

**CITY OF EDGERTON
FINANCE COMMITTEE MEETING
EDGERTON CITY HALL, COUNCIL CHAMBERS
12 ALBION STREET**

Monday, February 3, 2020 at 6:30 p.m.

1. Call to order; Roll call
2. Confirmation of appropriate meeting notice posted on Friday, January 31, 2020
3. Consider Approval of January 20, 2020 minutes.
4. Consider approval of bills and payroll vouchers.
5. Consider approval of licenses.
6. Consider adoption of City of Edgerton Resolution 01-20: Resolution Authorizing the 2019 Property Tax Equivalent Charged to the Water Utility.
7. Consider adoption of City of Edgerton Resolution 02-20: Resolution Approving the Assigned Fund Balance for the Year Ending December 31, 2019.
8. Consider adoption of City of Edgerton Resolution 03-20: Resolution Approving Budget Transfers and Amendments for the Year Ending December 31, 2019.
9. Consider agreements for impoundment and stray animals between the City of Edgerton and Dane County Humane Society.
10. Consider city attorney and prosecution attorney legal services.
11. Consider purchase of fill dirt for 407 N Main Street.
12. Consider loan subordination for Edgerton Gear.
13. Finance Director's report.
14. Project updates.
15. Adjourn.

Notice: If a person with a disability requires that the meeting be accessible or that materials at the meeting be in an accessible format, call the City Administrator's office at least 6 hours prior to the meeting to request adequate accommodations. Telephone: (608) 884-3341.

Notice is hereby given that a majority of the Common Council is expected to be present at the above scheduled noticed meeting to gather information about a subject over which they have decision-making responsibility. The only action to be taken at this meeting will be action by the Finance Committee.

**JANUARY 20, 2020 FINANCE COMMITTEE MEETING MINUTES
CITY OF EDGERTON**

Candy Davis called the meeting to order at 6:40 p.m.

Present: David Esau, Sarah Braun and Candy Davis.

Others Present: City Administrator Ramona Flanigan, City Clerk-Treasurer Cindy Hegglund, Police Chief Robert Kowalski, Library Director Kirsten Almo, Utility Director Randy Oren, Municipal Services Director Howard Moser and a few citizens.

City Clerk-Treasurer Hegglund confirmed the meeting agendas were properly posted on Friday, January 17th at the Post Office, Edgerton Library and City Hall.

APPROVE MINUTES: A Sarah Braun/David Esau motion to approve the minutes from the January 6, 2020 Finance Committee meeting passed, all voted in favor.

BILLS AND PAYROLL: A Candy Davis/Sarah Braun motion to approve bills and payroll in the amount of \$2,054,875.32 passed on a 3/0 roll call vote.

DISPOSAL OF LOGS: City Administrator Flanigan explained the City sought bids for the many tree trunks that have accumulated from the removal of Ash Trees to determine if there is any interest in purchasing them. Only one bid was received for 5 logs in the amount of \$195.

With this information, staff recommends the Committee reject the one bid and set a price of \$25 per log along with a policy for the disposal of these logs. If the Committee decides to proceed with this process, staff recommends making it contingent upon speaking to the DNR to determine if there are any permits needed to dispose of the Ash Tree logs.

A Candy Davis/Sarah Braun motion to reject the bid for the purchase of the Ash Tree logs and adopt the policy for the disposal of logs as stated in the staff report with the condition that the City obtain any permits needed from the DNR for their disposal passed, all voted in favor.

2020 LANDSCAPE SERVICES: City Administrator Flanigan stated the contract with Clark Company for the summer and winter baskets is up for renewal. The 2020 contract does not include the trimming on the downtown Ash Trees as these trees will be removed in the next few years due to their infestation with the Emerald Ash borer. The contract is reduced by \$4,000 for the trimming service.

A Candy Davis/David Esau motion to approve the contract with Clark Company for the 2020 landscape services in the amount of \$11,500 passed on a 3/0 roll call vote.

Being no other business before the Committee, a Sarah Braun/David Esau motion to adjourn passed, all voted in favor.

Cindy Hegglund, City Clerk-Treasurer
Adopted February 3, 2020

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Invoice Date = 01/31/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Vo
10013100								
2887 c	DELTA DENTAL OF WISCONSIN	FEB 2020	FEB 2020 DENTAL INSURANCE	01/31/2020	68.69	.00		
Total 10013100:					68.69	.00		
10021552								
788 ch	WISCONSIN PROFESSIONAL P	6429/5976	LEER FULL TIME/PAC CONTRIBUTION	01/31/2020	294.00	.00		
Total 10021552:					294.00	.00		
10023160								
3140 c	EDGERTON LIONS CLUB	2019	REFUND 2019 EDGERTON LIONS CLUB PAR	01/31/2020	350.00	.00		
3254 c	CHILIMANIA INC	2019	REFUND DEPOSIT - 2019	01/31/2020	250.00	.00		
3494 c	EDGERTON TOBACCO HERITA	2019	REFUND 2019 TOBACCO DAYS PARK DEPO	01/31/2020	350.00	.00		
Total 10023160:					950.00	.00		
10051100340								
231 ch	EDGERTON REPORTER CO INC	8187	CROSSING GUARD SPONSOR	01/31/2020	14.50	.00		
Total 10051100340:					14.50	.00		
10051410153								
2887 c	DELTA DENTAL OF WISCONSIN	FEB 2020	FEB 2020 DENTAL INSURANCE	01/31/2020	58.88	.00		
Total 10051410153:					58.88	.00		
10051410320								
785 ch	WMCA	1/27/20	2020 MEMBERSHIP DUES - LOVELAND	01/31/2020	65.00	.00		
785 ch	WMCA	2020A	2020 MEMBERSHIP DUES - OZGA	01/31/2020	65.00	.00		
Total 10051410320:					130.00	.00		
10051430153								
2887 c	DELTA DENTAL OF WISCONSIN	FEB 2020	FEB 2020 DENTAL INSURANCE	01/31/2020	105.97	.00		
Total 10051430153:					105.97	.00		
10051430320								
231 ch	EDGERTON REPORTER CO INC	8234	ORDINANCE #19-09	01/31/2020	148.38	.00		
Total 10051430320:					148.38	.00		
10051440311								
230 ch	EDGERTON POSTMASTER	1/24/20	POSTAGE - ELECTION	01/31/2020	110.00	.00		
Total 10051440311:					110.00	.00		
10051440340								
231 ch	EDGERTON REPORTER CO INC	8235	VOTING BY ABSENTEE BALLOT AD	01/31/2020	58.21	.00		
557 ch	PHOENIX CONSULTING INC	0012701	SECURITY CHECKUP FOR COMPUTERS - H	01/31/2020	440.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voi
934 ch	STAPLES CREDIT PLAN	7304046387	ELECTION PRINTER LABELS	01/31/2020	22.18	.00		
4996 c	PARAGON DEVELOPMENT SYS	1241612	BADGER BOOKS	01/31/2020	9,580.00	.00		
Total 10051440340:					10,100.39	.00		
10051510153								
2887 c	DELTA DENTAL OF WISCONSIN	FEB 2020	FEB 2020 DENTAL INSURANCE	01/31/2020	82.42	.00		
2887 c	DELTA DENTAL OF WISCONSIN	FEB 2020	FEB 2020 DENTAL INSURANCE	01/31/2020	41.21	.00		
Total 10051510153:					123.63	.00		
10051600210								
596 ch	ROBINSON'S MARKETING DIV I	25489	CLEANING THROUGH 1/17/20 - CITY HALL	01/31/2020	110.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	25509	CLEANING THROUGH 1/24/20 - CITY HALL	01/31/2020	110.00	.00		
Total 10051600210:					220.00	.00		
10051600340								
934 ch	STAPLES CREDIT PLAN	7304046387	COFFEE - CITY HALL	01/31/2020	26.42	.00		
Total 10051600340:					26.42	.00		
10052100153								
2887 c	DELTA DENTAL OF WISCONSIN	FEB 2020	FEB 2020 DENTAL INSURANCE	01/31/2020	117.74	.00		
Total 10052100153:					117.74	.00		
10052100240								
4674 c	CIT	34622219	PHONE MAINTENANCE - POLICE DEPT	01/31/2020	153.35	.00		
4674 c	CIT	34818830	PHONE MAINTENANCE - POLICE DEPT	01/31/2020	153.35	.00		
Total 10052100240:					306.70	.00		
10052120153								
2887 c	DELTA DENTAL OF WISCONSIN	FEB 2020	FEB 2020 DENTAL INSURANCE	01/31/2020	981.18	.00		
Total 10052120153:					981.18	.00		
10052150210								
596 ch	ROBINSON'S MARKETING DIV I	25489	CLEANING THROUGH 1/17/20 - POLICE STAT	01/31/2020	119.00	.00		
596 ch	ROBINSON'S MARKETING DIV I	25509	CLEANING THROUGH 1/24/20 - POLICE STAT	01/31/2020	119.00	.00		
Total 10052150210:					238.00	.00		
10053100153								
2887 c	DELTA DENTAL OF WISCONSIN	FEB 2020	FEB 2020 DENTAL INSURANCE	01/31/2020	117.74	.00		
2887 c	DELTA DENTAL OF WISCONSIN	FEB 2020	FEB 2020 DENTAL INSURANCE	01/31/2020	76.53	.00		
Total 10053100153:					194.27	.00		
10053100210								
3883 c	ABSOLUTE MOBILE TESTING L	120-313	DRUG/ALCOHOL TESTING - ANNUAL FEE	01/31/2020	75.00	.00		
Total 10053100210:					75.00	.00		
10053230153								
2887 c	DELTA DENTAL OF WISCONSIN	FEB 2020	FEB 2020 DENTAL INSURANCE	01/31/2020	510.22	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	V
Total 10053230153:					510.22	.00		
10053230221								
21 ch	ALLIANT ENERGY	DEC 19 12937	129372 ELECTRIC CHARGES	01/31/2020	443.25	.00		
21 ch	ALLIANT ENERGY	DEC 19 37005	370054 ELECTRIC CHARGES	01/31/2020	116.63	.00		
Total 10053230221:					559.88	.00		
10053230224								
21 ch	ALLIANT ENERGY	DEC 19 12937	129372 GAS CHARGES	01/31/2020	656.22	.00		
21 ch	ALLIANT ENERGY	DEC 19 37005	370054 GAS CHARGES	01/31/2020	221.10	.00		
Total 10053230224:					877.32	.00		
10053310380								
2371 c	MONROE TRUCK EQUIPMENT I	5421557	RESERVOIR - TRUCK #1	01/31/2020	230.35	.00		
2408 c	GORDIE BOUCHER FORD LINC	149866	TAIL LIGHT - TRUCK #1	01/31/2020	59.58	.00		
2408 c	GORDIE BOUCHER FORD LINC	149866	TAIL LIGHT - TRUCK #1 RETURNED	01/31/2020	59.58-	.00		
3175 c	MOTOR PARTS & EXHAUST LLC	1-304202	BRAKE PADS - TRUCK #1	01/31/2020	93.57	.00		
3175 c	MOTOR PARTS & EXHAUST LLC	1-304607	ELECTRIC CORD - STREET TRUCKS	01/31/2020	45.93	.00		
Total 10053310380:					369.85	.00		
10053318340								
3175 c	MOTOR PARTS & EXHAUST LLC	1-304456	PLOW GUIDES	01/31/2020	27.89	.00		
4720 c	CITY OF MILTON	8788	SALT BRINE	01/31/2020	150.00	.00		
Total 10053318340:					177.89	.00		
10054910221								
21 ch	ALLIANT ENERGY	DEC19A 17756	177564 ELECTRIC CHARGES	01/31/2020	17.05	.00		
Total 10054910221:					17.05	.00		
10055110153								
2887 c	DELTA DENTAL OF WISCONSIN	FEB 2020	FEB 2020 DENTAL INSURANCE	01/31/2020	363.04	.00		
Total 10055110153:					363.04	.00		
10055200340								
4862 c	ACE PORTABLES	33765	PUMP OUT PORT-A-POTTY AT FISH POND	01/31/2020	40.00	.00		
Total 10055200340:					40.00	.00		
10056300153								
2887 c	DELTA DENTAL OF WISCONSIN	FEB 2020	FEB 2020 DENTAL INSURANCE	01/31/2020	35.32	.00		
Total 10056300153:					35.32	.00		
40657125820								
4448 c	ARNHEM, LLC	2020	SMALL ED REIMBURSEMENT - A/C FURNAC	01/31/2020	3,000.00	.00		
Total 40657125820:					3,000.00	.00		
40657344820								
4638 c	WERNER ELECTRIC SUPPLY	S6049998.001	LED ADAPTOR/BULBS - STREET LIGHTS	01/31/2020	48.54	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Vo
4638 c	WERNER ELECTRIC SUPPLY	S6051081.001	LED ADAPTOR - STREET LIGHTS	01/31/2020	56.59	.00		
4638 c	WERNER ELECTRIC SUPPLY	S6053006.001	BULBS - STREET LIGHTS	01/31/2020	30.71	.00		
4638 c	WERNER ELECTRIC SUPPLY	S6053006.002	BULBS - STREET LIGHTS	01/31/2020	29.43	.00		
4638 c	WERNER ELECTRIC SUPPLY	S6060389.001	LED ADAPTOR - STREET LIGHTS	01/31/2020	8.64	.00		
Total 40657344820:					173.91	.00		
40657410820								
3161 c	MENARDS	1/28/20	LIGHTS FOR DOWNTOWN PLANT BASKETS	01/31/2020	59.52	.00		
Total 40657410820:					59.52	.00		
60380840340								
934 ch	STAPLES CREDIT PLAN	7304046387	COPY PAPER - PAST DUE NOTICES	01/31/2020	1.58	.00		
Total 60380840340:					1.58	.00		
Grand Totals:					20,449.33	.00		

Total General Fund Vouchers: \$20,449.33

Total Payroll Check Date 1/31/20: \$81,250.95

GRAND TOTAL OF GENERAL FUND: \$101,700.28

Finance Committee Members Signatures of Approval:

DAVID ESAU_____
CANDY DAVIS_____
SARAH BRAUN

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Invoice Date = 01/31/2020

**CITY OF EDGERTON
RESOLUTION No. 01-20**

**Resolution Authorizing the 2019 Property Tax Equivalent
Charged To the Water Utility**

WHEREAS, Wisconsin State Statute 66.0811(2) grants municipalities the power to authorize a lower amount for the property tax equivalent charged to the water utility than would be calculated using current tax rates and plant values; and

WHEREAS, the Common Council would like to control water utility expenses as a means to help control user rates;

NOW, THEREFORE BE IT RESOLVED, that the 2019 Property Tax Equivalent charged to the Edgerton Water Utility will not be more than 3% greater than the 2018 Property Tax Equivalent. The 2019 Property Tax Equivalent shall not exceed \$180,755.

Motion by:

Seconded by:

Roll Call: Yeas: Noes:

Dated: February 3, 2020

Christopher W. Lund, Mayor

ATTEST

Ramona Flanigan, City Administrator

**Edgerton Water Utility
Property Tax Equivalent
December 31, 2019**

Summary of Tax Rates

State	-	City of Edgerton
County	5.907405	Edgerton School
Local	7.123357	Fire District
School	10.329036	Blackhawk VTAE
Vocational School	1.121411	Rock County
Other - Local	-	State of Wisconsin
Other - NonLocal	-	
	<u> -</u>	SUB-TOTALS:
Total Tax Rate	24.481209	STATE SCHOOL
Less: State Credit	(\$1.56876640)	TAX CREDIT
Net Tax Rate	<u>22.912443</u>	

TOTAL TAX RATE:

Property Tax Equivalent Calculation

Local Tax Rate	7.123357
Combined School Tax Rate	11.450446
Other Tax Rate-Local	-
Total Local & School Tax	<u>18.573804</u>
Total Tax Rate	<u>24.481209</u>
Ratio of Local & School Tax to Total	<u>0.758696</u>
Total Tax Net of State Credit	<u>22.912443</u>
Net Local and School Tax Rate	<u>17.383586</u>

Utility Plant 1/1/19	13,137,478.00	
Materials & Supplies	19,815	Acct 602-15000 b/4 inventory ad
Sub-total	<u>13,157,293</u>	
Less: Plant Outside Limits	<u>1,828,900</u>	remains the same each year
Taxable Assets	11,328,393	
Assessment Ratio	99.2172004%	from mil rate worksheet
Assessed Value	11,239,714	
Net Local and School Tax Rate	<u>17.383586</u>	
Computed Tax Equivalent for Current Year	195,387	
Tax Equivalent for 1994 PSC Report	67,819	
Tax Equivalent Authorized by Council	180,755	Approved by Res - 3% increase
Tax Equivalent for Current Year	180,755	
Allocated to Sewer Utility	(2,318)	Need to complete joint meter wo
PSC Remainder Assessment	<u>1,049</u>	602-80928-211 RECLASS TO 60
Water Utility Tax Equivalent Expense	<u>179,486</u>	

CITY OF EDGERTON RESOLUTION No. 02-20

**A RESOLUTION APPROVING THE ASSIGNED FUND BALANCE
FOR THE YEAR ENDING DECEMBER 31, 2019**

WHEREAS, municipal accounting practice requires fund balance to be assigned to recognize specific projects yet to be completed which were budgeted for in prior years; and

WHEREAS, the city assigns fund balance for earned but unpaid sick leave and vacation leave; and

WHEREAS, city ordinances require fund balance to be assigned for capital expenditures, emergency expenditures, and working capital;

NOW THEREFORE, BE IT RESOLVED that the following are the components of the assigned fund balances:

<u>PURPOSE</u>	<u>AMOUNT</u>
Police Department generator	27,766.00
Cemetery roads	2,400.00
Library painting	15,000.00
Edgerton Senior Center – Donations	1,905.00
Park Disc Golf – Donations	220.00
Racetrack Park – Advertising fund	4,311.00
Racetrack Park – Entrance Gate	500.00
Election Equipment	1,500.00
Brown Trust Donation	24,303.00
Tree Purchase - Arboretum	1,291.00
Community Sign Donations	31,350.00
Pool Restroom Partitions	1,060.00
Pool Water Fountain	1,880.00
Compensated Absences – Vacation and Sick Leave	\$305,900.00
Assignments Required by Ordinance	
Capital Expenditures	\$100,000.00
Emergency Expenditures	181,901.00
Working Capital	363,801.00
TOTAL GENERAL FUND ASSIGNMENTS	\$1,065,088.00

Passed and adopted this 3th day of February, 2020

Motion by:

Seconded by:

Roll Call: Yeas: Noes:

Christopher W. Lund, Mayor

ATTEST:

Ramona Flanigan, City Administrator

**CITY OF EDGERTON RESOLUTION No. 03-20
A RESOLUTION APPROVING BUDGET TRANSFERS AND AMENDMENTS
FOR THE YEAR ENDING DECEMBER 31, 2019**

WHEREAS, the City has received unanticipated revenues allowing for more expenditures than anticipated in the 2019 budget document; and

WHEREAS, the City Council designated fund balance to be used for specific expenditures; and

WHEREAS, State Statute 65.06(3) allows for budget transfers between departments or expenditure categories;

NOW THEREFORE, BE IT RESOLVED that the following budget transfers and amendments are approved for the year ending December 31, 2019:

ACCOUNT NAME	ACCOUNT NUMBER	ORIGINAL AMOUNT	INCREASE (DECREASE)	AMENDED AMOUNT
BUDGET TRANSFERS				
To transfer budgeted funds from the city hall operating to cover shortfall for common council operating.				
COMMON COUNCIL - OPER SUP/EXP	100-51100-340	1,500	575	2,075
CITY HALL - OPER SUP/EXP	100-51600-340	6,500	(575)	5,925
To transfer budgeted funds from the unemployment compensation to cover shortfall for attorney retainer and counsel.				
LEGAL - ATTORNEY RETAINER	100-51300-210	25,333	66	25,399
LEGAL - ATTORNEY COUNSEL	100-51310-210	1,000	1,518	2,518
UNEMPLOYMENT COMPENSATION	100-51930-515	2,000	(1,584)	416
To transfer budgeted funds from the municipal court operating to cover shortfall for legal attorney prosecution.				
LEGAL - ATTY PROSECUTION	100-51320-210	12,000	122	12,122
MUN COURT - OPER SUP/EXP	100-51200-340	2,000	(122)	1,878
To transfer budgeted funds from the elections operating to cover shortfall for city clerk publications.				
CITY CLERK - PUB/SUB DUES	100-51430-320	6,000	501	6,501
ELECTIONS - OPER SUP/EXP	100-51440-340	5,500	(501)	4,999
To transfer funds from accounting operating, illegal taxes and unemployment compensation for additional independent acc				
INDEPENDENT ACCOUNTING	100-51511-210	25,000	2,747	27,747
ACCOUNTING OPERATING EXPENSE	100-51510-340	3,000	(1,185)	1,815
ILL TAXES, REFUND, UNCOLLECTABLE	100-51910-740	2,000	(1,394)	606
UNEMPLOYMENT COMPENSATION	100-51930-515	416	(168)	248
To transfer budget funds from the elections wages to cover shortfall for finance mileage reimbursment				
FINANCE - REIMB MILEAGE	100-51520-332	200	245	445
ELECTIONS - WAGES	100-51440-125	900	(245)	655
To transfer budget funds from police admin to cover shortfall in police station operating.				
POLICE STATION - OPER/EXP	100-52150-340	1,800	1,690	3,490
POLICE ADMIN - OPER/EXP	100-52100-340	4,636	(1,690)	2,946
To transfer budget funds from police patrol wages to cover shortfall in police celebration OT wages.				
POLICE CELEBRATION O/T WAGES	100-52145-116	3,000	3,270	6,270
POLICE PATROL WAGES	100-52120-115	565,169	(3,270)	561,899
To transfer budget funds from police admin capital equip to cover shortfall in police station operating.				
CROSSING GUARD - P/T WAGES	100-52160-125	15,300	656	15,956
POLICE PATROL - WAGES	100-52120-115	561,899	(656)	561,243

ACCOUNT NAME	ACCOUNT NUMBER	ORIGINAL AMOUNT	INCREASE (DECREASE)	AMENDED AMOUNT
To transfer budget funds from DPW admin wages to cover shortfall in engineering prof services.				
ENGINEERING - PROF SERVICES	100-53110-210	2,000	2,604	4,604
DPW ADMIN - SALARY	100-53100-111	75,033	(2,604)	72,429
To transfer funds from DPW admin health ins for shortfall in municipal garage - operating.				
MUNI GARAGE - OPER SUP/EXP	100-53230-340	10,000	5,666	15,666
DPW ADMIN - HEALTH INS	100-53100-154	27,838	(5,666)	22,172
To transfer funds from numerous DPW accounts to cover shortfall in street maintenance wages and benefits				
STREET MAINT - WAGES	100-53310-122	48,062	48,836	96,898
MACH & EQUIP - WAGES	100-53240-122	28,904	(2,049)	26,855
REFUSE COLL - WAGES	206-53630-122	31,229	(21,734)	9,495
CITY HALL - WAGES	100-51600-122	4,075	(4,075)	-
CITY HALL - HEALTH INS	100-51600-154	1,243	(1,243)	-
CITY HALL - PROF SERV	100-51600-210	5,464	(2,635)	2,829
DPW ADMIN - RETIREMENT	100- 53100-152	6,826	(2,651)	4,175
TRAFFIC CONTROL - WAGES	100-53400-122	1,907	(1,656)	251
SIDEWALKS - WAGES	100-53430-122	2,815	(1,851)	964
WEED CONTROL - WAGES	100-53640-122	3,863	(3,137)	726
FASS CEMETERY - WAGES	100-54910-122	37,636	(4,461)	33,175
OTH CEMETERIES - WAGES	100-54915-122	3,622	(985)	2,637
DEPOT - OPERATING SUP/EXP	100-55150-340	700	(696)	4
PARKS/PLYGRDS - WAGES	100-55200-122	69,748	(1,194)	68,554
CELEBRATIONS - WAGES	100-55300-122	5,911	(469)	5,442
To transfer funds from savings in public safety to cover road repair projects in 2019.				
STREET MAINT - CAP IMPROV	100-53310-820	62,000	41,764	103,764
POLICE ADMIN - HEALTH INS	100-52100-154	33,073	(33,073)	-
POLICE PATROL - HEALTH INS	100-52120-154	136,894	(8,691)	128,203
To transfer funds from storm sewer wages and benefits to snow/ice wages and benefits.				
SNOW/ICE CONTROL WAGES	100-53318-122	31,347	6,660	38,007
STORM SEWERS - WAGES	100-53440-122	6,233	(5,594)	639
PARKING FAC - OPER SUP/EXP	100-53450-340	1,890	(1,066)	824
To transfer funds from contingent funds to cover shortfall in Vet's Building capital projects.				
VETS BUILDING - CAP IMPROV	100-55140-820	-	18,633	18,633
CONTINGENT FUND	100-51950-900	19,343	(18,633)	710
To transfer funds from contingent funds to cover shortfall in planning expenses.				
PLANNING - PROF SERVICES	100-56300-210	-	515	515
CONTINGENT FUND	100-51950-900	710	(515)	195
BUDGET AMENDMENTS				
To increase the revenue and expenditure budget for fire protection - prof serv.				
STATE - FIRE INSURANCE	100-43420	17,000	743	17,743
FIRE PROTECTION - PROF SERV	100-52200-210	201,198	743	201,941
To increase the revenue and expenditure budgets for building inspections.				
BUILDING PERMITS	100-44300	24,300	52,409	76,709
BLDG INSPECTION - PROF SERV	100-52400-210	27,900	52,409	80,309
To increase the revenue for insurance recoveries and expenses for street lights.				
INSURANCE RECOVERIES	100-48400	6,000	4,117	10,117
STREET LIGHTING - OPER SUP/EXP	100-53420-340	1,500	4,117	5,617

<u>ACCOUNT NAME</u>	<u>ACCOUNT NUMBER</u>	<u>ORIGINAL AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>AMENDED AMOUNT</u>
To increase the revenue for sale of DPW items and interest income and increase exp for street maintenance operating				
SALE OF CITY PROPERTY	100-48310	-	38,035	38,035
INTEREST GEN FUND INVEST	100-48110	6,500	4,805	11,305
STREET MAINT - OPER SUP/EXP	100-53310-340	6,500	42,840	49,340
To increase the revenue for from donations and increase expenses for trees.				
DONATIONS FRM INDIV/ORGNZ	100-48511	-	800	800
STATE AID - MISC GRANTS	100-43590	-	5,000	5,000
STREET MAINT - TREE GRANT	100-53310-390	11,500	5,800	17,300
To increase revenue in donations acct and increase expenses in senior center.				
DONATIONS - SENIOR CENTER	100-48513	-	216	216
SENIOR CENTER - DONATION	100-55148-790	-	216	216
To increase revenue in general fund interest and increase pool capital improvement expenses.				
INTEREST GEN FUND INVEST	100-48110	11,305	10,389	21,694
POOL - CAPITAL IMPROVEMENTS	100-55420-820	31,750	10,389	42,139
To use additional interest earned for the repairs to overhead doors at City Garage				
INTEREST GEN FUND INVEST	100-48110	21,694	7,352	29,046
MUNI GARAGE - CAP IMPROV	100-53230-820	-	7,352	7,352
To use additional interest earned to repair awnings at Veteran's Building				
INTEREST GEN FUND INVEST	100-48110	29,046	13,455	42,501
VETS BUILDING - -CAPIMPROV	100-55140-820	18,633	13,455	32,088
Use of fund balance for roadway project overages and unbudgeted				
INTEREST GEN FUND INVEST	100-48110	42,501	5,918	48,419
INSURANCE RECOVERIES	100-48400	10,117	14,425	24,542
STREET MAINT - CAP IMPROV	100-53310-820	103,764	20,343	124,107

Motion by:

Seconded by:

Roll Call: Yeas: Noes:

Dated: February 3, 2020

Christopher W. Lund, Mayor

ATTEST: _____
Ramona Flanigan, City Administrator

Memo

To: Common Council
From: Staff
Date: 1/31/2020
Re: February 3, 2020 Meeting

Dane County Humane Society Contracts: The City has contracted with the Dane County Humane Society stray animal services for several years. The only change to the 2020 contracts is an increase in the euthanasia fee from \$50 to \$55.

Legal Services Contract: The contract with Murphy Desmond for City Attorney services expire in April of this year. The Finance Committee should decide if it wishes to negotiate a new contract with Murphy Desmond or request proposals. Staff evaluated the retainer contract rate and determined the rate is reasonable based on the time spent on retainer work. Staff is not aware of any performance reasons to seek a different vendor at this time.

The contract for Prosecuting Attorney with Murphy Desmond has a date discrepancy: the contract indicates it expires in April 2020 but the compensation section suggests it was intended to be a 3 year contract which should take it to 2021. Staff recommends we clarify the contract for prosecuting services so that its expiration date is April 2021.

Purchase Fill for 407 N Main Street. Please recall, one required step in the redevelopment of 407 N Main Street is raising the level of the site by filling. An estimated 4,500 cubic yards (cy) of fill was created with the construction of a large greenhouse structure on Caledonia Road. The fill has the correct properties to use as fill on the site. Mr. Bob McGuire has proposed to sell and transport the fill to the site at the appropriate time for \$10/cy. The Engineer's estimate for fill delivered to the site is \$8-15/cy. The estimated cost of the fill is \$45,000. This is within the cost anticipated when evaluating the redevelopment plan and is a TIF eligible expense.

Realtor RFP: Included in your packet is a draft RFP for Realtor Services for listing the Veterans' Memorial Center.

Subordination Agreement: Edgerton Gear is refinancing their bank loans for their building at 20 Gear Drive. The City has three, second position mortgages from TIF incentives. In order to refinance, the City would have to agree to the terms of the refinancing through a subordination agreement. The amount of the primary financing will increase back to the original mortgage amount so the City's position would be similar to when the original subordination was approved. The development has produced significantly more tax increment than required by the TIF agreements making the TIF loans relatively secure.

**CITY OF EDGERTON
Purchase of Services Agreement**

This PURCHASE OF SERVICES AGREEMENT (the "Agreement"), made and entered into on January 1, 2020 (the "Effective Date"), by and between the City of Edgerton (the "CITY"), a Wisconsin municipal corporation, and Dane County Humane Society ("DCHS"), a Wisconsin non-stock corporation, is as follows.

RECITALS

1.1 WHEREAS, the CITY, whose address is 12 Albion St., Edgerton, Wisconsin 53534, desires to purchase services from DCHS for (i) the care, treatment, and humane disposal of impounded animals seized within the geographical limits of the CITY by humane officers and/or law enforcement personnel pursuant to Chapter 173 of the Wisconsin Statutes and other such authority; and (ii) the delivery of rabies-related services for stray, abandoned, and impounded animals located within the geographic limits of the CITY and believed to be afflicted by the rabies virus.

1.2 WHEREAS, at all times this Agreement shall be construed so as to maximize the welfare of the animals who are the subject hereof and who are cared for by DCHS pursuant to the terms of this Agreement.

1.3 WHEREAS, the CITY's fiscal year runs from January 1 through December 31 of each calendar year.

1.4 WHEREAS, DCHS maintains a principal place of business located at 5132 Voges Road, Madison, Wisconsin 53718 (the "Voges Road Facility"), but periodically uses third party facilities to pursue its mission.

1.5 WHEREAS, DCHS is a person authorized to enter into a contract with a political subdivision as defined in Wis. Stat. § 173.15(1) and acknowledges its obligations under Wis. Stat. § 173.15(2) in relation to said contract.

1.6 WHEREAS, the CITY has the authority and/or obligation to enforce, among other things, the following statutes and ordinances: (i) Chapter 951 of the Wisconsin Statutes ("Crimes Against Animals"); (ii) Chapter 174 of the Wisconsin Statutes ("Dogs"); and (iii) Chapter 173 of the Wisconsin Statutes ("Animals; Humane Officers") (collectively the "Animal Care Laws").

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the CITY and DCHS as follows:

1.0 **SERVICES AND COSTS FOR SERVICES.** DCHS agrees to provide the services detailed in Section 4.0 of this Agreement in relation to animals found or otherwise maintained within CITY geographical limits in exchange for the compensation set forth on **Schedule A.**

2.0 **TERM OF AGREEMENT AND RENEWAL.**

2.1 **Term.** The term of this Agreement shall commence on January 1, 2020 and shall terminate on December 31, 2020, unless sooner agreed to in writing by the parties or renewed pursuant to paragraph 2.3 below. The Agreement may also be terminated before December 31, 2019 if permitted under Section 5.0.

2.2 **Completion of Obligations.** DCHS's obligations complete after December 31, 2020 (or by the end of each renewal term in the event of a renewal of this Agreement pursuant to paragraph 2.3). CITY shall not be liable for any services performed by DCHS other than during the term of this Agreement, including any renewal terms. Notwithstanding this fact, CITY shall be obligated to pay all fees set forth in **Schedule A** in relation to services commenced during the term of this Agreement that carry over to a subsequent year.

2.3 **Renewal Procedures.** The Agreement shall not renew automatically and nothing in this Agreement shall be construed as requiring the CITY or DCHS to renew the Agreement. In the event that either party desires to extend this Agreement beyond December 31 of any given year, the party requesting the renewal must provide notice to the other party during the existing term of the Agreement but no later than September 1 of a given year.

2.4 **Form of Renewal Contract.** The parties acknowledge that they have worked in good faith to negotiate the terms of this Agreement. Any renewal of this Agreement pursuant to paragraph 2.3 shall be in writing but need not restate each and every term of this Agreement. Rather, this Agreement shall be incorporated by reference into any renewal contract subject to any modifications set forth in the renewal contract.

3.0 **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings provided below:

3.1 **Abandoned.** A companion, exotic or livestock animal left for any length of time without apparent provision for its food, water, or other care as is reasonably necessary for the animal's health. An abandoned animal includes, but is not limited to, an animal owned by a known individual who, because of the owner's death, disability, incarceration, eviction or other like circumstance, is unable or unwilling to provide appropriate care for the animal. It also includes animals whose owners are unknown.

3.2 **Companion Animals.** Dogs, cats, rabbits, guinea pigs, hamsters, mice, ferrets, birds, fish, reptiles, amphibians, invertebrates, or any other species of wild or domestic or

hybrid animal sold, transferred, or retained for the purpose of being kept as a household pet, except large and small livestock, as defined in paragraphs 3.4 and 3.5 below.

3.3 Exotic Animal. An animal that is not normally domesticated in the United States or that is wild by nature as further defined by the *City of Edgerton Code of Ordinances* §29.03(7).

3.4 Large Livestock. Includes, without limitation, horses, bovines, sheep, goats, pigs, llamas, alpacas, farm-raised deer, and similar types of large bodied domesticated animals typically raised on a farm, ranch, or similar environment.

3.5 Small Livestock. Includes, without limitation, rabbits raised for food, domestic fowl, farm-raised game bird and similar types of small-bodied domesticated animals typically raised on a farm, ranch, or similar environment and which are able to be housed communally.

3.6 Redemption. Means the identification and verification of ownership of a stray or abandoned animal and the return of the animal to its owner.

3.7 Stray. A companion, exotic or livestock animal found wandering at large whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort.

3.8 Unclaimed. A companion, exotic, or large or small livestock animal that is found abandoned or stray whose owner has failed to redeem the animal.

3.9 Wild Animal. The definition of wild animal is found in the *City of Edgerton Code of Ordinances* § 29.03(7) and is incorporated herein by reference.

3.10 Impound. The withholding of an animal from its owner under Wis. Stat. § 173.21 on any of the following grounds:

3.10.1 Mistreatment. The humane or law enforcement officer determines that there are reasonable grounds to believe that the owner has mistreated the animal in violation of Chapter 951 of the Wisconsin Statutes.

3.10.2. Public Health and Safety. The humane or law enforcement officer determines that there are reasonable grounds to believe that the animal poses a significant threat to public health, safety or welfare.

3.10.3 Evidence. The animal may be used as evidence in a pending prosecution.

3.10.4 Court Order. A court has ordered the animal withheld for any reason.

3.11 Seizure. The taking of an animal, whose owner is known, into custody by a humane or law enforcement officer pursuant to Wis. Stat. § 173.13.

3.12 Surrender. The voluntary transfer of custody and ownership of an animal, in writing, by the animal's owner, to a humane or law enforcement officer or to DCHS.

3.13 Communally Housed Animal. For purposes of this Agreement, means an animal that is typically maintained communally and includes, without limitation, mice, rats, gerbils, and hamsters. Certain small livestock, in addition to other animals, can be, and historically are, communally housed.

4.0 DESCRIPTION OF SERVICES.

4.1 Cooperation. DCHS agrees to use commercially reasonable methods in working with all CITY departments, agencies, employees and officers in providing the services described in this Agreement. The CITY agrees to use commercially reasonable methods in working with DCHS in order to enable DCHS to provide the services described herein and in paying for such services.

4.2 DCHS Personnel. DCHS agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the CITY. DCHS shall ensure that its personnel are instructed that they do not have any direct contractual relationship with the CITY. Except as otherwise provided in this Agreement, CITY shall have no authority over any aspect of DCHS's personnel practices and policies and shall not be liable for actions arising from such practices and policies.

4.3 Transportation of Animals. DCHS agrees to transport any animal geographically located in the CITY and initially dropped off at any DCHS-approved animal drop-off, care or treatment facilities to the DCHS main shelter. As of the Effective Date, the only DCHS approved drop-off location is the UW Veterinary Care located at 2015 Linden Drive, Madison, WI 53706 . Any change to the drop-off facility shall be approved by DCHS and confirmed in writing.

4.4 24-hour Drop Off Availability. DCHS will provide, or assure the availability of, an appropriate facility that will provide admitting and animal care services 24 hours a day, 7 days a week for the animals dropped off by humane and law enforcement officers operating within the geographical boundaries of Dane CTY, including the City of Edgerton.

4.5 Services for Impounded Animals. DCHS agrees to provide animal care services as well as euthanasia and cremation services (where required) for companion, large and small livestock, and exotic animals that are seized within the geographical limits of Dane CTY, including the City of Edgerton, which have been seized by humane officers or law enforcement personnel and impounded at the Voges Road Facility, or any other DCHS-approved facility. Animal care services shall include: (i) admitting services as deemed appropriate by DCHS; (ii) daily custodial care; (iii) necessary and appropriate veterinary

treatment; and (iv) euthanasia services for animals serviced by DCHS under this Agreement which are subject to euthanasia by court order or for any other reason. Custodial care shall include the provision of adequate food and water to maintain the animal's health; daily health checks; and adequate shelter as required by Wis. Stat. § 951.14. Animal care services will be provided on the day the animal is admitted to the Voges Road Facility, or any other DCHS-approved facility and until the animal is either removed from the facility, the animal is deemed unclaimed or is otherwise surrendered, the animal is returned to the owner, or ownership of the animal is transferred to DCHS by order of any court of competent jurisdiction. The humane officer or law enforcement officer dropping any such animal off shall identify the name of the animal's owner, if known, and advise DCHS of its impound status.

4.6 Notice and Penalties for Impounds. The parties agree to the following procedures with respect to impounded animals.

4.6.1 Notice by DCHS. With respect to any impounded animal being provided services by DCHS pursuant to this Agreement, DCHS shall have the unilateral right to require the CITY to take custody of the animal upon ten (10) days written notice to the CITY requesting that any such animal be picked up from the Voges Road Facility, or any other DCHS-approved drop off facility. Notwithstanding the notice provisions of paragraph 13.1 below, said notice for purposes of this paragraph 4.6.1 shall be in writing and delivered via facsimile to the CITY of Edgerton Police Chief. Said notice shall be deemed "received" the day it is transmitted by facsimile.

4.6.2 Penalty. If the CITY fails to pick-up the animal by the 10th day after the CITY has received the written notice described above, the CITY shall be charged \$200.00 (one hundred dollars and no cents) per day (per animal) for each day thereafter that the animal remains in the care of DCHS.

4.6.3 Livestock and Exotic Animal Impounds. DCHS will provide services under this Agreement for large and small livestock and exotic animals on a limited basis. The CITY must seek pre-approval from DCHS' Executive Director to impound large and small livestock and exotic animals at the Voges Road facility. DCHS may deny admission or require the CITY to remove impounded livestock and exotic animals with notice as specified in paragraph 4.6.1.

4.7 Rabies Control Services.

4.7.1 Quarantine Services. DCHS agrees to provide animal care, isolation, observation, and rabies-testing services for animals as required by Wis. Stat. § 95.21. DCHS agrees to provide such services on an as needed basis upon request of the CITY. The parties acknowledge that rabies testing may be accomplished in two ways, namely (a) immediate euthanasia of the

animal and brain pathology testing (“Euthanasia Testing”); or (b) 10-day quarantine of the animal with veterinary observation during the incubation period of the rabies virus (“Observation Testing”). DCHS’s obligation to perform Euthanasia Testing shall be in its sole and absolute discretion. If DCHS refuses to perform Euthanasia Testing and opts instead to perform Observation Testing, the CITY shall have the right to retrieve the animal from the Voges Road Facility (or any other facility approved by DCHS) and have Euthanasia Testing accomplished through a different vendor. DCHS shall have no obligation to pick up or otherwise transport animals suspected of carrying the rabies virus to the Voges Road Facility (or any other DCHS-approved facility). Notwithstanding the foregoing, DCHS shall neither be responsible nor have any liability for the transportation of animal remains for rabies testing to the Wisconsin State Lab of Hygiene. To facilitate transfer of such remains, DCHS shall contact the CITY via email the day before a specimen must be picked up for rabies testing. CITY shall then be responsible for retrieving the specimen from DCHS within 24 hours of such notice. In the event DCHS is unsure whether the animal had actual exposure to rabies, DCHS will advise CITY before preparing the specimen.

4.7.2 Rabies Services for Stray Animals. The parties agree that the rabies services set forth in paragraph 4.7.1 shall be performed by DCHS on both impounded animals and stray and abandoned animals. The CITY will pay for any custodial care services provided to stray or abandoned animals subject to Observation Testing pursued pursuant to paragraph 4.7.1 in accordance with the payment protocols set forth in **Schedule A** of this Agreement even though the principal services at issue in this Agreement are to impounded animals.

4.7.3 Owner Reimbursement for Rabies Observation and Testing Services. If the owner of an animal is known, DCHS agrees to provide the CITY with all information it has regarding the owner’s identity and address so that the CITY may seek reimbursement from such owner of any expenses incurred in connection with keeping the animal in isolation, the supervision and examination of the animal by a veterinarian, and the preparation of the carcass for laboratory examination. DCHS itself shall have no obligation to undertake collection efforts from the owner.

4.7.4 Rabies Vaccination Program. DCHS agrees to comply with all statutory mandates regarding the vaccination of animals against rabies.

5.0 TERMINATION OF AGREEMENT.

5.1 Termination Without Cause. Either party may terminate this Agreement, for any reason or no reason, at any time upon ninety (90) days’ written notice.

5.2 Immediate Termination for Cause. The following shall constitute grounds for immediate termination by the non-breaching party.

5.2.1 Violation of Law. DCHS's violation of any state, federal, or local law, or failure by DCHS to comply with any applicable state or federal service standards, as expressed by applicable statutes, rules and regulations.

5.2.2 Licenses and Certifications. DCHS's failure to carry and maintain all applicable licenses or certifications as required by any state, federal, or local law.

5.2.3 Failure to Report. DCHS's failure to comply with its reporting requirements contained in Section 10.0 and Schedule B of this Agreement.

5.2.4 Untimely Payment. The CITY's failure to pay DCHS the monthly payments set forth in Schedule A to this Agreement within thirty (30) days of receipt of DCHS's invoice.

5.3 30-Day Termination for Cause. In the event either party engages in a material breach of this Agreement other than as set forth in paragraph 5.2 above, the non-breaching party shall have the right to terminate this Agreement by giving the breaching party thirty (30) days written notice of the termination.

5.4 Termination Due to Inadequate Public Funding. If during the term of this Agreement, the City Council of City of Edgerton shall fail to appropriate sufficient funds to carry out the CITY's payment obligations as expressed herein, this Agreement shall be automatically terminated as of the date funds are no longer available. The CITY shall provide immediate written notice of the funding shortfall and the date on which the termination is to take effect. Notwithstanding the foregoing, this provision shall not relieve the CITY of its responsibility to pay for all services provided or furnished to the CITY by DCHS prior to the date of said termination.

6.0 INSURANCE AND INDEMNIFICATION.

6.1 Indemnification of CITY. DCHS shall indemnify, hold harmless and defend CITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which CITY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of DCHS furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of CITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of DCHS under this paragraph shall survive the expiration or termination of this Agreement.

6.2 Indemnification of DCHS. The CITY shall indemnify, hold harmless and defend DCHS, its directors, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which DCHS, its directors, officers, employees, and representatives may sustain, incur, or be required to pay by reason of the CITY's performance under this Agreement; provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of DCHS, its directors, officers, employees, and representatives. The obligations of the CITY under this paragraph shall survive the expiration or termination of this Agreement.

6.3 Insurance. In order to protect itself and CITY as well as CITY's officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, DCHS shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (*as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services*) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Commissioner of Insurance, with liability coverage provided for therein in the amounts of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. CITY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, DCHS shall furnish CITY with a certificate of insurance listing CITY as an additional insured and, upon request, certified copies of the required insurance policies. If DCHS's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement. The Certificate of Insurance shall state that coverage is Claims-Made and specify the Retroactive Date. DCHS shall maintain coverage for the duration of this Agreement and for two years following the termination of this Agreement. DCHS shall furnish CITY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that DCHS shall furnish the CITY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either DCHS or CITY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by DCHS. In the event any action, suit or other proceeding is brought against CITY upon any matter herein indemnified against, CITY shall give reasonable notice thereof to DCHS and shall cooperate with DCHS's attorneys in the defense of the action, suit or other proceeding. DCHS shall furnish evidence of adequate Worker's Compensation Insurance.

6.4 Waiver of Insurance. The parties do hereby expressly agree that CITY, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by the CITY's Risk Manager taking into account the nature of the work and other factors relevant to the CITY's exposure, if any, under this Agreement.

6.5 Insurance for Subcontractors. In case of any subcontracting of work under this Agreement, DCHS shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of DCHS.

7.0 ASSIGNMENT/TRANSFER. DCHS shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of CITY unless otherwise provided herein, provided that claims for money due or to become due DCHS from CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to DCHS shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. DCHS shall promptly provide notice of any such assignment or transfer to CITY.

8.0 NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by CITY or DCHS of any breach of the covenants of this Agreement or a waiver of any default of DCHS or CITY and the making of any such payment or acceptance of any such service or product by CITY or DHCS while any such default or breach shall exist shall in no way impair or prejudice the right of CITY or DHCS with respect to recovery of damages or other remedy as a result of such breach or default.

9.0 PAYMENT. CITY agrees to make payments for services rendered under this Agreement as and in the manner specified in this Agreement and in the attached **Schedule A**, which is fully incorporated herein by reference.

10.0 REPORTS. DCHS agrees to prepare reports as are required in the attached **Schedule B**, which is fully incorporated herein by reference. With respect to such reports, it is expressly understood that time is of the essence and that the failure of DCHS to comply with the time limits set forth in **Schedule B** may result in the withholding of payments by CITY otherwise due DCHS under the terms of this Agreement.

11.0 DISCRIMINATION PROHIBITED.

11.1 Policy of Non-Discrimination. During the term of this Agreement, DCHS agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, or any other protected class characteristic, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment,

advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

11.2 Posting. DCHS agrees to post in conspicuous places, available to all employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law providing additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

12.0 COMPLIANCE WITH STATE OF WISCONSIN OBLIGATIONS. DCHS warrants that it has complied with all necessary requirements to do business in the State of Wisconsin. DCHS shall notify the CITY immediately, in writing, of any change in its registered agent, its registered agent's address, and DCHS's legal status.

13.0 NOTICE.

13.1 Notice to CITY. Except as more specifically provided by the terms of this Agreement, notice to the CITY shall be delivered via first class mail, return receipt requested, as follows:

Ramona Flanigan
City Administrator
City of Edgerton
12 Albion St.
Edgerton, WI 53534

13.2 Notice to DCHS. Except as more specifically provided by the terms of this Agreement, notice to DCHS shall be delivered via first class mail, return receipt requested, as follows:

Pam McCloud Smith
Executive Director
Dane County Humane Society
5132 Voges Road
Madison, WI 53718

and

Joseph S. Goode, Esq.
Laffey, Leitner & Goode LLC
325 E. Chicago St.
Suite 200
Milwaukee, WI 53202

14.0 MISCELLANEOUS.

14.1 Integrated Agreement. This document together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersedes any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

14.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

14.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Dane County Circuit Court (State of Wisconsin).

14.4 Construction.

14.4.1 No Construction Against the Drafter. Provisions in which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

14.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

14.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances, the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

14.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

15.0 ASSIGNMENT. Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

16.0 THIRD-PARTY BENEFICIARIES. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the CITY.

17.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement

18.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

19.0 WARRANTY OF CAPACITY TO EXECUTE.

19.1 Capacity of Mayor Christopher Lund, the CITY's Mayor, warrants that he has the legal authority to execute this Agreement on behalf of the CITY and to receive the consideration specified in it, and that neither he nor the CITY have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

19.2 Capacity of Executive Director. Pam McCloud Smith, Executive Director of DCHS, warrants that she has the legal authority to execute this Agreement on behalf of DCHS and to receive the consideration specified in it, and that neither she nor DCHS have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

CITY OF EDGERTON

By: _____

Its: Mayor

Dated: _____

DANE COUNTY HUMANE SOCIETY

By: _____

Its: Executive Director

Dated: _____

SCHEDULE A
REIMBURSEMENT FOR IMPOUND AND RABIES SERVICES

1.0 Maximum Costs.

1.1 Pursuant to Section 1.0 of the Agreement, CITY agrees to pay DCHS for providing the services identified in Section 4.0 of the Agreement as follows:

1.1.1 Pursuant to paragraph 4.5 of the Agreement, CITY shall pay DCHS one admission fee of **\$70.00 (seventy dollars)** for each impounded dog or cat admitted to DCHS, or any other animal not communally housed. The admission fee includes an initial veterinary assessment. CITY shall pay DCHS an admission fee of **\$45.00 (forty-five dollars)** for each communally housed animal, excluding dogs or cats.

1.1.2 Pursuant to paragraph 4.5 of the Agreement, CITY shall pay DCHS **\$19.00 (nineteen dollars)** per day, per animal for the animal care services provided to impounded companion, large livestock, and exotic animals, and **\$9.50 (nine and 50/100 dollars)** per day, per animal for the animal care services provided to impounded small livestock animals housed communally as well as all other communally housed animals, other than dogs and cats.

1.1.3 Pursuant to paragraphs 4.7.1 and 4.7.2 of the Agreement, CITY shall pay DCHS **\$19.00 (nineteen dollars)** per animal, per day for the 10-day isolation, veterinary monitoring and observation of dogs and cats suspected of being exposed to or infected with rabies.

1.1.4 Pursuant to paragraphs 4.7.1 and 4.7.2 of the Agreement, CITY shall pay DCHS **\$65.00 (sixty-five dollars)** for each animal carcass that the DCHS prepares for rabies testing.

1.1.5 Pursuant to paragraph 4.6.2 of the Agreement, CITY shall pay DCHS a **\$200.00 (two hundred dollars)** penalty per animal, per day for impounded animals left in the care of DCHS beyond the period identified in paragraph 4.6.1.

1.1.6 Pursuant to paragraphs 4.5, 4.7.1, and 4.7.2, CITY shall pay DCHS **\$55.00 (fifty five dollars)** for each impounded animal that is humanely euthanized and cremated by DCHS.

Exceptional veterinary services provided by non-DCHS staff will be billed to CITY on an as incurred basis at the rate charged by DCHS.

1.1.7 Pursuant to paragraph 4.3 CITY shall pay DCHS **\$25.00 (twenty-five dollars)** for each animal DCHS transports from the UW

Veterinary Care facility, or any other designated DCHS drop-off location to the main shelter at 5132 Voges Road.

2.0 **Method of Payment.** CITY shall pay DCHS after DCHS makes a request for payment on a monthly billing statement, which shall be sent no later than the 10th day of each month subsequent to the delivery of services. The parties have agreed upon the form of billing statement to be used by DCHS in the form attached to this **Schedule A** as **Exhibit 1**. CITY shall pay the statement within thirty (30) days of receipt thereof. The monthly billing statement shall identify the service provided and shall include the following additional information:

2.1 The name of the owner, the owner's last known address and phone number, the booking number and the kind of animal for which payment is sought (segregated by the four categories of "dog", "cat", "large livestock", "small livestock", and "other").

2.2 The number of custodial care days claimed for each animal identified in paragraph 2.1 of this **Schedule A**.

2.3 The number of rabies observation days claimed for each animal identified in 2.1 of this **Schedule A**.

2.4 The parties agree to work collaboratively to deliver more detailed information to provide the CITY the ability to easily audit the aggregate numbers referenced in 2.1, 2.2, and 2.3 of this **Schedule A**.

3.0 **Alternate Method of Payment.** Notwithstanding the agreed upon method of payment stated above, CITY may at its option refuse to advance all or a portion of any unearned payment otherwise due to the DCHS if CITY reasonably suspects any of the following:

3.1 DCHS has mismanaged any funds provided by CITY.

3.2 Funds in DCHS's possession are at risk of being seized by DCHS's creditors or other adverse interest.

3.3 DCHS appears incapable of maintaining itself as a going concern.

4.0 **Notice of Financial Instability.** DCHS shall give CITY immediate notice of any of the following events:

4.1 That DCHS is unable to meet its financial obligations to its employees, to the state or federal government, or to any creditor.

4.2 That DCHS has written a check drawn on insufficient funds.

4.3 That DCHS has received notice that it has been sued or that a lawsuit against DCHS.

4.4 That DCHS has filed for bankruptcy protection.

4.5 That DCHS has sustained or will sustain a loss for which it has insufficient financial resources.

4.6 Any other event that impedes DCHS's ability to perform under this agreement.

5.0 Collection of Humane Officer and Animal Control Officer Fees Related to Impoundments and Costs for Impoundment and Rabies Related Services. DCHS shall provide CITY with all information in its possession regarding the owner(s) of the animals for which services are provided and the costs of the services provided by DCHS pursuant to this Agreement in order to assist CITY in its collection efforts against said owners. Such information shall be provided on a monthly basis as billed to the CITY in the form set forth in Section 2.0 of this Schedule A. The parties have agreed upon the form to be used in the reporting of all such information as set forth in the exemplar report attached to this Schedule A as Exhibit 2. CITY agrees that DCHS shall have no duty to collect funds for CITY.

**SCHEDULE A
(EXHIBIT 1)**

City of Edgerton
 City Administrator
 12 Albion St.
 Edgerton, WI 53534

Attn: Accounts Receivable

Invoice of Dane County Humane Society to City of Edgerton for Services Rendered				
				Invoice No. XXXXX
February 10, 2020				
For Services Rendered January 1, 2020 – January 31, 2020				
	#Animals	#Care Days	Unit Cost	Extended Cost
Impounded Animals-Admitting				
Dogs	0	0	\$70.00	\$
Cats	0	0	\$70.00	\$
Other	0	0	\$70.00	\$
Livestock	0	0	\$70.00	\$
Impounded Animals –Custodial Care				
Dogs	1	12	\$19.00	\$228.00
Cats	0	0	\$19.00	\$
Other	0	0	\$19.00	\$
Livestock	0	0	\$19.00	\$
Impounded Animals-Euthanasia	2		\$55.00	\$110.00
Rabies Observation-Custodial Care	8	30	\$19.00	\$570.00
Rabies-Tests (see attached reports)	49		\$65.00	\$3185.00
Impound Penalties	0	0	\$200.00	\$
Amount Due to DCHS under 2020 Contract				\$3,893.00

Please remit amount due to DCHS no later than 30 days after receipt				

**SCHEDULE A
(EXHIBIT 2)**

City of Edgerton
City Administrator
12 Albion St.
Edgerton, WI 53534

Attn: Accounts Receivable

Listing of Known Owners for Admitted Animals City of Edgerton Impound Contract with Dane County Humane Society			
February 10, 2020			
For animals admitted January 1, 2020 - January 31, 2020			
Booking Number	Type of Animal	Owner Name	Owner Address
XXXX	Dog	Bob Smith	1234 N. Rodgers St., Edgerton, WI 53534
XXXX	Cat	Lilly White	218 Paradise Rd., Edgerton, WI 53534
XXXX	Livestock	John Rockefeller	180 Hwy. Q, Edgerton, WI 53522
XXXX	Other	Janice Blue	2810 Chicago St., Edgerton, WI 53511

SCHEDULE B
REPORTS

Costs billed by DCHS to the CITY will be paid with public funds. The parties acknowledge that as a custodian of public funds, the CITY has an interest understanding the expenses incurred by DCHS in providing services under this Agreement. With that understanding, DCHS agrees to provide CITY with the reports described below.

1.0 **Audited Financial Statements.** For each year services are provided under this Agreement, DCHS shall provide a copy of its audited financial statements to the CITY no later than 180 days after the end of the calendar year.

Stray

CITY OF EDGERTON
Purchase of Services Agreement

This PURCHASE OF SERVICES AGREEMENT (the "Agreement"), made and entered into on January 1, 2020 (the "Effective Date"), by and between the City of Edgerton (the "CITY"), a Wisconsin municipal corporation, and Dane County Humane Society ("DCHS"), a Wisconsin non-stock corporation, is as follows.

RECITALS

WHEREAS, the CITY, whose address is 12 Albion St., Edgerton, Wisconsin 53534, desires to purchase services from DCHS for the care, treatment, and humane disposal of stray and abandoned animals located within the geographic limits of the CITY.

WHEREAS, at all times this Agreement shall be construed so as to maximize the welfare of the animals who are the subject hereof and who are cared for by DCHS pursuant to the terms of this Agreement.

WHEREAS, the CITY's fiscal year runs from January 1 through December 31 of each calendar year.

WHEREAS, DCHS maintains a principal place of business located at 5132 Voges Road, Madison, Wisconsin 53718 (the "Voges Road Facility"), but periodically uses third party facilities to pursue its mission.

WHEREAS, DCHS is a person authorized to enter into a contract with a political subdivision as defined in Wis. Stat. § 173.15(1) and acknowledges its obligations under Wis. Stat. § 173.15(2) in relation to said contract.

WHEREAS, the CITY has the authority and/or obligation to enforce, among other things, the following statutes and ordinances: (i) Chapter 951 of the Wisconsin Statutes ("Crimes Against Animals"); (ii) Chapter 174 of the Wisconsin Statutes ("Dogs"); and (iii) Chapter 173 of the Wisconsin Statutes ("Animals; Humane Officers" (collectively the "Animal Care Laws").

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the CITY and DCHS as follows:

1.0 SERVICES AND COSTS FOR SERVICES. DCHS agrees to provide the services detailed in Section 4.0 of this Agreement in relation to animals found or otherwise maintained within CITY geographical limits in exchange for the compensation set forth on Schedule A.

2.0 TERM OF AGREEMENT AND RENEWAL.

2.1 Term. The term of this Agreement shall commence on January 1, 2020 and shall terminate on December 31, 2020, unless sooner agreed to in writing by the parties or renewed pursuant to paragraph 2.3 below. The Agreement may also be terminated before December 31, 2019 if permitted under Section 5.0.

2.2 Completion of Obligations. DCHS's obligations are complete after December 31, 2020 (or by the end of each renewal term in the event of a renewal of this Agreement pursuant to paragraph 2.3). CITY shall not be liable for any services performed by DCHS other than during the term of this Agreement, including any renewal terms. Notwithstanding this fact, CITY shall be obligated to pay all fees set forth in **Schedule A** in relation to services commenced during the term of this Agreement that carry over to a subsequent year.

2.3 Renewal Procedures. The Agreement shall not renew automatically and nothing in this Agreement shall be construed as requiring the CITY or DCHS to renew the Agreement. In the event that either party desires to extend this Agreement beyond December 31 of any given year, the party requesting the renewal must provide notice to the other party during the existing term of the Agreement but no later than September 1 of a given year.

2.4 Form of Renewal Contract. The parties acknowledge that they have worked in good faith to negotiate the terms of this Agreement. Any renewal of this Agreement pursuant to paragraph 2.3 shall be in writing but need not restate each and every term of this Agreement. Rather, this Agreement shall be incorporated by reference into any renewal contract subject to any modifications set forth in the renewal contract.

3.0 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings provided below:

3.1 Abandoned. A companion, exotic or livestock animal left for any length of time without apparent provision for its food, water, or other care as is reasonably necessary for the animal's health. An abandoned animal includes, but is not limited to, an animal owned by a known individual who, because of the owner's death, disability, incarceration, eviction or other like circumstance, is unable or unwilling to provide appropriate care for the animal. It also includes animals whose owners are unknown.

3.2 Companion Animals. Dogs, cats, rabbits, guinea pigs, hamsters, mice, ferrets, birds, fish, reptiles, amphibians, invertebrates, or any other species of wild or domestic or hybrid animal sold, transferred, or retained for the purpose of being kept as a household pet, except large and small livestock, as defined in paragraphs 3.4 and 3.5 below.

3.3 Exotic Animal. An animal that is not normally domesticated in the United States or that is wild by nature as further defined by the *City of Edgerton Code of Ordinances* § 29.03(7).

3.4 Large Livestock. Includes, without limitation, horses, bovines, sheep, goats, pigs, llamas, alpacas, farm-raised deer, and similar types of large-bodied domesticated animals typically raised on a farm, ranch, or similar environment.

3.5 Small Livestock. Includes, without limitation, rabbits raised for food, domestic fowl, farm-raised game bird and similar types of small-bodied domesticated animals typically raised on a farm, ranch, or similar environment and which are able to be housed communally.

3.6 Redemption. Means the identification and verification of ownership of a stray or abandoned animal and the return of the animal to its owner.

3.7 Stray. A companion, exotic or livestock animal found wandering at large whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort.

3.8 Unclaimed. A companion, exotic, or large or small livestock animal that is found abandoned or stray whose owner has failed to redeem the animal.

3.9 Wild Animal. The definition of wild animal is found in the *City of Edgerton Code of Ordinances* § 29.03(7) and is incorporated herein by reference.

3.10 Communally Housed Animal. For purposes of this Agreement, means an animal that is typically maintained communally and includes, without limitation, mice, rats, gerbils, and hamsters. Certain small livestock, in addition to other animals, can be, and historically are, communally housed.

4.0 DESCRIPTION OF SERVICES.

4.1 Cooperation. DCHS agrees to use commercially reasonable methods in working with all CITY departments, agencies, employees and officers in providing the services described in this Agreement. The CITY agrees to use commercially reasonable methods in working with DCHS in order to enable DCHS to provide the services described herein and in paying for such services.

4.2 DCHS Personnel. DCHS agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the CITY. DCHS shall ensure that its personnel are instructed that they do not have any direct contractual relationship with the CITY. Except as otherwise provided in this Agreement, CITY shall have no authority over any aspect of DCHS's personnel practices and policies and shall not be liable for actions arising from such practices and policies.

4.3 Transportation of Animals. DCHS agrees to transport any animal geographically located in the CITY and initially dropped off at any DCHS-approved animal drop-off, care or treatment facilities to the DCHS main shelter. As of the Effective Date, the only DCHS-approved drop-off location is the UW Veterinary Care located at 2015 Linden Drive, Madison, WI 53706 . Any change to the drop-off facility shall be approved by DCHS and confirmed in writing.

4.4 24-hour Drop Off Availability. DCHS will provide, or assure the availability of, an appropriate facility that will provide admitting and animal care services 24 hours a day, 7 days a week for the animals dropped off by humane and law enforcement officers operating within the geographical boundaries of Dane CTY, including the City of Edgerton.

4.5 Services for Abandoned and Stray Animals. DCHS agrees to provide animal care services (as described below in this paragraph) as well as humane euthanasia and cremation services for companion, livestock and exotic animals that are found stray or abandoned within the geographical limits of Dane CTY, including the City of Edgerton, and that are dropped off at the Voges Road Facility, or any other DCHS approved facility. Animal care services shall include: (i) admitting services as deemed appropriate by DCHS; (ii) daily custodial care; (iii) necessary and appropriate veterinary treatment; and (iv) redemption services. Animal care services purchased under the terms of this Agreement include those provided on the day the animal is admitted to either the Voges Road Facility, or other DCHS-approved facility and those animal care services provided for up to six (6) days thereafter, for a total of seven (7) days, except for abandoned animals as defined in paragraph 3.1 above. Animal care services for abandoned animals will be provided and billed for up to ten (10) days until the animal either leaves the care of DCHS or ownership is transferred to DCHS, whichever occurs first. Notwithstanding the foregoing, in the event an owner of an abandoned animal seeks to continue to enforce their ownership rights over the animal such that DCHS is obligated to continue to provide custodial care to the animal beyond the 10-day period identified above (by court order or otherwise), the CITY shall continue to reimburse DCHS at the rate set forth for abandoned animals. DCHS will notify the CITY if an owner enforces his/her ownership rights by court order.

4.5.1 Admitting Services. DCHS shall have the sole and exclusive discretion under this Agreement to provide those admitting services that it deems in its professional judgment are in the best interest of the animal and the shelter environment in which the animal is maintained.

4.5.2 Custodial Care. Custodial care shall include, for each animal cared for under the terms of this Agreement, the provision of: (i) adequate food and water to maintain the animal's health; (ii) daily health check; and (iii) adequate shelter as required by Wis. Stat § 951.44.

4.5.3 Necessary and Appropriate Veterinary Care. Necessary and appropriate veterinary care and treatment, beyond that provided every

animal upon admission and beyond daily custodial care, shall be provided as determined necessary and appropriate in the sole discretion of DCHS.

4.5.4 Redemption Services. Redemption services shall include all reasonable attempts to identify, locate, make contact with, and provide written notice to an animal's owner in order to arrange for either the surrender of the animal or the return of the animal to its owner. Said efforts will be made within the statutory 7-day holding period established in Chapter 173 of the Wisconsin Statutes. Notwithstanding the foregoing, the parties acknowledge that the owners of some stray and/or abandoned animals are never known or even identified such that DCHS's ability to find the owner is a legal impossibility.

4.5.5 Euthanasia. The decision to euthanize an animal shall be within the sole and absolute discretion of DCHS. Notwithstanding this fact, if CITY obtains a court order declaring an animal to be dangerous and subject to euthanasia or if the Department of Public Health Madison-Dane CITY makes such a declaration, DCHS shall euthanize the animal at CITY's request. DCHS and CITY agree to abide by the applicable statutory holding periods before euthanizing any animal governed thereby, including, without limitation, the 10-day statutory hold for abandoned animals in paragraph 4.5.

4.5.6 Wildlife. The parties acknowledge that DCHS provides custodial care and euthanasia services for sick, injured, or trapped wildlife found within the geographic limits of the CITY, including animals found within the corporate limits of the City of Edgerton. DCHS will provide such care only for wildlife for which DCHS is rehabilitation-approved by the Wisconsin Department of Natural Resources. The CITY is not purchasing any services for such wildlife; however, the CITY agrees to drop off wildlife for which DCHS is rehabilitation-approved by the Wisconsin Department of Natural Resources at the Voges Road Facility during regular business hours or at any recognized 24-hour DCHS drop-off partner designated in writing between the CITY and DCHS.

4.5.7 Microchip Protocols for Madison Cat Project Cats. CITY acknowledges that DCHS maintains a relationship with a cat rescue group known as Madison Cat Project in which DCHS and Madison Cat Project work together to transfer certain cats subject to this Agreement from DCHS to Madison Cat Project at the completion of the stray holding period mandated by law. DCHS agrees, in the event of all such transfers, to provide Madison Cat Project a microchip for each cat transferred with the understanding that to Madison Cat Project will implant the microchip thereafter. CITY agrees to pay a fee for the implantation and purchase of each such microchip as provided on Schedule A.

5.0 TERMINATION OF AGREEMENT.

5.1 Termination Without Cause. Either party may terminate this Agreement, for any reason or no reason, at any time upon ninety (90) days' written notice.

5.2 Immediate Termination for Cause. The following shall constitute grounds for immediate termination by the non-breaching party.

5.2.1 Violation of Law. DCHS's violation of any state, federal, or local law, or failure by DCHS to comply with any applicable state or federal service standards, as expressed by applicable statutes, rules and regulations.

5.2.2 Licenses and Certifications. DCHS's failure to carry and maintain all applicable licenses or certifications as required by any state, federal, or local law.

5.2.3 Failure to Report. DCHS's failure to comply with its reporting requirements contained in Section 10.0 and Schedule B of this Agreement.

5.2.4 Untimely Payment. The CITY's failure to pay DCHS the monthly payments set forth in Schedule A to this Agreement within thirty (30) days of receipt of DCHS's invoice.

5.3 30-Day Termination for Cause. In the event either party engages in a material breach of this Agreement other than as set forth in paragraph 5.2 above, the non-breaching party shall have the right to terminate this Agreement by giving the breaching party thirty (30) days written notice of the termination.

5.4 Termination Due to Inadequate Public Funding. If during the term of this Agreement, the City Council of Edgerton shall fail to appropriate sufficient funds to carry out the CITY's payment obligations as expressed herein, this Agreement shall be automatically terminated as of the date funds are no longer available. The CITY shall provide immediate written notice of the funding shortfall and the date on which the termination is to take effect. Notwithstanding the foregoing, this provision shall not relieve the CITY of its responsibility to pay for all services provided or furnished to the CITY by DCHS prior to the date of said termination.

6.0 INSURANCE AND INDEMNIFICATION.

6.1 Indemnification of CITY. DCHS shall indemnify, hold harmless and defend CITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which CITY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of DCHS furnishing the services or goods required to be provided under this

Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of CITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of DCHS under this paragraph shall survive the expiration or termination of this Agreement.

6.2 Indemnification of DCHS. The CITY shall indemnify, hold harmless and defend DCHS, its directors, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which DCHS, its directors, officers, employees, and representatives may sustain, incur, or be required to pay by reason of the CITY's performance under this Agreement; provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of DCHS, its directors, officers, employees, and representatives. The obligations of the CITY under this paragraph shall survive the expiration or termination of this Agreement.

6.3 Insurance. In order to protect itself and CITY, as well as CITY's officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, DCHS shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (*as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services*) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Commissioner of Insurance, with liability coverage provided for therein in the amounts of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. CITY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, DCHS shall furnish CITY with a certificate of insurance listing CITY as an additional insured and, upon request, certified copies of the required insurance policies. If DCHS's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement. The Certificate of Insurance shall state that coverage is Claims-Made and specify the Retroactive Date. DCHS shall maintain coverage for the duration of this Agreement and for two years following the termination of this Agreement. DCHS shall furnish CITY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that DCHS shall furnish the CITY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either DCHS or CITY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by DCHS. In the event any action, suit or other proceeding is brought against CITY upon any matter herein indemnified against, CITY shall give reasonable notice thereof to DCHS and shall cooperate with DCHS's attorneys in the defense of the action, suit or other proceeding. DCHS shall furnish evidence of adequate Worker's Compensation Insurance.

6.4 Waiver of Insurance. The parties do hereby expressly agree that CITY, acting at its sole option and through its Risk Manager, may waive any and all insurance

requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by the CITY's Risk Manager taking into account the nature of the work and other factors relevant to the CITY's exposure, if any, under this Agreement.

6.5 Insurance for Subcontractors. In case of any subcontracting of work under this Agreement, DCHS shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of DCHS.

7.0 ASSIGNMENT/TRANSFER. DCHS shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of CITY unless otherwise provided herein, provided that claims for money due or to become due DCHS from CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to DCHS shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. DCHS shall promptly provide notice of any such assignment or transfer to CITY.

8.0 NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by CITY or DCHS of any breach of the covenants of this Agreement or a waiver of any default of DCHS or CITY and the making of any such payment or acceptance of any such service or product by CITY or DCHS while any such default or breach shall exist shall in no way impair or prejudice the right of CITY or DCHS with respect to recovery of damages or other remedy as a result of such breach or default.

9.0 PAYMENT. CITY agrees to make payments for services rendered under this Agreement as and in the manner specified in this Agreement and in the attached **Schedule A**, which is fully incorporated herein by reference.

10.0 REPORTS. DCHS agrees to prepare reports as are required in the attached **Schedule B**, which is fully incorporated herein by reference. With respect to such reports, it is expressly understood that time is of the essence and that the failure of DCHS to comply with the time limits set forth in **Schedule B** may result in the withholding of payments by CITY otherwise due DCHS under the terms of this Agreement.

11.0 DISCRIMINATION PROHIBITED.

11.1 Policy of Non-Discrimination. During the term of this Agreement, DCHS agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of

the military forces of the United States, or political beliefs against any person, or any other protected class characteristic, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

11.2 Posting. DCHS agrees to post in conspicuous places, available to all employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law providing additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

12.0 COMPLIANCE WITH STATE OF WISCONSIN OBLIGATIONS. DCHS warrants that it has complied with all necessary requirements to do business in the State of Wisconsin. DCHS shall notify the CITY immediately, in writing, of any change in its registered agent, its registered agent's address, and DCHS's legal status.

13.0 NOTICE.

13.1 Notice to CITY. Except as more specifically provided by the terms of this Agreement, notice to the CITY shall be delivered via first class mail, return receipt requested, as follows:

Ramona Flanigan
City Administrator
City of Edgerton
12 Albion St.
Edgerton, WI 53534

13.2 Notice to DCHS. Except as more specifically provided by the terms of this Agreement, notice to DCHS shall be delivered via first class mail, return receipt requested, as follows:

Pam McCloud Smith
Executive Director
Dane County Humane Society
5132 Voges Road
Madison, WI 53718

and

Joseph S. Goode, Esq.
Laffey, Leitner & Goode LLC

325 E. Chicago St.
Suite 200
Milwaukee, WI 53202

14.0 MISCELLANEOUS.

14.1 Integrated Agreement. This document together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersedes any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

14.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

14.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Dane County Circuit Court (State of Wisconsin).

14.4 Construction.

14.4.1 No Construction Against the Drafter. Provisions in which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

14.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

14.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances, the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

14.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

15.0 ASSIGNMENT. Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

16.0 THIRD-PARTY BENEFICIARIES. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the CITY.

17.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement

18.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

19.0 WARRANTY OF CAPACITY TO EXECUTE.

19.1 Capacity of Mayor. Christopher Lund, the CITY's Mayor, warrants that he has the legal authority to execute this Agreement on behalf of the CITY and to receive the consideration specified in it, and that neither he nor the CITY have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

19.2 Capacity of Executive Director. Pam McCloud Smith, Executive Director of DCHS, warrants that she has the legal authority to execute this Agreement on behalf of DCHS and to receive the consideration specified in it, and that neither she nor DCHS have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

CITY OF EDGERTON

By: _____

Its: Mayor

Dated: _____

DANE COUNTY HUMANE SOCIETY

By: _____

Its: Executive Director

Dated: _____

SCHEDULE A
REIMBURSEMENT FOR STRAY AND ABANDONED ANIMAL SERVICES

1.0 Maximum Costs.

CITY agrees to pay for services covered by this Agreement on a fee for service basis according to the following schedule:

Admitting Services: \$70.00 per animal, including all dogs and cats

Admitting Services for Communally Housed Animals: \$45.00 per animal, excluding dogs and cats

Daily Rate for Custodial Care for Stray Animals:

\$17.00 per day for dogs

\$13.50 per day for cats and all other companion animals

\$ 6.75 per day for small livestock animals housed communally, not including dogs and cats

\$15.00 per day for large livestock animals

\$ 6.75 per day for all other communally housed animals

\$ 25.00 per animal for each animal transported from any DCHS drop-off facility to the main shelter at 5132 Voges Road.

Rate for Humane Euthanasia and Cremation: \$55.00 per animal

Microchip for Madison Cat Project Cats: \$5.00 per animal

Exceptional veterinary services provided by non-DCHS staff will be billed to CITY on an as incurred basis at the rate charged DCHS up to a maximum of \$10,000.

2.0 Method of Payment.

2.1 DCHS shall submit an invoice to CITY by the 10th day of each month for the services provided in the preceding month. The parties have agreed to the form of invoice to be used and an exemplar of the invoice is attached to this Schedule A as Exhibit 1. CITY shall pay the statement within thirty (30) days of receipt thereof.

3.0 **Alternate Method of Payment.** Notwithstanding the agreed upon method of payment stated above, CITY may upon written notice to DCHS refuse to pay DCHS for services if CITY reasonably suspects any of the following:

3.1 DCHS has mismanaged any funds provided by CITY.

3.2 Funds in DCHS's possession are at risk of being seized by DCHS's Creditors or other adverse interests.

3.3 DCHS appears incapable of maintaining itself as a going concern.

4.0 Notice of Financial Instability. DCHS shall give CITY immediate notice of any of the following events:

4.1 That DCHS is unable to meet its financial obligations to its employees, to the state or federal government, or to any creditor.

4.2 That DCHS has written a check drawn on insufficient funds.

4.3 That DCHS has received notice that it has been sued or that a lawsuit against DCHS is pending.

4.4 That DCHS has filed a bankruptcy action.

4.5 That DCHS has sustained or will sustain a loss for which it has insufficient financial resources.

4.6 Any other event that impedes DCHS's ability to perform under this agreement.

5.0 Collection of Humane Officer, Animal Control Officer and Redemption Fees. DCHS may retain all Humane Officer Fees, Animal Control Fees and any other fees assessed by DCHS and paid by owners who redeem a stray or abandoned animal.

SCHEDULE A
(EXHIBIT 1)

Invoice of Dane County Humane Society to City of Edgerton for Services Rendered							
Invoice No. XXXXX							
February 10, 2020							
For Services Rendered January 1, 2020-January 31, 2020							
	# Admit	Admission at \$70/Each	# Care Days	Care Cost	# Euth.	Euth. at \$55/Each	Total Cost
Stray Animals							
Dogs at \$17/Day	67		289	\$4913.00	10		
Cats at \$13.50/Day	178		1100	\$14,850.00	23		
Other at \$13.50/Day	10		75	\$1012.50	0		
Livestock at \$15.00/Day	1		1	\$15.00	1		
Subtotal	256	\$17,920.00	1465	\$20,790.50	34	\$1700.00	\$40,410.50
	# Admit	Admission at \$45/Each	# Care Days	Care Cost at \$6.75/Each	# Euth.	Euth. at \$55/Each	Total Cost
Communal Animals							
6 Fish			54	\$364.50			
3 Rats			9	\$60.75			
3 Rats			9	\$60.75			
2 Guinea Pigs	2		20	\$135.00			
2 Parrots	2		10	\$67.50			
Subtotal	4	\$180.00	102	\$688.50	0	\$0.00	\$868.50
Microchips MCP Cats	7 at \$5/Cat						\$35.00
UW Care							\$0.00
UW Transport	2 at \$25 Per						\$50.00

Total							\$41,364.00
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Please remit total amount due to DCHS no later than 30 days after receipt.

SCHEDULE B
REPORTS

Costs billed by DCHS to the CITY will be paid with public funds. The parties acknowledge that as a custodian of public funds, the CITY has an interest in understanding the expenses incurred by DCHS in providing services under this Agreement. With that understanding, DCHS agrees to provide CITY with the reports described below.

1.0 Audited Financial Statements. For each year services are provided under the Agreement, DCHS shall provide the CITY with a copy of its annual audited financial statements no later than 180 days after the end of the calendar year.