



136 North Monroe Street
Waterloo, WI 53594
Phone: (920) 478-3025
Fax: (920) 478-2021
www.waterloowi.us

PUBLIC NOTICE OF A COMMITTEE MEETING OF THE CITY OF WATERLOO COMMON COUNCIL

Pursuant to Section 19.84 Wisconsin Statutes, notice is hereby given to the public and news media, that a public meeting will be held to consider the following:

COMMITTEE: FINANCE, INSURANCE & PERSONNEL COMMITTEE
DATE: November 17, 2022
TIME: 6:00 p.m.
LOCATION: Municipal Building Council Chamber, 136 N. Monroe Street
via remote conference or in-person for participants and public

Join Zoom Meeting <https://us02web.zoom.us/j/84887453895?pwd=TTR0Skw3ZEFDOWFPY0E3ekFOV1NDUT09>
Meeting ID: 848 8745 3895 Passcode: 135883
Dial by phone +1 312 626 6799 US (Chicago)

- 1) CALL TO ORDER AND ROLL CALL
- 2) APPROVAL OF MEETING MINUTES: October 27, 2022
- 3) PUBLIC COMMENT
- 4) OLD BUSINESS
 - a) Waterloo Fire/EMS Grant Discussion
 - b) City of Waterloo Fire Dept. Agreements with Surrounding Towns
 - c) Rotating Old Squad Car into City Vehicle
- 5) NEW BUSINESS
 - a) September 2022 Financial Statements: General Disbursements \$304,089.48; Payroll \$76,365.65 & Clerk/Treasurer's Reports [\[see on municipal website\]](#)
 - b) Resolution 2022-35 Adopting an Annual Budget and Appropriating the necessary Funds for the Operation of the City of Waterloo, Wisconsin for the Year 2023
 - c) 2023 Watertown Humane Society Agreement
- 6) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
 - a) Committee Calendar (for reference)
 - b) 2023 Budget Calendar (attached)
- 7) ADJOURNMENT

Jeanne Ritter
Clerk/ Deputy Treasurer

Committee Members: Thomas, Weihert and Kuhl

Posted, Emailed & Distributed: 10/14/2022

PLEASE NOTE: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above meeting(s) to gather information. No action will be taken by any governmental body other than that specifically noticed. Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request such services please contact the clerk's office at the above location.

CITY OF WATERLOO FINANCE, INSURANCE & PERSONNEL COMMITTEE: MEETING MINUTES

October 27, 2022

[a digital recording of this meeting also serves as the official record]

1. CALL TO ORDER AND ROLL CALL. Thomas called the meeting to order at 5:31 p.m. Members in person or remote: Weihert and Kuhl. Absent: Thomas. Other attending in person or remote: Mayor Quimby; Deputy Clerk/Treasurer Tschanz; Clerk Ritter; Library Director Mountford.
2. PUBLIC COMMENT- none
3. OLD BUSINESS
 - a. Budget Deliberations – see Mi-view.
4. NEW BUSINESS
5. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
 - a. Committee Calendar (for reference)
 - b. 2023 Budget Calendar (attached)
6. ADJOURNMENT. MOTION: [Kuhl/Weihert] To adjourn. VOICE VOTE: Motion carried. Approximate time 8:10 pm

Jeanne Ritter
Clerk/Deputy Treasurer

AGREEMENT FOR FIRE PROTECTION AND AMBULANCE SERVICE

THIS AGREEMENT (the “**Agreement**”) is entered into effective as of the last date of signature below, by and between the City of Waterloo, a Wisconsin municipal corporation, existing pursuant to Chapter 62 of the Wisconsin Statutes, (the “**City**”), and the **Town of Waterloo**, a Wisconsin town existing pursuant to Chapter 60 of the Wisconsin Statutes (the “**Town**”).

WHEREAS, sections 60.55, 61.65 and 62.13 of the Wisconsin Statutes authorize the City and Town to provide fire protection and rescue services; and

WHEREAS, section 66.0301 of the Wisconsin Statutes authorize the City and Town to enter into contracts with each other for the furnishing of services and/or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, the City and Town desire to provide for the provision of fire protection and rescue services on a cost effective and efficient basis; and

WHEREAS, the Town desires to promote and make available adequate and reliable fire protection and ambulance services to persons within the boundaries of the Town, and which primary services are described below and are covered by this Agreement; and

WHEREAS, the City is willing to provide fire protection and ambulance services within the Town in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each other contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. DEFINITIONS. Except as otherwise specifically defined in this Agreement, the following terms shall have the following meanings:

a. “**Emergency Medical Technician**” or “**EMT**” has the same meaning as chapter 256 of the Wisconsin Statutes.

b. “**Fire Chief**” means the chief of the Fire Department.

c. “**Fire Department**” means Waterloo Fire and Rescue.

d. “**Fire and Ambulance Services**” or “**Services**” means fire prevention services, fire protection services, and related services, including structural fire fighting, fire suppression, rescue, hazardous materials operational level response, fire code inspection and enforcement, fire code, confined space operational level response, preconstruction building plan review, fire investigation, vehicle extrication, basic life support, emergency medical services as set forth in Chapter 256 of the Wisconsin Statutes, public education about fire prevention and safety, and fire cause and origin determination.

e. “**Primary Service Area**” has the same meaning as chapter DHS 110 of the Wisconsin Administrative Code.

2. **SERVICES.**

a. The City agrees to provide to the Town Fire and Ambulance Services to all persons in need of such Services within the primary service area set forth in Exhibit A (the “**Primary Service Area**”). Emergency medical services shall be provided at the following level:

1. Advanced Emergency Medical Service (Technician Level);
2. Basic Emergency Medical Service (Basic Emergency Medical Technician)

b. The City, through the Fire Department, shall provide Fire and Ambulance Services to the Town, including the furnishing of necessary fire protection apparatus, ambulances, and personnel. The equipment and personnel responding to any call shall be at the discretion of the Fire Chief; provided, that in the event of an emergency within the City, or within another township being likewise served for fire and ambulance service by the City, or for other good reason, the Fire Chief in his/her discretion and in good faith may order a portion of the apparatus and personnel to respond to such other township or to the City. The extent of the obligation of the City herein is that the City will make reasonable efforts to provide Fire and Ambulance Services to the Primary Service Area in the Town, subject to the reasonable need to respond to other incidents, as determined by the Fire Chief.

c. The Fire Department shall have and retain full control, authority, and ownership of the fire fighting and ambulance equipment, and shall have full responsibility for the storage, maintenance, and repair to said fire fighting and ambulance equipment.

d. The Town shall take all reasonable action to provide fire prevention and minimize unnecessary ambulance calls in the Town, and to implement all reasonable recommendations of the Fire Department with respect to such action.

e. The Town agrees the City will be the primary provider of Fire and Ambulance Services within the Primary Service Area, and that the City shall be the first Fire and Ambulance Services provider to be called upon to provide Services within said Primary Service Area. The Town shall not enter into any other agreements for the provision of Fire and Ambulance Services within the Primary Service Area during the term of this Agreement.

3. **INSURANCE.** The City shall obtain and maintain policies of liability insurance, worker’s compensation insurance, and insurance covering the fire fighting and ambulance equipment and its personnel, in amounts and coverages determined appropriate by the City. The City shall promptly provide certificates of insurance to the Town upon request.

4. **STANDARD OF CARE.** The City shall provide ambulance and emergency medical services, consistent with the standards set forth in Chapter 256 of the Wisconsin Statutes. The City’s standard of care shall be that of Advanced Emergency Medical Technician (A License) for the City’s primary emergency medical services unit. In the event that the City is required, as reasonably determined by the City, to utilize a second unit, the standard of care shall be that of a

Basic Level Crew. The Fire Chief shall have the discretion to allocate resources as deemed the best interest of the Parties.

5. EQUIPMENT AND PERSONNEL. In providing Fire and Ambulance Services, the fire apparatus and ambulances utilized by the City shall be properly approved and licensed by the State of Wisconsin. Such apparatus and equipment shall be owned by the City, and such apparatus attendants shall be employed by the City. The City shall maintain all vehicles and equipment in good working order as required by law. The City shall maintain all necessary licenses for operation of the Fire and Ambulance Services. All fire fighters and emergency medical technicians functioning as attendants shall be licensed or certified by the State of Wisconsin. All Ambulances shall have the required minimum staffing as established in chapter 256 of the Wisconsin Statutes to comply with the terms of their license issued by the Department. All Ambulances shall at all times carry equipment, supplies, and medications sufficient to meet or exceed the requirements of Chapter Trans 309 of the Wisconsin Administrative Code.

The Fire Department shall comply with the provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

6. COMPENSATION. In consideration of the services to be provided herein to the Town by the City, the Town shall compensate the City at the per capita rate specified in Exhibit B (the “**Compensation Schedule**”) multiplied by the number of Town residents that live within the Primary Service Area (but outside the current Waterloo Fire Department response area), as determined by the Town Clerk from Jefferson County records, and the annual sum due will be set accordingly. Such population determination shall be made after June 1, but before July 1 of each year and conveyed by the Town Clerk to the City Clerk, and in the same manner each and every year thereafter that this Agreement remains in effect. One-half (1/2) of the annual sum shall be paid to the City on or before the subsequent February 1 of each year, and the remaining one-half (1/2) of the annual sum shall be paid on or before August 1 thereafter of each year.

Payments made under this paragraph shall be deemed to be for the calendar year in which the same is paid. These payments are in the form of a non-refundable subsidy in consideration of the City providing the services to the population residing within the Primary Service Area.

7. PATIENT BILLING AND COLLECTION. The Fire Department shall be solely responsible, at its sole cost, for all patient billing and collection. The Fire Department shall comply with all Medicare, Medicaid, and other applicable regulations regarding appropriate billing information, and provide services hereunder in compliance with all applicable federal, state, and County ordinances, rules and regulations.

8. TERM. The initial term of this Agreement shall be for three (3) years, commencing on _____ and terminating at midnight, _____. The Agreement shall automatically renew thereafter for subsequent one (1) year terms, unless notice is given by either party to nonrenew at least 120 days prior to expiration of said term.

9. NOTICE TO CURE BREACH. If either party violates any terms of this Agreement, when such breach becomes known to the other party or reasonably should have become known with reasonable diligence, the party shall provide the other with notice of such breach as provided

below. The breaching party shall cure any breach no later than sixty (60) days after the giving of such notice by the other. If the cure is not timely effectuated, then the party sending notice may terminate this Agreement by giving a notice of termination of at least sixty (60) days, as provided above. In addition to termination, the non-breaching party may also pursue any other remedies available to it under law. In the event litigation, the party which substantially prevails in such litigation shall recover in addition to any monetary damages, its costs and expenses in pursuing such litigation, including reasonable attorney fees.

If the breach is for failure to pay any monetary amounts due under this Agreement, the above right to cure shall be reduced to five (5) days. Upon failing to timely cure a failure to pay, the City may immediately cease providing service under this Agreement.

10. DISPATCH. The Town shall immediately forward to the City, at no cost to the City, all "9-1-1" emergency and non-emergency calls. The Town shall use the existing "9-1-1" system already in place at Jefferson County Emergency Dispatch Center to do so.

11. MISCELLANEOUS.

a. Non-Assignability. This is a personal service agreement between the Town and the City. The City may not assign any of the obligations or rights (other than the right to receive the compensation) contained in this Agreement to any other party, without the prior written consent of the Town.

b. Notices. Any written notice or demand hereunder shall be in writing and shall be served by ordinary mail, personal delivery, certified mail, return receipt requested. Notice shall be deemed given when either personally delivered, or if mailed, the third business day after such notice is mailed.

c. Service of Notices. Such notices shall be served or mailed as follows:

To the City:

City Clerk
136 North Monroe Street
Waterloo WI. 53594

To the Town:

Town Chair
N7874 State Road 89
Waterloo, WI 53549

d. Amendment. This Agreement sets forth all of the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be

binding upon the parties hereto unless authorized in accordance with law, in written amendment and properly executed by the City and the Town.

e. Severability. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

f. Waiver. Neither party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasions to insist upon or seek compliance with any such terms and conditions.

g. Force Majeure. If performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include, but are not limited to, acts of God, war, acts of civil disobedience, harsh weather, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay.

h. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties shall at all times observe and comply with all federal, state and local laws, regulations and ordinances which are in effect, as of the date hereof, which may affect the conduct of the services to be provided under this Agreement.

i. Indemnification. The City and Town agree to indemnify, hold harmless and defend the other party, its elected and appointed officials, officers, employees and agents from any and all claims, suits, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's performance of, or failure to perform, the activities provided under this Agreement, but only to the extent caused in whole or in part by the negligent acts or omissions of the indemnifying party, or anyone acting under its direction or control, or on its behalf.

j. No Partnership. Nothing in this Agreement shall be construed to create any co-partnership, principal and agent, joint venture or other similar relationship between the parties hereto and no party may incur debts or liabilities in the name, or on behalf, of any other party unless expressly approved by the party to be bound thereby in a written instrument signed by such party.

k. Nonwaiver of Governmental Immunity. Notwithstanding any provision to the contrary contained herein, no provision of this Agreement shall be construed as a waiver of any immunity or limitation of liability granted to or conferred upon any party by applicable provisions of Wisconsin law.

l. No Third-Party Beneficiaries. This Agreement is intended solely to regulate the obligations of the parties hereto with respect to one another. Nothing in this Agreement is intended to create, admit or imply any liability to any third-party nor to provide any benefit to any person, firm, corporation or governmental or non-governmental entity not a party to this Agreement.

m. Counterparts. This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

n. Neutral Construction. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any part hereof.

o. Public Records Law. Each party herein shall reasonably cooperate with the other parties herein to facilitate compliance with the Wisconsin Public Records Law, sec. 19.21, et seq., Wis. Stats., and upon request by any other party, provide to the requesting party all documents in their possession or control which are subject to release under such law.

**THE FOLLOWING EXHIBITS ARE ATTACHED AND INCORPORATED
HEREIN:**

Exhibit A: Primary Service Area
Exhibit B: Compensation Schedule

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below.

CITY OF WATERLOO

BY: _____
Jenifer Quimby, Mayor

Date

ATTEST: _____
Jeanne Ritter, Clerk

Date

TOWN OF WATERLOO

BY: _____
Scott Hassett, Town Chair

Date

ATTEST: _____
Cindy Schroeder, Town Clerk

Date

EXHIBIT A
Primary Service Area

EXHIBIT B
Compensation Schedule

In accordance with Section 6 of this Agreement, the Town shall compensate the City at the per capita rate specified below:

Year	Amount
2022	\$_____/per capita
2023	\$_____/per capita
2024	\$_____/per capita
2025	\$_____/per capita



136 NORTH MONROE STREET, WATERLOO, WISCONSIN 53594-1198
 Phone: (920) 478-3025
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 E-Mail: cityhall@waterloowi.us
 Website: www.waterloowi.us

RESOLUTION #2022-35

ADOPTING AN ANNUAL BUDGET AND APPROPRIATING THE NECESSARY FUNDS FOR THE OPERATION OF THE CITY OF WATERLOO, WISCONSIN, FOR THE YEAR 2023

WHEREAS, it is necessary for the City of Waterloo to levy taxes and appropriate monies for expenditures;

BE IT RESOLVED that the following narrative, summary documents and detail documents are recommended by the Finance, Insurance & Personnel Committee and represent the entirety of the recommended 2023 budget for the City of Waterloo.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Common Council of the City of Waterloo that the Common Council adopts the proposed budget as submitted in summary and detail and hereby levies a tax of \$2,220,055. (with an additional levy amount for Tax Incremental District 2, 3 & 4 generated by DOR formula) for necessary purposes within the City of Waterloo for expenditures by the City of Waterloo for 2023. The said levy being distributed across the governmental funds as follows:

FUND DESCRIPTION		Levy
100	General	\$1,172,827
200	Cable TV	-
220	Fire & EMS	\$292,637
225	Parks	\$106,010
300	Debt Service	\$441,461
400	Capital	-
402	Special Assessment	-
600	Community Development	\$2,120
812	Library	\$205,000
Non-TID Total		\$2,220,055

Passed and adopted this ____ day of November 2022.

City of Waterloo

 Jenifer Quimby, Mayor

Attest:

 Jeanne M Ritter, Clerk/Deputy Treasurer

SPONSOR(S) – Finance Insurance & Personnel Committee with a proposed amendment submitted by the Clerk/Treasurer at this time
 FISCAL NOTES – See narrative, summary and detail documents



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RESOLUTION #2022-38
2023 Service Agreement Between The City Of Waterloo, Wisconsin And
The Watertown Humane Society

WHEREAS, the City of Waterloo seeks to provide animal control services for the betterment of our community.

THEREFORE, BE IT RESOLVED, that the Council hereby agrees to a service contract, which is based on the current agreement, for animal control services with the Watertown Humane Society for calendar year 2023 and with an annual cost of \$5,582.06. The full agreement is presented in its entirety on this night.

BE IT FURTHER RESOLVED that the Clerk/Treasurer is directed to finalize and execute all necessary documents to implement this agreement.

Date: _____

Vote: _____

City of Waterloo

Signed: _____

Jenifer Quimby
Mayor

Attest:

Jeanne Ritter
City Clerk/Deputy Treasurer



WATERTOWN HUMANE SOCIETY

Valued municipality partners,

To say that the last few years in animal sheltering have been difficult is an understatement. Like most places we have struggled to make due with a lack of resources, accessibility to necessary supplies, lack of staffing, and a gross increase in costs. As difficult as that has been in animal welfare, we are facing an even more alarming epidemic. We are finding that animals are being surrendered or dumped at an alarming rate and adoptions have slowed significantly. This has put an increased strain on an already stressed shelter and staff. We are following the leadership of the ASPCA, our fellow surrounding shelters, and the experience of our own shelter supporters, and we have no choice but to ask our communities for more support. We are getting comfortable in our role as a pet resource for your community, and we are offering support services to your community members to help them retain ownership of their pets whenever possible. For example, over the past year we have noticed a need, and we have opened a free pet food pantry for those in your community struggling to feed their pets. Additionally, very soon we are planning to offer low cost, and in some hardship cases free, veterinarian care for owned pets to again try and keep as many pets with their owners as we can. We truly believe that finances don't equal love and in one's hardest days people will always find comfort with their pets. We will continue to strive to be a resource your community can turn to when they need pet support. You will find in the enclosed contracts that there have been a few changes directly related to the struggles we are facing. Please understand that these changes were necessary so that we can adapt to what is the new normal for animal sheltering.

Firstly, because of the limited amount of space we have in our small shelter, we will be offering alternative solutions to owner surrenders when we don't have space available. As you know, there are many strays in our communities and the shelter is most often at capacity with animals who are seemingly "unowned". There are many helpful resources available to the public that will allow owners to rehome their animal without them ever needing to spend one night here at the shelter. We will be working hard to educate your communities on these resources in their times of need. What this means is that we may not 100% of the time be able to take in owner surrenders and that people may be placed on an admission waiting list until space is available. Instead of immediate surrender, your community members will be assisted in utilizing one of those other rehoming resources while they wait for space to open.

Secondly, we will no longer be offering an afterhours pager system and we will no longer be able to pick up stray animals whether it be during business hours or afterhours. We have had to do some in-depth assessments of where our finances are focused, and this is a service that we do not feel is an asset to the community in the way it was designed initially. This change would go into effect as of January 1st 2023. This means that we will no longer offer an afterhours contact, so if your community members find a stray animal we will ask them to contact us during our business hours Tuesday through Friday 8am-5pm, and Saturday 8am-3pm, via email, via our website resources for a found pet, or by messaging us on Facebook. We will do our best to be in contact with them as soon as possible (even if we aren't open) to offer assistance and suggestions for getting that found pet reunited with their owner or a time

scheduled for them to drop it off at the humane society. We have found your community members to be incredibly helpful in partnering with us to keep any stray animals safe until they are able to deliver them to us here at the shelter for care. We simply don't have the staffing to be able to pick up animals. For the many years we have offered this after-hours pager system it has not been proven to be a useful part of our services to your community. The pager system was designed to be used for emergency only, but most of the calls we get are about wildlife, which we are not trained or licensed to assist with. The other calls are from people wanting to drop off donations, people wanting to surrender an animal, or people wanting to report a lost pet, none of which are an emergency. We have developed many resources on our website for your community members to communicate these needs with us, and we are staffed and open to the public over 40hrs a week. I assure you that we are eager to help the community members and animals of your areas, but we simply do not have the staff to cover these pickups and after hour services, and we cannot afford to hire for them.

Lastly and most importantly, we need to ask for more financial support. The cost of animal medical care has increased well over 10% this year alone and with the increased number of animals in our care this will quickly become problematic for our existence. Our animal care staff works well below the average hiring rate for even a fast-food restaurant and the cost of our care supplies continues to rise. With the increase of intakes and the slowdown of adoptions, we will need your support to continue to do our work efficiently and responsibly.

Without animal sheltering services we run the risk of a sickly overpopulation of stray animals. We are grateful for the partnership we have with your community and the trends are showing that your community is going to need us more now than ever.

We appreciate all your support,

A handwritten signature in black ink that reads "Heather VanDam". The signature is written in a cursive style and is positioned above a horizontal line.

Heather VanDam

Executive Director

**2023 SERVICE AGREEMENT
BETWEEN THE CITY OF WATERLOO, WISCONSIN
AND THE WATERTOWN HUMANE SOCIETY**

THIS AGREEMENT is entered into this 1st day of January 2023 by and between the City of Waterloo, a Wisconsin municipal corporation located in Jefferson County, Wisconsin, hereinafter referred to as the "City," (notices and communications hereunder to be delivered to: 136 North Monroe Street, Waterloo, WI 53594) and the Watertown Humane Society, Inc., hereinafter referred to as "WHS," (notices and communications hereunder to be delivered to: 418 Water Tower Court, Watertown, WI 53094), a Wisconsin nonprofit corporation located in Watertown, Wisconsin, for animal services to be provided by "WHS."

1. REMUNERATION

1.1. The City, in consideration of performance by WHS under this agreement, as herein set forth, shall pay WHS for services furnished as provided hereunder.

1.2. The City shall pay to WHS for the entire calendar year, 2023, the sum of \$5582.06 (Five Thousand, Five Hundred and Eighty-Two Dollars and Six Cents) within the calendar year 2023. Payment is due within 30 days of the beginning of the year.

1.3. Parties agree to the sum of \$5582.06 (Five Thousand, Five Hundred and Eighty-Two Dollars and Six Cents) annually over a three year period of the years 2023, 2024 and 2025.

2. DEFINITIONS

2.1. Animals – Dogs, cats and other small domestic animals.

2.2. Fees

2.2.1. Adoption Fee – an amount charged for the administrative services relative to the transfer of an animal to a new owner.

2.2.2. Boarding Fee – a daily amount charged for the care of an animal while at WHS.

2.2.3. Reclaim Fee – an amount in addition to the boarding fee charged to the owner of an animal that has been kept at WHS in order to reclaim the animal.

2.2.4. Service Fee – amount charged to private citizens by WHS to transfer an animal from WHS to a new owner (adoption), to accept an animal into WHS (surrender), or to euthanize an animal and/or dispose of a dead animal.

2.2.5. Surrender – a statement by a former owner of an animal that he or she relinquishes all rights to that animal.

2.2.6. Cremation Fee – amounts charged to private citizens by WHS for either group or private cremation of an animal.

2.2.7. Owner/Caretaker – includes any person owning, harboring or keeping a dog or cat, and the occupant of any premises on which a dog or cat remains or to which it customarily returns daily for ten (10) days is presumed to be harboring or keeping the dog or cat within the meaning of this contract per Watertown Municipal code §228-3 and §228-16.

2.2.8. Live Trap – a trap that can be loaned out for live trapping of domestic stray animals. A deposit fee is required and said deposit is returned when the trap is returned in good working order.

3. RESPONSIBILITIES OF THE CITY

3.1. The City shall provide full cooperation and assistance to WHS, its officers, agents and employees in order to facilitate and accomplish the services performed under this contract.

3.2. The City agrees that its Police Department will cooperate in the apprehension and/or destruction of dangerous, vicious or completely uncatchable animals when such animals are mutually determined to be dangerous, vicious or completely uncatchable.

3.3. Where special supplies, stationery, notices, forms and similar materials are to be issued in the name of the City, the same shall be supplied by the City to WHS at the expense of the City and shall be in addition to the annual contract rate.

3.4. The City's Police Department, at its discretion, may issue animal at large citations from the information provided by WHS. This information will be received from WHS as per section 4.6 of this contract.

4. RESPONSIBILITIES OF WATERTOWN HUMANE SOCIETY (WHS)

4.1. The WHS agrees to furnish and maintain facilities and equipment adequate for the maintenance, housing, shelter, care, euthanasia, and disposal of all animals unlawfully at large and to harbor them under and pursuant to the applicable ordinances of the City, the object being to keep such stray animals, to release them back to their owner or to any other person after service fees, as determine to be appropriate by WHS, have been paid, or to destroy them and dispose of the dead animals.

4.2. WHS will maintain current and accurate records of how all animals received are disposed of and allow the City and its employees open access and the ability to inspect such records as requested at all reasonable times. WHS will comply with §173 of Wisconsin Statutes pertaining to the Animals.

4.3. Prior to any renewal of this Agreement under same or similar terms, WHS shall provide to the City annual financial statements and copies of income tax and informational or supplemental returns, documents, and additional financial statements as requested consisting of date comprising no less than twelve (12) months of WHS's fiscal activity. Except pursuant to the City's sole and exclusive discretion to make waiver, no renewal of this Agreement under same or similar terms may be entered into unless WHS furnishes the materials in fulfillment of the foregoing not later than ninety (90) days prior to any expiration of the term hereunder.

4.4. WHS shall ensure that there are sufficient personnel on duty at the Watertown Humane Society during the following business hours:

Monday: CLOSED
Tuesday: 10am to 5pm
Wednesday: 10am to 5pm
Thursday: 10am to 5pm
Friday: 10am to 5pm
Saturday: 10am to 3pm
Sunday: CLOSED

4.4.1. These hours may change from time to time to better serve the community and animals. In the event the shelter hours change, the hours indicated above shall automatically be changed to reflect the new hours of operation upon written notice to the City.

4.4.2. WHS will be closed on the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve. WHS will inform the City in writing if the shelter will be closed any additional holidays.

4.4.3. Except under demonstrable extenuating circumstances, WHS will respond to all calls from the Police Department, routine or emergency in the following manner: WHS will respond within 60 minutes of calls placed between 7:00am to 7:00pm seven days a week; WHS will respond within 90 minutes of calls placed between 7:01pm and 6:59am, seven days a week and only if the situation is deemed an emergency by the police department. WHS will provide an emergency call list for use in these situations.

4.4.3.1. An emergency call involves one of the following situations: 1) A critically wounded stray animal; 2) an animal in an abusive situation; 3) an animal that has bitten someone and requires assistance for removal; 4) an animal seized by a law enforcement officer under the provisions of §173.13 of Wisconsin Statutes and/or analogous City ordinances.

4.5. When called upon it shall be the principal duty of WHS to furnish personnel equipped and prepared to assist between 7:00am and 7:00pm to respond within 60 minutes of calls placed within said hours, seven days a week, and to report and work cooperatively when requested with the Police Department during the investigation of complaints received from city residents when done in compliance with §173 of Wisconsin Statutes, analogous City ordinances or other applicable authority. WHS will provide an emergency call list for use in these situations.

4.6. In instances of animals running at large, once WHS properly identifies the animal and the owner, this information shall be provided to the City of Waterloo Police Department. At a minimum, the information shall include the owner's name, address, phone number(s) and a synopsis of the incident such as location, description of animal, date, time and police department incident number, if known.

4.7. Under no circumstances shall WHS allow a resident of the City of Waterloo to adopt animals in a number that exceeds the numerical limits set forth in the relevant rules or regulations.

5. PUBLIC SAFETY AND SERVICE

5.1. Impoundment – the City will, whenever possibly, provide written documentation to WHS in connection with the impoundment of an animal. WHS shall take delivery of impounded animals. WHS will not be responsible for obtaining any veterinarian care for an owned, impounded animal. If WHS decides, at its sole discretion to obtain veterinarian care for an owned, impounded animal, the owner will be responsible for reimbursing WHS the cost of all medical treatment. Release of said animal may be done only after impoundment requirements have been met. The City shall be exempt from any such bonds or costs.

5.2. Rabies Control/Bite/Quarantine Cases

5.2.1. Owner Known – WHS will not quarantine an animal which has bitten and its owner is known unless ordered by the local law enforcement agency in special cases. The owner shall provide WHS with a minimum \$250 cash bond and pay daily costs for the custody and care of said animal during the quarantine period. If an animal is ordered to be euthanized, the owner may not be allowed to see or visit the animal once the animal is in quarantine.

5.2.2. Stray/Owner Unknown – WHS will work at the direction of the Health Department for quarantine and rabies submission as outlined in Wisconsin State Statutes 95.21 involving stray or owner unknown animals. WHS will euthanize and dispose of the carcass of rabies specimens submitted to the Wisconsin State Lab of Hygiene. The Health Department must be notified by WHS in the event of any animal bite cases.

5.3. Seize and Rescue – WHS will work with the appropriate City departments to seize/rescue animals for the health and safety of the animals and for the health and safety of the public, but only a law enforcement officer will have the authority to seize an owned animal.

5.4 Placement of Animals in Foster Homes Permitted – WHS has the authority to provide care and shelter for the animals in its custody in the manner it deems appropriate. WHS shall, at its discretion, place animals in pre-screened foster homes for care. WHS shall not need permission from the City to place animals in foster homes.

6. MUTUAL AGREEMENTS BETWEEN THE CITY AND WHS

6.1. WHS shall become the owner of all stray animals after the statutory period of impoundment has expired. No animals, dead or alive, will be sold or given away for purposes of experimentation or medical use. WHS shall not release any animal seized by, or at the direction of, the Humane Officer without the authorization of the Humane Officer or his delegate in his absence.

6.2. WHS may accept animals for surrender at the shelter from citizens of the City. The surrender shall include a surrender fee to be paid by the animal's owner. If the Watertown Humane Society does not have space available, the animal will be placed on a waiting list until space opens. The staff of the Watertown Humane Society will guide and educate community members on the resources available to them to assist in the rehoming of their animal independently. The Watertown Humane Society reserves the right to refuse intake of any owner surrender at their discretion.

6.3. WHS will dispose of stray animal carcasses

6.4. If an injured animal bearing a current rabies tag, identification tag or other information such that the owner can be identified is impounded, the WHS Manager or designee has the authority and discretion to take or send the injured animal to a licensed veterinarian after reasonable efforts are made to contact the owner of the injured animal. The owner will be responsible for reimbursing WHS the veterinarian costs related to the care of their animal.

6.5. WHS shall be responsible for all salaries and other benefits paid to WHS employees. In addition, WHS shall be responsible for providing Worker's Compensation Insurance and Unemployment Compensation Insurance for its employees, professional liability insurance for its employees and agents with limits of at least \$300,000.00 and commercial umbrella excess liability insurance with limits of at least \$500,000.00. Certificates of insurance showing compliance with this paragraph shall be provided to the City. The City shall be responsible for providing liability insurance covering its liabilities in this instance with the limits of coverage of at least \$1,000,000.00.

6.6. Each party to the Agreement shall perform all acts and execute and deliver all documents as may be necessary and proper under the circumstances in order to accomplish the intent and purpose of this Agreement to carry out its provisions.

7. HUMANE OFFICER PROVISIONS

7.1. One or more law enforcement officers, as appointed or assigned by the chief of police shall serve as the City Humane Officer.

7.1.1. All duties of the Humane Officer shall be outlined in §173 of the Wisconsin statutes and the Humane officer shall enforce all laws and ordinances relating to animals within the city, including but not limited to, the provisions of §173 of the Wisconsin statutes, which had been adopted by the City. WHS shall act at the direction of the Humane Officer and such action shall conform to the requirements of §173 of the Wisconsin statutes.

7.1.2. The Humane Officer of the City and any other properly authorized delegate of the City shall possess all of the authorities pursuant to §173 of the Wisconsin statutes.

8. TERM

The term of this Agreement shall be from January 1, 2023 to December 31, 2025 this agreement shall automatically renew on January 1, 2026 for successive term of thirty-six (36) months and then on December 31 of said calendar year, 2026 and automatically renew thereafter for identical, successive thirty-six (36) month terms until and unless terminated for cause hereunder or upon written notice received by the non-terminating party on or before September 30 within the annual calendar term set to expire. This agreement may be modified at any time.

9. TERMINATION OF AGREEMENT

9.1. Termination of Contract for Cause. If through any cause, either the City or WHS shall fail to fulfill in a timely in a proper manner its obligations under this agreement, or if either party violates any of the covenants or stipulations of this agreement, the aggrieved party shall, prior to termination, give written notice to the other party of such violation and if the violation is not eliminated or cured within ten (10) days of personal delivery of such notice at the address given above her such party, the aggrieved party shall have the right to terminate disagreement and specify the effective date thereof.

9.2. Termination for Convenience of the City or WHS. If for any reason either of the city or WHS does not anticipate renewal of the agreement at the end of the current term, written notice shall be given to the other at least 60 days before the termination date of the current agreement.

9.3. Termination for Non-appropriation. If the City does not appropriate funds in the fiscal year in the amount equal to the price negotiated by the following contract year, it is mutually agreed that this contract may be cancelled by either party; however, the City shall, to the extent reasonably possible, seek to maintain funding levels such that a suitable contingency plan for this situation can be planned for and implemented by WHS to prevent harm to the animals currently residing at WHS and to prevent harm or threat of harm to the community from stray animals posing a health threat.

10. NONLIABILITY

10.1. No person, firm, corporation or other entity shall obtain any civil liability remedy against the city or WHS, or their respective officers, employees or agents, for any damage, claims or causes of action arising out of or resulting from the execution of this Agreement. Furthermore, nothing in this Agreement is intended to be interpreted to expand any liability that either the City or WHS may have to any third parties. This agreement is in no way intended to benefit any persons other than the parties to it, and is not entered into with the intent to benefit any other person, firm, corporation or other entity, either directly or indirectly.

10.2. Nothing in this Agreement shall be construed to create any liability or waive any of the immunities, limitations on liability, or other provisions as conferred by laws of the State of Wisconsin and Federal government, including the notice provisions for governmental claims contained in section 893.80 of the Wisconsin statutes . This Agreement does not confer any additional immunities or limitations on liability otherwise available to WHS, or the City, or their respective officers, employees or agents.

10.3. The City agrees to authorize WHS to effectively carry out the City's obligations under this Agreement, and to take whatever action is reasonably required to effectuate such authorization. Such authority shall include, but not limited to, the authority to enforce the Wisconsin Rabies Law, and other local ordinances pertaining to Humane Officers. Other than the authorities specifically delegated to WHS by ordinance, contract or otherwise, WHS has no authority, as agent or otherwise, to bind the City to any legal obligation. WHS, its officers, agents or employees are independent contractors and are not agents or employees of the City.

10.4. Whenever any loss, costs, damage or expense occurs resulting from any casualty or incidents incurred by either of the parties to this Agreement in connection with the services rendered under this Agreement, and such party is then covered in whole or in parts by insurance with respect to loss, cost, damage or expense, the party is so insured by this Agreement releases the other party from any liability it may have an account of such loss, costs, damage or expense to the extent of the amount recovered by reason of such insurance, and waves the right of subrogation which might otherwise exist or accrue to any person on account of it, provided that such release of liability and waiver of the right of subrogation may not be operative in any case where the effect is to invalidate such insurance coverage or increase its cost. Such waiver shall be evidenced in proper certificates or endorsements from appropriate carriers or insurance funds of the parties.

11. AUTHORITY

The City represents and warrants that it has the legal authority, by ordinance or otherwise, to enter into this agreement and to bind the city to its terms. A copy of the resolution in a copy of the minutes from the appropriate meeting authorizing this action by the City shall be attached to the agreement and included by reference here in.

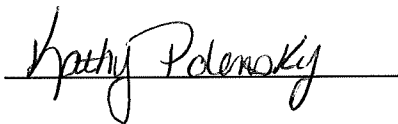
12. NON ASSIGNMENT, AMENDMENTS AND SEVERABILITY

12.1. This Agreement shall not be assignable to either party to it, nor shall the performance of any of the duties under it be delegable to any party to it, without the express written consent of all of the parties hereto. This agreement shall not be assignable to operation of law.

12.2. Neither this Agreement nor any term or provision of it may be changed, waived, discharged, amended, modified or in any manner other than by an instrument in writing signed by both of the parties to this Agreement.

12.3. If any term or provision of this Agreement is at any time during the term of this Agreement, or any extension of the Agreement, determined by a Court of competent jurisdiction to be in conflict with applicable Federal law, State law, Federal or State administrative agency rule, or Federal or State judicial decision, such term or provision shall continue in effect only to the extent permitted by such law, rule, or decision. If such part of this Agreement cannot be amended to be applied under said law, rule or decision, then such term or provision shall be deemed invalid, however, the remaining provisions of this Agreement will remain in full force and effect, and the Agreement will be enforced and interpreted to extent possible without said conflicting provisions.

12.4. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the state of Wisconsin, without giving effect to principles and provisions of those laws relating to conflict or choice of laws.



Kathy Polensky
President, Watertown Humane Society
Treasurer

Date: 10-26-22



Heather VanDam
Executive Director, Watertown Humane Society

Date: 10-26-22

Jeanne Ritter
City of Waterloo I Clerk/Deputy

Date: _____

City of Waterloo Finance, Insurance & Personnel Committee -- Annual Calendar

revised: 3/27/2021 -- by Committee Chair

- Meeting night: 3rd Thursday of month at 6:00 pm
- Monthly recurring: review of disbursements, payroll and treasurer's reports

JANUARY <input type="checkbox"/> Review of Department Heads as needed
FEBRUARY <input type="checkbox"/>
MARCH
APRIL <input type="checkbox"/> § 53-12 Review of debt schedules & debt refunding opportunities.
MAY <input type="checkbox"/> Addressing items raised in financial audit.
JUNE <input type="checkbox"/> Mayor's Budget start date; build Council consensus for budget policy objectives; practice two-year budgeting. <input type="checkbox"/> Tax Incremental Finance Districts, review. <input type="checkbox"/> Impact Fees, review.
JULY <input type="checkbox"/> Addressing items raised in worker compensation audit. <input type="checkbox"/> Review and recommend Current Year Budget Amendment #1 (Jan. – June)
AUGUST <input type="checkbox"/> Budget deliberation.
SEPTEMBER <input type="checkbox"/> § 53-14 Updating capital improvement plan. <input type="checkbox"/> Budget deliberation.
OCTOBER <input type="checkbox"/> Initial review of calendar year insurance renewal policies. <input type="checkbox"/> Final Committee budget recommendation to full City Council. <input type="checkbox"/> 2020 Clerk/Treasurer Evaluation, review.
NOVEMBER <input type="checkbox"/> Final review of calendar year insurance renewal policies.
DECEMBER <input type="checkbox"/> WPPA Contract multi-year contract, renewal (when applicable) <input type="checkbox"/> Review and recommend Current Budget Amendment #2 (July – Dec.)