning report with the Board.

**9. Adjourn**

***Motion by Supervisor Pingel, seconded by Supervisor Kurth, to adjourn the meeting at 9:23 p.m. All in favor. Motion carried.***



# **SANITATION AND RECYCLING CONTRACT**

**Town of Easton**

**July 1, 2026 – June 30, 2031**

## **SANITATION AND RECYCLING CONTRACT**

The Town of Easton, in Marathon County, Wisconsin, hereinafter called "Easton", acting and through its duly authorized agent, and Harter's Fox Valley Disposal, LLC, duly organized under the laws of the State of Wisconsin, hereinafter called "Harter's", do hereby covenant and agree as follows:

- 1) **GRANT**: For and in consideration of compliance by Harter's with the covenants and conditions herein set forth, and the ordinances and regulations of Easton and the laws of the State of Wisconsin governing the collecting and disposal of refuse and recyclables, Easton hereby grants to Harter's a permit to use the public roads, alleys, and thoroughfares within its corporate limits for the purposes of collecting garbage, trash and other refuse.
- 2) **TERM**: The term of this agreement shall commence on July 1, 2026 and shall terminate on June 30, 2031; 5 (five) years.
- 3) **EXTENSION OF AGREEMENT**: This agreement shall automatically continue for like term unless either party notifies the other in writing at least sixty days before the end of the original or any extended term. All provisions of this agreement shall remain in force. At any time during the term of this contract, the parties may agree in writing, which may be by correspondence, to extend the term of this agreement.
- 4) **SCOPE AND NATURE OF OPERATION**: It is expressly understood and agreed that Harter's shall perform the services as set forth in Exhibit A and Exhibit B.
- 5) **VEHICLE MARKING AND INDEMNIFICATION**: All vehicles and equipment used by Harter's for the collection and transportation of garbage shall be utilized in the manner specified by the manufacturer of such equipment to minimize or to prevent the blowing or scattering of refuse onto the public streets or properties adjacent thereto, and such vehicles shall be clearly marked with Harter's name in letters not less than six inches in height.
- 6) **DISPOSAL OF REFUSE**: Harter's shall deliver all garbage, trash and other refuse collected from premises to the Marathon County Landfill. Harter's will pay disposal fees.
- 7) **NON-COLLECTION - NOTICE AND FOLLOW-UP**:
  - a) Where the owner or occupant of any premises maintains improper or inadequate refuse containers according to Easton's ordinance, or is otherwise in violation of Easton's

ordinance with respect to the location of refuse containers or the nature, volume or weight of refuse to be removed from the premises, Harter's shall refrain from collecting all or a portion of such refuse and will notify Easton and the owner or occupant thereof within 24 hours thereafter of the reason for such non-collection. If Easton feels Harter's actions are not proper, Easton may order Harter's to pick up the refuse by issuing a collection order. In such event, Harter's shall pick up subject refuse within ten business days.

b) Where Easton is notified by an owner or occupant that refuse has not been removed from a premises on the scheduled collection day, and where no notice of non-collection or a change in collection schedule has been received from Harter's, Easton shall investigate the matter, and if the investigation discloses that Harter's has failed to collect refuse from the subject premises without cause as supported by notice as described herein, Harter's shall collect the same within 24 working hours after a collection order is issued by Easton.

8) **COMPLAINT HANDLING BY HARTER'S**: Harter's shall, at its own expense, provide a manned telephone answering service from 7:00 a.m. until 5:00 p.m. central standard time, daily, Monday through Friday, excluding such holidays as may be approved by Easton, for the purpose of handling complaints and other calls regarding refuse collection service provided by Harter's. Holidays to be taken are New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day. If collection falls on one of the aforesaid holidays, Harter's, at its option, will either collect the refuse on the holiday or on the day after the holiday so that residential customers, specifically, are not left without a refuse pickup for over one week.

9) **CONSIDERATION**: Harter's shall receive, in consideration of the performance of this agreement, the following fees for residential service under the rates described below:

- a) The basic fee will be \$21.30 per household per month for weekly garbage and recycling services. A fee of \$20.00 will be charged per month for drive up service.
- b) Harter's will provide two 95 gallon containers for each resident. One to be used for garbage and one to be used for recycling. Harter's is responsible for maintaining any damaged carts caused by normal wear and tear. If carts are damaged from reasons other than normal wear and tear, are lost or are stolen, it is the responsibility of residents to pay the replacement fee. Additional fees for extra carts are the responsibility of the residents.

- c) Rates guaranteed for one year and annual CPI increase is based on the US Department of Labor, Bureau of Labor Statistics, and Consumer Price Index for All Urban Consumers (CPI-U), expenditure category of “Garbage and Trash Collection”.
  - d) If fuel exceeds \$4.00 per gallon, the fuel surcharge shall increase by 1% for every ten cent increase in fuel prices.
- 10) **UPDATING HOUSE COUNTS**: Easton shall inform Harter’s of all newly constructed residential properties so they may be added to the collection route. Easton shall be responsible for updating collection house counts annually on the first day of year. Updated house counts are subject to verification from Harter’s.
- 11) **BILLING PAYMENTS**: Harter’s shall issue Easton a detailed monthly invoice for work satisfactorily performed by Harter’s. Easton shall pay Harter’s within 15 days following the receipt of a detailed monthly invoice.
- 12) **MANDATORY SERVICE**: It is understood that an ordinance of Easton mandates subscription to refuse service as prescribed therein under terms, conditions and special provisions as contained therein.
- 13) **INDEMNIFICATION INSURANCE**: Harter’s assumes all risk of loss or injury to property or persons arising from any of its operations under this agreement, and agrees to hold Easton harmless from all claims, demands, suits, judgments, costs or expenses arising from any such loss or injury, unless such injury or loss is caused by the actionable negligence of Easton or its employees. Harter’s agrees to carry insurance as follows:
- a) Workman's compensation insurance covering all employees of Harter’s engaged in any operation covered by this agreement to the extent required by the laws of the State of Wisconsin;
  - b) Automobile and public liability insurance - \$1,000,000 for personal injuries to any one person and \$1,000,000 for personal injuries arising out of any one accident, casualty or event; and property damage insurance in the amount of \$1,000,000;
  - c) General liability insurance in the amount of \$2,000,000; and

d) Harter's shall furnish a Certificate of Insurance issued by companies authorized to conduct insurance business in the State of Wisconsin and naming Easton as an additional insured and shall name Easton in the same general terms and the same general effect as the foregoing Harter's requirements. Such policies shall indemnify and hold harmless Easton, and certificates evidencing such insurance contracts shall be deposited with Easton.

14) **NON-COMPLIANCE, PENALTIES**: In the event either party shall fail to perform any of the terms, conditions or covenants of this agreement, the non-defaulting party shall notify the other party in writing of the fact of such default and if the event or condition is not corrected or otherwise made to comply with the terms of this agreement within a period of time which is reasonable in relation to the nature of the event of non-compliance, but in no case more than 30 days, the same shall constitute an act of non-compliance. If, after notification in writing, the non-compliance is not corrected within 30 days, then the non-breaching party may terminate this contract, or may pursue any and all available legal remedies, at law or in equity effective immediately.

15) **REVOCAION, TERMINATION FOR CAUSE**: In addition to the specific right to terminate mentioned herein, if at any time Harter's shall file a petition in bankruptcy or petition to take advantage of any insolvency act; shall make an assignment for the benefit of creditors; or shall commence a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or to the whole or any substantial part of its properties, then Easton may, after a hearing as described herein, revoke and cancel the permit hereby granted, and the agreement shall be null and void as of the date of said determination by Easton. The hearing prerequisite to such revocation shall not be held until notice of such hearing has been given to Harter's by certified mail, addressed to Harter's at the address shown herein, and a period of at least 30 working days has elapsed since the mailing of such notice. The notice shall specify the time and place of the hearing and shall include the reasons for Easton revocation of such permit and this agreement. The hearing shall be conducted in public by Easton and Harter's shall be allowed to be present and given full opportunity to answer such charges and allegations as are set out against Harter's in the notice. If, after the hearing is concluded, Easton shall determine that the charges and allegations set forth in the notice are affirmed by the facts presented at the hearing, it may revoke and cancel this agreement and the permit and the same shall be null and void. Easton's decision shall be final and Harter's shall be bound thereby.

- 16) **PERMITTED RATE CHAGE**: Harter's and Easton hereby agree that the aforesaid rate can be changed if (1) Harter's can demonstrate the contract price requires modification as a result of national war or national disaster, or (2) changes in landfill or governmental regulations substantially affect solid waste collection. The contract rate will be modified to pass through all such costs to Easton by giving 15 days' written notice to Easton. At its option, Easton will have the right to reject the services covered by this contract if Easton is unwilling to accept the rate modification described in the preceding sentence. The revised rate will automatically take effect unless Easton notifies Harter's prior to the effective date of the revised rate of Easton intent to exercise its option to reject the contract.
- 17) **DISPUTE RESOLUTION**: Any dispute arising with respect to this agreement, its making or interpretation, or its breach shall be settled by arbitration in Marathon County, Wisconsin, pursuant to the then pertaining rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such dispute except as otherwise provided in this agreement. Any decision or award rendered shall be final and binding upon the parties and a judgment may be entered in any court having jurisdiction.
- 18) **NOTICES**: All notices or other communication to be given hereunder shall be in writing and shall be deemed given when mailed by Certified United States Postal Mail, addressed to: Andrew M. Gayhart, General Manager, Harter's Fox Valley Disposal LLC 169901 Ringle Ave. Ringle, WI. 54471.
- 19) **INDEPENDENT CONTRACTOR**: The parties hereto recognize and acknowledge that Harter's is an independent contractor and shall never be construed to be an agent, servant, or employee of the Town of Easton.
- 20) **GOVERNING LAW**: This contract shall be governed by the laws of the State of Wisconsin.

21) **AGREEMENT**: The parties agree that this contract may not be assigned by Harter's in the whole or in part without prior written approval of Easton. However, Harter's may assign or subcontract this agreement to:

- a) any corporation or entity which owns at least fifty-one percent (51%) of Harter's;
- b) any corporation or entity of which Harter's owns at least fifty-one percent (51%); or
- c) any corporation or entity that is under the common control of any corporation or entity that owns at least fifty-one percent (51%) of Harter's.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**Harter's Fox Valley Disposal, LLC**

**By:** \_\_\_\_\_  
Authorized Representative  
Andrew M. Gayhart

**MUNICIPALITY:**  
**Town of Easton**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Attest:  
  
\_\_\_\_\_

Municipal Clerk:  
  
\_\_\_\_\_

## EXHIBIT A

### SERVICES TO BE PROVIDED

Harter's shall perform at least services described in Exhibit A and shall fulfill the additional requirements set forth in Exhibit B for disposal all garbage, trash and any and all other refuse accumulated on premises within the corporate limits of Easton where such collection is or may be required by Easton.

Harter's shall, at its own expense, furnish personnel and equipment sufficient to accomplish work herein after described. Harter's will establish and maintain, in an efficient and business-like manner, such routes and special schedules as may be necessary to fulfill the refuse service requirements contained in the ordinances and regulations of Easton, and any future amendments and the further provisions of this agreement. Harter's shall provide not less than the following prescribed type and level of services to-wit:

- 1) Residential family dwellings (defined as single-family homes, townhomes, or each unit of a duplex, or other multi-family buildings) trash and recycling service will be provided every week. Collection will be made between 5:00 a.m. and 4:00 p.m. central standard time. Customers are responsible for placing their carts by the end of the driveway by 5:00 a.m. on the date of pickup. Harter's shall not be obligated to pick up any trash/recycling not located near the end of the driveway or any trash/recycling that is not out by 5:00 a.m.
- 2) Residential cans are not to exceed 50 pounds. If carted, all waste must be bagged and fit property inside the cart with lid shut. Any refuse that is outside of the cart will not be collected.
- 3) Residents are allowed to place no more than two yards of waste out for each collection.
- 4) Large household items will be collected every week at the expense of the residents. Standard large item collection rates apply. Special pricing may pertain for multiple items at one residence. Residents must call Harter's for pricing and to schedule pick up.
- 5) This contract does not include Harter's making any pickups at commercial sites. Any and all contracts for commercial pickups shall be on an individual contract basis by and between the customer and Harter's.

- 6) The community and all residents/customers located in said community shall comply with the following rules and regulations under this contract. Harter's will not accept:
- a) any liquid waste
  - b) building demo materials (lumber, metal, shingles, siding, etc)
  - c) recycling materials mixed with other refuse
  - d) yard waste
  - e) asbestos, in any form
  - f) tires (these can be picked up on large item day)
  - g) used motor oil
  - h) hazardous or toxic waste
  - i) chemicals
  - j) explosives, liquids
  - k) flammable liquids
  - l) paint
  - m) trees and stumps
  - n) construction debris
  - o) carcasses
  - p) medical wastes (unless personal needles which shall be properly contained in sharps container)

Harter's reserves the right to expand the list of solid waste disposal policies as local, state and federal regulation change.

- 7) All recyclables must be in a secured container, no "loose" recycling will be picked up. Recycling may be mixed; cardboard segments may not exceed 3 feet in length.
- 8) Clean-up of spillage caused by Harter's operation.
- 9) Disposal at state approved disposal site of all materials collected.

This service shall be exclusive between the Town of Easton and Harter's in regard to residential service.

## EXHIBIT B

### STATEMENT OF HARTER'S REQUIREMENTS

Harter's will meet the following levels of service, requirements, stipulations, terms, conditions, and provisions.

- 1) Appearance and Cleanliness of Equipment: The collection equipment used by Harter's must be approved by Easton, including approval of the equipment color and the design of all signs, logos, and graphics. Collection equipment must be kept in clean condition at all times.
- 2) Appearance of the Collection Crew: Harter's shall provide uniforms to each collection worker and require that they be used. The uniform shall consist of a jacket or coverall, shirt, trousers and cap. Harter's shall maintain the uniforms in a clean, neat and well mended appearance.
- 3) Equipment Maintenance: All equipment must be maintained to assure the safety of the collection crew and residents of Easton.
- 4) Cleanup on Route: Harter's shall pick up all blown; littered and broken material problems caused by Harter's. Each truck shall carry a broom and shovel at all times.
- 5) Ownership of Materials: At the time of collection, ownership of collected materials transfers from the resident to Harter's.
- 6) Collection Hours: Collection service by all trucks will start between 5:00 a.m. and 9:00 a.m. central standard time.
- 7) Collection on Holidays: Harter's is not required to provide service on Sundays, and the following days:
  - a) New Year's Day
  - b) Memorial Day
  - c) Independence Day
  - d) Labor Day
  - e) Thanksgiving Day
  - f) Christmas Day
  - g) Days when the collection is canceled by Easton.

The Town of Easton shall inform residents of the lack of service on these days as part of the promotion element of the program and of the appropriate make-up day for the missed collection day.

**TOWN BOARD RESOLUTION SUPPORTING A COMPREHENSIVE AND SUSTAINABLE  
TRANSPORTATION FUNDING SOLUTION**

**Town/Village of** Easton, Marathon **County**

**Resolution No.** 2026-01

WHEREAS, local units of government in Wisconsin own and maintain approximately 90% of the public road miles in the state, including county highways, town roads, and city and village streets; and

WHEREAS, Wisconsin's economy—rooted in agriculture, manufacturing, and tourism—relies on a safe, reliable, and well-maintained transportation network; and

WHEREAS, local governments greatly appreciate the one-time infusions of General Purpose Revenue, primarily sales and income taxes, and other revenue provided in recent state budgets, which have enabled the initiation and continuation of the successful and popular Local Roads Improvement Program Supplemental (LRIP-S) and Agricultural Roads Improvement Program (ARIP); and

WHEREAS, despite modest increases from the state over the years, transportation aids to local governments remain insufficient to keep pace with inflation and rising construction costs, leaving many communities funded below 2000 levels in real dollars; and

WHEREAS, local governments throughout Wisconsin continue to struggle to perform even routine maintenance, pavement preservation, and safety improvements, resulting in deteriorating roads and bridges; and

WHEREAS, the inaugural inventory and assessment of small bridges between 6 to 20 feet found about 10% of the nearly 17,000 structures to be in poor or severe condition; and

WHEREAS, levy limits and other fiscal constraints prevent local governments from independently filling the funding gap created by inadequate state transportation aids; and

WHEREAS, absent sustainable state funding, many communities have been forced to address their shortfalls by significantly increasing borrowing, deferring essential projects, or imposing local vehicle registration ("wheel") taxes; and

WHEREAS, Wisconsin motorists currently pay among the lowest transportation user fees in the Midwest, while neighboring states and dozens of others nationwide have enacted long-term revenue measures to keep their transportation systems competitive; and

WHEREAS, Wisconsin is increasingly relying on General Purpose Revenues to make needed investments, potentially pitting transportation against other vital services, such as education; and

WHEREAS, continued lack of growing, dedicated, and predictable revenue places Wisconsin at a growing economic disadvantage by threatening the efficiency of freight movement, the safety of travelers, and the attractiveness of our state to businesses and residents; and

WHEREAS, both Wisconsin's aging Interstate highway system—largely constructed in the 1950s and 1960s—and our extensive network of state and local roads require predictable, adequate, and sustainable funding to meet current and future needs;

NOW, THEREFORE, BE IT RESOLVED that the Easton Town/Village Board strongly urges the Governor of Wisconsin and the State Legislature to enact a comprehensive, sustainable transportation funding solution that:

1. Provides adequate and reliable revenue growth for the efficient long-term planning and execution of state and local transportation programs;
2. Includes responsible and prudent use of General Purpose Revenue and bonding;
3. Adjusts any new and existing transportation user fees and other revenue mechanisms to sustain purchasing power in order to maintain and improve Wisconsin's transportation infrastructure; and
4. Ensures transportation continues to deliver for Wisconsin by adequately funding reconstruction, preservation, and safety investments on the state and local systems.

BE IT FURTHER RESOLVED that the clerk is hereby directed to transmit a copy of this resolution to the Governor's office, all members of the Wisconsin State Senate and Assembly representing districts within Town/Village.

Adopted this 9th day of March, 2026.

**Town Chair**

**Town Clerk**

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# **INTERGOVERNMENTAL EQUIPMENT SHARING AGREEMENT**

**Between the Town of Ringle and the Town of Easton, Marathon County, Wisconsin**

## **ARTICLE 1 — RECITALS**

This Intergovernmental Equipment Sharing Agreement (“Agreement”) is made and entered into by and between the Town of Ringle, a Wisconsin town located in Marathon County, and the Town of Easton, a Wisconsin town located in Marathon County, collectively referred to as the “Parties.”

WHEREAS, pursuant to §66.0301, Wisconsin Statutes, municipalities may enter into agreements for the joint exercise of any power or duty required or authorized by law; and

WHEREAS, the Town of Ringle purchased a shoulder reclaimer, Model MISC-MG, ID No. W17675, Serial No. W17675, in June 2022 for use in town road maintenance and related public works; and

WHEREAS, the Town of Easton desires to share in the ownership and use of said equipment by reimbursing one-half of the purchase cost; and

WHEREAS, both municipalities recognize the efficiency and cost savings achieved through the cooperative use of shared equipment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Town of Ringle and the Town of Easton agree as follows:

## **ARTICLE 2 — OWNERSHIP AND COST SHARING**

1. The Town of Ringle purchased the shoulder reclaimer in June 2022 at a total purchase price of Twenty-One Thousand Forty-Three Dollars (\$21,043.00).
2. The Town of Easton agrees to reimburse the Town of Ringle for Fifty Percent (50%) of the purchase cost, totaling Ten Thousand Five Hundred Twenty-One Dollars and Fifty Cents (\$10,521.50), payable within thirty (30) days after the execution of this Agreement.
3. Upon receipt of such payment, ownership of the shoulder reclaimer shall be shared equally between the Town of Ringle and the Town of Easton, each holding an undivided one-half interest in the equipment.

Equipment Identification:

The equipment covered under this Agreement is described as follows:

Type: Shoulder Reclaimer

Model: MISC-MG

ID No.: W17675

Serial No.: W17675

The Parties agree this identification shall apply to the original unit purchased in June 2022, unless a replacement unit is jointly acquired and documented by written amendment to this Agreement.

### **ARTICLE 3 — USE AND SCHEDULING**

1. The equipment shall be used exclusively for municipal road maintenance or other authorized public works purposes by the Parties.
2. Equipment use shall be scheduled through mutual agreement between the Town Chairs or their designees to ensure equitable access for both municipalities.
3. Each Party shall be responsible for ensuring that its operators are properly trained and that the equipment is used safely and in accordance with the manufacturer's specifications and all applicable safety regulations.

### **ARTICLE 4 — STORAGE, MAINTENANCE, AND REPAIRS**

1. The shoulder reclaimer shall be stored at both municipalities' road maintenance facilities, with storage alternating between the Town of Ringle and the Town of Easton based on seasonal needs, maintenance schedules, or mutual agreement.
2. The municipality in possession of the equipment shall be responsible for secure storage and routine oversight while the equipment is located at its facility.
3. Routine maintenance, servicing, and repairs necessary to keep the equipment in good working condition shall be shared equally between the Parties.
4. Any damage, malfunction, or need for significant repair shall be promptly reported to both municipalities.

### **ARTICLE 5 — INSURANCE AND LIABILITY**

1. Each Party shall maintain adequate property and liability insurance coverage for the equipment while it is in their possession or use.
2. Each municipality shall indemnify and hold the other harmless from any claims, damages, or liabilities arising out of its own use, operation, or maintenance of the shoulder reclaimer.

### **ARTICLE 6 — REPLACEMENT OR DISPOSAL**

Should the equipment become inoperable, obsolete, or no longer needed, the municipalities shall mutually decide whether to repair, replace, or dispose of it. Any proceeds from a sale or salvage shall be divided equally between the Town of Ringle and the Town of Easton.

### **ARTICLE 7 — TERMINATION AND BUYOUT**

1. Either Party may withdraw from this Agreement by providing written notice to the other Party.

2. Upon withdrawal, the remaining municipality shall have the option to purchase the withdrawing municipality's ownership interest at fifty percent (50%) of the current fair market value, determined by mutual agreement or independent appraisal.

## **ARTICLE 8 — EFFECTIVE DATE AND EXECUTION**

This Agreement shall take effect upon approval and adoption by both municipal Boards and shall remain in force unless amended or terminated by mutual written consent.

Executed this \_\_\_ day of February 2026.

### **TOWN OF RINGLE**

By: \_\_\_\_\_

Al Christensen, Town Chairperson

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Paula Zynda, Town Clerk

### **TOWN OF EASTON**

By: \_\_\_\_\_

Dean Beck, Town Chairperson

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Sherry Weinkauff, Town Clerk