

**RESOLUTION 2012-59**

9-26-12

**RESOLUTION BY THE PUBLIC SAFETY AND HEALTH COMMITTEE  
AUTHORIZING A LEASE AGREEMENT WITH UKE'S HARLEY-DAVIDSON,  
INC. FOR THE USE OF AN ALL TERRAIN VEHICLE**

WHEREAS, the Village Board sees the need for the use of an off road All Terrain Vehicle (ATV) by the Village of Sturtevant Police Department

WHEREAS, the Village can lease a Can AM Commander 1000XT for one year at a cost of \$1.00 per year.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the lease agreement as set forth in Exhibit A, which is attached hereto and incorporated herein, which provides for the lease and use of a Can AM Commander 100XT by the Sturtevant Police Department .
2. That the Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 2<sup>nd</sup> day of October, 2012.

Village of Sturtevant

By \_\_\_\_\_  
Steven Jansen, President

Attest \_\_\_\_\_  
Mary Cole, Village Clerk

LEASE AGREEMENT

WHEREAS, Uke's Harley-Davidson, Inc., a Wisconsin Corporation, (hereinafter "Uke's") With principal offices located at 5995 120<sup>th</sup> Avenue, Kenosha, Wisconsin, 53144 desires to enter into a one (1) Year agreement with the Village of Sturtevant Police Department (hereinafter, \_\_\_\_\_ SPD \_\_\_\_\_), for the Lease of one (1) Can Am 1000XT and WHEREAS, the \_\_\_\_\_<sup>SPD</sup>~~SBD~~\_\_\_\_\_ desires to purchase 1 Can AM for a period of one (1) year From Uke's under the following terms and conditions:

NOW, THEREFORE; The \_\_\_\_\_ SPD \_\_\_\_\_ for \$1.00 and such other good and valuable consideration, Uke's agrees to sell to SPD (1) Can AM Commander 100XT VIN# 3JBKKCP10CJ002534 under the following terms and conditions.

- 1) The term of the lease agreement shall be for a period of one (1) year from the date of the agreement: That this term cannot be extended without the express written consent of the parties.
- 2) Usage by the \_\_\_\_\_ SPD \_\_\_\_\_ shall be limited to a maximum of 500 miles for the Commander XT.
- 3) Said motorcycle shall be operated by \_\_\_\_\_ SPD \_\_\_\_\_ officers on a regular basis.
- 4) Said motorcycle shall be kept at the \_\_\_\_\_ SPD \_\_\_\_\_ when not in use.
- 5) Said motorcycle shall be insured for a minimum of \$14,500.00 during the term of the agreement.
- 6) All maintenance and repair work on said motorcycle shall be performed by Uke's.
- 7) Any accessories or add-ons to said motorcycle shall be subject to written approval by Uke's and shall be performed by them.
- 8) At the end of one (1) year from the date hereof, \_\_\_\_\_ SPD \_\_\_\_\_ agrees to sell back to Uke's said motorcycle for the sum of \$1.00, in sound mechanical and undamaged conditions, normal wear and tear expected.
- 9) In the event said motorcycle is not returned in sound mechanical and undamaged condition, \_\_\_\_\_ SPD \_\_\_\_\_ agrees to pay Uke's the reasonable expenses in

repairing said motorcycle or the fair market value of said vehicle if repair is not warranted or possible.

- 10) Under no circumstances can, \_\_\_SPD\_\_\_\_\_ sell, assign, transfer, or convey said motorcycle during the term of this agreement. It being the express understanding of the parties that said motorcycle shall be sold back to Uke's by, \_\_\_\_\_ upon the expiration of this agreement.
- 11) This agreement shall not be assignable, assumable, or transferred by \_\_\_SPD\_\_\_\_\_ without the express written consent of Uke's and this agreement shall apply only to the motorcycle described above.
- 12) The parties understand and acknowledge that any break of the terms of this agreement by \_\_\_SPD\_\_\_\_\_ shall result in the immediate rescission of this agreement and shall require \_\_\_SPD\_\_\_\_\_ to immediately comply with the provisions of paragraph 8 above, including the return of said motorcycle to Uke's. In the event this agreement is rescinded, the provisions of this agreement, including the provisions of paragraphs 8 and 9 above, shall remain in full force and effect.

Dated \_\_\_\_\_  
Uke's Harley-Davidson, Inc.

Dated \_\_\_\_\_  
Sturtevant Police Department

By: \_\_\_\_\_  
Michael R Jansen  
General Sales Manager

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