

W I S C O N S I N



## NOTICE OF PUBLIC MEETING

### FINANCE AND PROPERTY COMMITTEE

Jake Cattnach, Chairperson

Dean Veneman, Vice-Chairperson

Patrick Delaney

Notice is hereby given of a meeting of the Finance and Property Committee to be held in the 1<sup>st</sup> Floor Conference Room at City Hall, 444 West Grand Avenue, Wisconsin Rapids, on **Tuesday, December 10, 2024 at 5:00 p.m.** The meeting will be streamed live on the City of Wisconsin Rapids Facebook page and will also be broadcast live on Charter Cable Channel 985 and Solarus HD Cable Channel 3. If a member of the public wishes to access this meeting live via Zoom audio conferencing, you must contact the City Clerk at least 24 hours prior to the start of the meeting to coordinate your access. This meeting is also available after its conclusion on the City's Facebook page and Community Media's YouTube page, which can be accessed at [www.wr-cm.org](http://www.wr-cm.org). It is possible that members of the Committee may appear remotely via video or audioconferencing for this meeting.

### Agenda

1. Call to Order
2. In open session, the Committee may vote to go into closed session under Section 19.85(1)(e) of the Wisconsin Statutes, which reads: "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session".  
  
In closed session, the Committee will discuss a 2025 contract with South Wood County Humane Society for animal shelter services
3. The Committee will return to open session.
4. The Committee may take action on a 2025 contract with South Wood County Humane Society for animal shelter services
5. In the event that the City does not contract with the South Wood County Humane Society for animal shelter services, the Committee will discuss an animal control plan for the City.
6. Adjourn.

### **NOTICE OF COMMON COUNCIL MEETING**

Notice is hereby given that one half or more of the membership of the Common Council may be present at the above meeting and may gather information about a subject over which they have decision-making responsibility. Pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553, 494 N.W.2d 408 (1993), such attendance by Council members may be considered a meeting of the Common Council. This notice is given so that members of the Common Council may attend the meeting, although the Common Council will not take any formal action at this meeting.

The City of Wisconsin Rapids encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the city clerk's office at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. Call the clerk at (715) 421-8200 to request accommodations.

# SOUTH WOOD COUNTY HUMANE SOCIETY

3621 64<sup>th</sup> St N, WISCONSIN RAPIDS, WI 54494

## ANNUAL CONTRACT

THIS CONTRACT is between the City of Wisconsin Rapids, herein noted as "Municipality," and the South Wood County Humane Society, Inc., herein noted as "SWCHS". ~~agree as follows:~~

WHEREAS, the Municipality has an ongoing need for ~~an~~ animal services and animal shelter, and,

WHEREAS, the SWCHS operates and maintains an animal shelter to provide temporary housing and care of stray and surrendered dogs and cats;

NOW THEREFORE, it is mutually agreed as follows:

1. The term of this contract shall be for one year, from January 1, 2025 through December 31, 2025. This contract may be revised upon mutual ~~agreement contract~~ of the parties.
2. The Municipality shall pay the sum of \$76,000.00 for the services provided in this contract. Said sum shall be paid either annually or bi-annually. Per Wisconsin Sstate Sstatutes regarding stray animals, municipalities are responsible where an animal is found, not where the animal or owner originates.
3. The SWCHS shall provide the Municipality with animal shelter services with facilities located at 3621 64<sup>th</sup> Street North, Wisconsin Rapids, WI 54494.
4. The SWCHS shall provide the following services to the municipality during the term of this contract:
  - a. Accept stray animals found or located within the Municipality's geographical boundaries. Accept stray animals dropped off at the Humane Society by law enforcement, municipal officials, Wood County Humane Officer, or residents within the Municipality, except when emergency circumstances prevent SWCHS from accepting certain animals.. ~~with the provision that kennel space, resources and staffing levels are available.~~
  - b. Perform stray animal services Sunday through Saturday 8:00 a.m. — 8:00 p.m. on public and private properties, ~~with the provision that kennel space, resources and staffing levels are available. The decision for any pick up is at the sole discretion of the SWCHS on-call person, with the~~ understanding that other obligations or circumstances may make immediate pick up or response impossible. SWCHS shall make best

efforts to respond as reasonably as possible.

All animals found or located after 8:00 p.m. should be contained by the Municipality or its agents and may be picked up after 8:00 a.m. the following day or as soon as possible by shelter staff. All animals must be tied or contained before call is placed for pick up. For animals found or located after 8:00 p.m., Municipality is permitted to bring animals to the shelter using instructions from Wood County Dispatch.

SWCHS shall make best efforts to identify pet owners, including obtaining names and addresses to confirm residency. Verification of residency should be confirmed by driver's license or other identification.

- c. Owners wishing to surrender their animals to the SWCHS will be accepted based upon current kennel space. Acceptance of surrenders is included in the services of this agreement, and Each Municipality is free to charge their residents directly for this service.
- d. Provide on-duty personnel at the shelter during regular working hours. A current schedule is available by contacting SWCHS.
- e. Accept fees and donations from the general public for all animals brought in to the shelter by residents of municipalities with contracts.
- f. Adopt, at its sole discretion, a fee schedule for adoption, animal housing, emergency seizure and impoundment, none of which shall be charged to Municipality.
- g. Conduct additional activities not outlined above, which are reasonable and customary of an animal shelter, along with providing services required by City of Wisconsin Rapids Municipal Ordinance, Chapter 25.
- h. SWCHS is not able to assist in the aid of feral, no domestication felines — i.e. "working cats", "barn cats", due to inadequacies of housing, temperament rehabilitation, proper medical services for such animal(s). SWCHS staff possesses the ability to accurately evaluate behavior on scene or via pictures for any cats in question.

5. At the end of each month, SWCHS shall provide a report to Municipality's Council of the animals taken in by SWCHS, including the number of animals handled for Municipality, broken down by address of their source, their disposition, type of animal, length of stay, and type of animal service rendered (strays, surrenders, etc.) Additionally, SWCHS shall make a presentation to Municipality's Council at the end of Quarter 2 and at the beginning of Quarter 4.

65. SWCHS shall carry liability insurance with the following minimum coverage: \$1,000,000, combined with single limit bodily injury and property damage with

Municipality named as an additional insured. Said insurance must provide that Municipality is to be notified by the insurance carrier not less than ten days before cancellation for nonpayment of premium or not less than sixty days for non-renewal. SWCHS shall forward copies of all insurance policies to Municipality within 7 days of signing this agreement.

SWCHS does release, indemnify, and promise to defend and save harmless Municipality, its elected officials, officers, employees, and agents, from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney fees incurred by Municipality, its elected officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this agreement.

~~SWCHS shall hold the Municipality harmless from liability arising out of the performance of its duties set out in this contract. Individual employees and volunteers providing service hereunder are the employees and volunteers of the SWCHS and not of the Municipality.~~

~~-7.-~~ The parties intend that an independent contractor relationship between Municipality and SWCHS will be created by this agreement. No agent, employee, or representative of SWCHS shall be deemed to be an employee, agent, servant, or representative of Municipality for any purpose, and the employees of SWCHS are not entitled to any of the benefits Municipality provides for its employees. SWCHS will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this agreement.

8. SWCHS is not an agent of Municipality and does not have the authority to bind Municipality to any fiscal or contractual obligation.

9. This agreement may not be assigned without prior written consent of the other party.

10. Nothing in this agreement is intended as a waiver of Municipality's right or opportunity to rely upon the limitations and immunities contained within Wisconsin law, including Wis. Stat. §893.80 and 345.05; such limits, caps, and immunities are intended to be preserved by Municipality and its agents, elected officials, officers and employees.

~~6. Neither party to this contract may assign its interest in this contract without the prior written consent of the other party.~~

~~CONTRACT~~ accepted by:

SOUTH WOOD COUNTY HUMANE SOCIETY, INC.:

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

MUNICIPALITY:

CITY OF WISCONSIN RAPIDS

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_