



136 North Monroe Street, Waterloo, Wisconsin 53594-1198
Phone (920) 478-3025
Fax (920) 478-2021

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

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

COMMITTEE: FINANCE, INSURANCE & PERSONNEL COMMITTEE

DATE: November 21, 2013 TIME: 6:00 p.m.

**LOCATION: Council Chamber of the Municipal Building
136 N. Monroe Street**

to consider the following:

1. CALL TO ORDER AND ROLL CALL
2. APPROVAL OF PREVIOUSLY UNAPPROVED MEETING MINUTES
3. CITIZEN INPUT
4. COMMUNICATION TO THE COMMITTEE
 - a. Bestflex Plan Amendment, Change Waiting Period Eligibility Requirement To 60 Days To Coincide With Health Insurance Waiting Period per Department of Labor (informational only)
5. UNFINISHED BUSINESSES
 - a. Review Of Sanitary Sewer Rates
6. NEW BUSINESS
 - a. Payroll For October - \$85,846.04 ***
 - b. Pay Vouchers – October 18, 2013 Through November 21, 2013 ***
 - c. Treasurer's Report & Budget Reports For October 2013
 - d. Police Chief Vacancy
 - e. Resolution #2013-52 Providing For The Sale Of \$950,000 Combined Utility Revenue Refunding Bonds ***
 - f. Renewal Of Service Agreement With The Watertown Humane Society
7. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
 - a. 2014 Budget Public Hearing Before Council – December 5th, 7 p.m.
 - b. Council Action On Budget – December 5th
 - c. Capital Project Rankings

8. ADJOURNMENT

Mo Hansen 
Clerk/Treasurer

Committee Members: Springer, Quimby and Cotting

Posted, Emailed & Distributed: November 19, 2013

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.

On September 13, 2013 the Department of Labor (DOL) published new guidance on the impact of Health Care Reform to your BESTflexsm Plan. Based on their guidance, we wanted to let you know the potential impact to your plan, and guide you through any necessary changes to help you keep your plan in compliance.

Eligibility rules for your BESTflex plan

The new guidance also requires the BESTflex Plan Health Care FSA waiting period to be the same as your group health plan waiting period. If they are not the same, you will need to amend the eligibility of your BESTflex Plan to match your group health plan.

In addition, if you offer multiple waiting periods for your health plan (e.g., hourly employees have one waiting period and salary employees have a different waiting period), your BESTflex Plan waiting period needs to be amended to the longer of the two waiting periods. This will ensure that the eligibility for your BESTflex plan is the same for every employee.

According to our records, eligibility requirements are:

- Hourly Requirement: Employees must work 40.00 per week
- Waiting Period: Employees are eligible on their hire date.
 - **Change to 60 days, the same waiting period as the health insurance coverage**
- Additional Requirement: None

City of Waterloo
Sanitary Sewer Cost Comparison - Base on 55,000 gallons consumption per year

Rates Effective: 10/14/2013

Population Municipality	3,321 Waterloo	6,800 Lake Mills	3,707 Marshall	2,209 Deerfield	5,300 Mayville	3,700 Horicon	3,006 Lodi	23,957 Watertown
Fixed charge per month	\$8.30	\$13.91	\$12.48	\$27.50	\$12.20	\$8.63	\$15.17	\$17.29
Variable use charge	\$6.49	\$6.28	\$6.62	\$7.50	\$6.52	\$8.08	\$7.05	\$11.16
Annual Charge Based on 55,000 gallons/household	\$456.55	\$512.32	\$513.86	\$742.50	\$505.00	\$547.96	\$569.79	\$341.40
Rank (low to high)	2	4	5	8	3	6	7	1

Population is a significant factor in sewer rates. The larger the population the greater the ability to spread fixed costs.

The average fixed charge per month for non-Waterloo communities is: \$15.31

Increasing the Waterloo fixed charge from \$8.30 to \$14 per month raises \$83,380 annually, \$416,900 over 5 years, for sanitary sewer repairs.

City Hall

From: Eugene Weihert [eweihert@wppienergy.org]
Sent: Wednesday, October 02, 2013 9:43 AM
To: Morten Hansen
Subject: wastewater rates

Looking at the memo from Bill Springer a 5% increase in sewer rates would only amount to \$40,000-\$50,000 a year increase. We would have to raise rates to about 30% or more to get enough money (\$170,000 per year) for the 2017 West Madison sewer project (cost estimate of \$520,000). If the rates were raise to that they would go from \$6.49 per thousand to \$8.43 per thousand gallons. These are rough estimates and we plan on checking with our auditors on other options. The utility is going to gather info of what the surrounding communities are to compare their rates to ours. The utility is hoping that the city is also looking at alternative options.

SERVICE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2013 by and between the City of Waterloo, a Wisconsin municipal corporation located in Jefferson County, Wisconsin, hereinafter referred to as the "City," and the Watertown Humane Society, Inc., 418 Water Tower Court, Watertown, Wisconsin, 53094, a Wisconsin nonprofit corporation located in Watertown, Wisconsin, hereinafter referred to as the "Society," for animal services to be provided by the "Society."

SECTION I. REMUNERATION

1. The City, in consideration of performing by the Society of this agreement, as herein set forth, shall pay the Society for services furnished.
2. During calendar year 2014, the City shall pay to the Society the sum of \$4080 in 4 quarterly installments of \$1020 each. Payment is due within 15 days of the beginning of each quarter.
3. Parties agree to annually review the above referenced amount and negotiate to increase or decrease that amount. Said increase or decrease shall take effect on January 1 of the next contract year. The Mayor shall negotiate the fees on behalf of the city.
4. The fee schedule for the reclamation of a stray animal and the adoption of the stray animal shall be at the discretion of the Society as it has established said schedule from time to time. Attached hereto as Exhibit A is a copy of the Society's fee schedule.
5. The City shall not be responsible for the payment of any of the fees or costs enumerated in Schedule A.

SECTION II. DEFINITIONS

1. Animals — dogs, cats and other small domestic animals.
2. Confinement:
 - a. Partial Confinement — a situation in which a Society employee will attempt to pick up an animal that is confined within a closed structure (such as a garage) or a fenced-in area (such as a yard with a fence high enough to prevent the animal from jumping over it.)
 - b. Total Confinement — a situation in which a Society employee will pick up an animal that is collared and leashed, or tied to an immovable object, or contained within a carrier or other container strong enough to prevent its escape.

c. If neither of these options has been covered by the person calling the Police Department or Society employee, a carrier or live trap can be made available by the Humane Society. The employee will make the decision necessary to accomplish capture of the animal in question. Live traps can be loaned out for live trapping of animals, pursuant to Section 3 (h) below.

3. Fees:

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

b. Boarding Fee a daily amount charged for the care of an animal while at the Society.

c. Reclaim Fee — an amount in addition to the boarding fee charged to the owner of an animal that has been kept at the Society in order to reclaim the animal.

d. Service Fees — amounts charged to private citizens by the Society to transfer an animal from the Society to a new owner (adoption), to accept an animal into the Society (surrender), or to euthanize an animal and/or dispose of a dead animal.

e. Surrender — a statement by a former owner of an animal that he or she relinquishes all rights in that animal.

f. Cremation Fee — amounts charged to private citizens by the Society for either group or private cremation of an animal.

g. Owner/Caretaker — includes any person owning, harboring or keeping a dog/cat, and the occupant of any premises on which a dog/cat remains or to which it customarily returns daily for ten (10) days is presumed to be harboring or keeping the dog/cat within the meaning of this contract.

h. Live Trap - a trap which will be loaned out for live trapping of animals. A deposit fee is required and said deposit is returned when the trap is returned in good working order.

SECTION III. RESPONSIBILITIES OF THE CITY

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

2. The City agrees that its Police Department will cooperate in the apprehension and/or destruction of dangerous, vicious or completely uncatchable animals.

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 the Society at the expense of the City and shall be in addition to the annual contract rate.

4. The City's Police Department, at its discretion, may issue animal at large citations from the information provided by the Society. This information will be received from the Society as per Section IV, Paragraph 5 of this contract.

5. The City's Police Department will issue citations for expired dog and cat licenses or also for unlicensed dogs and cats over the age of 5 months.

SECTION IV. RESPONSIBILITIES OF THE HUMANE SOCIETY

1. The Society 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 determined to be appropriate by the Society, have been paid, or to destroy them and dispose of the dead animals.

2. The Society 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. The Society will comply with Section 173, Wisconsin Statutes pertaining to the Animals: Humane Officer law as applicable.

3. The Society shall provide to the City an annual accounting of the previous year's financial activity on or before March 1 of the following year. The annual accounting shall be prepared by a Certified Public Accountant and shall comply with generally accepted accounting methods.

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

Monday: 12:00 pm through 6:00 pm.

Tuesday, Wednesday and Friday: 12:00 pm through 5:00 pm

Thursdays by Appointment Only

Saturday: 11:00 am through 3:00 pm

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.

The Humane Society will be closed on Thursdays, Sundays and on the following legal holidays: New Year's Day, Good Friday, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve. The Society will inform the City if the shelter will be closed on any additional holidays.

Every day of the week the Society will respond to routine and emergency calls from 7 a.m. to 7 p.m. and only emergency calls from 7 p.m. to 7 a.m. An emergency call involves one of the following situations: 1) a critically wounded stray animal; 2) an animal in an abusive situation or 3) an animal that has bitten someone.

5. It shall be the principal duty of the Society to furnish personnel between 7:00 am and 7:00 pm every day of the week for the pick up of confined stray animals within the city limits, and to report and work cooperatively with the Police Department during the investigation of complaints received from city residents when done in compliance with Chapter 173, Wisconsin Statutes.

6. In instances of animals running at large, once the Society 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.

7. Under no circumstances shall the Society 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.

SECTION V. PUBLIC SAFETY

1. **IMPOUNDMENT** — When an owner is known, the Police Officer shall provide written documentation for impoundment of an animal. The Police Officer shall provide all required information to the Humane Society. Said animal will be delivered to the Humane Society. The owner shall provide the Humane Society with a minimum \$200 cash bond and pay daily costs for the custody and care of said animal. The Society will not be responsible for obtaining any veterinarian care for an owned animal. If the Society decides, at its sole discretion to obtain veterinarian care for an owned, impounded animal, the owner will be responsible for reimbursing the Society 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 bond or costs.

2. **RABIES CONTROL/BITE/QUARANTINE CASES.**

a) **OWNER KNOWN** — The Society 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 the Humane Society with a minimum \$200 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 will not be allowed to see or visit the animal once the animal is in quarantine.

b) **STRAY/UNKONWN OWNER** — The Society 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. The Society 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 the Society in the event of any animal bite cases.

SECTION VI. PUBLIC SERVICE

1. **SEIZE/RESCUE** - The Society 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 City official will have the authority to seize an owned animal.

2. **SURRENDER**- The Society will take in animals which are surrendered by their owners if space permits, and which the shelter staff deems to be an adoptable animal.

SECTION VII. MUTUAL AGREEMENTS BETWEEN THE CITY AND THE HUMANE SOCIETY

1. The Society shall become the owner of all stray animals after seven days of impoundment has expired. No animals, dead or alive, will be sold or given away for purposes of experimentation or medical use. The Society 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.

2. The Society will 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.

3. The Society will maintain an animal cemetery.

4. If a stray animal appears to be terminal, a threat to itself or its custodian, or to have a contagious disease or injuries warranting euthanasia, the Society shall have the right to immediately euthanize said animal.
5. The Society will dispose of stray animal carcasses.
6. If an injured animal bearing a current rabies tag, identification tag or other information such that the owner can be identified is impounded, the Humane Society's 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 the Society the veterinarian costs related to the care of their animal.
7. The Society shall be responsible for all salaries and other benefits paid to the Society's employees. In addition, the Society shall be responsible for providing Workers' 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 limits of coverage of at least \$1,000,000.00.
8. Each party to this 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.

SECTION VIII. HUMANE OFFICER PROVISIONS

- I. In the capacity of the Society's State Certified Humane Officer, a City appointed official shall serve as the City Humane Officer and the following additional duties shall be performed:
 - a. All duties of the Humane Officer shall be as outlined in Chapter 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 Chapter 173 of the Wisconsin Statutes, which have been adopted by the City. The Society shall act at the direction of the Humane Officer and such actions shall conform with the requirements of Chapter 173 of the Wisconsin Statutes.
 - b. The Humane Officer of the City shall have the authority to issue abatement orders, pursuant to Section 173.1 of the Wisconsin Statutes. Any person adversely affected by such abatement order may, within 10 days of service of the

order on said person request a hearing before the appropriate City Board, who shall hold a hearing within 10 days thereafter, pursuant to Section 173.11 of the Wisconsin Statutes.

SECTION IX. TERM

1. The term of this Agreement shall be from January 1, 2013 to December 31, 2013. It will be renewed annually unless written notice of termination is received within 60 days of the next annual renewal date.

SECTION X. TERMINATION OF AGREEMENT

1. Termination of Contract for Cause. If through any cause, either the City or the Society shall fail to fulfill in a timely and 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 for such party, the aggrieved party shall have the right to terminate this agreement and specify the effective date thereof.

2. Termination for Convenience of the City or the Humane Society. If for any reason either the City or the Society does not anticipate renewal of this agreement at the end of the current term, written notice shall be given to the other at least sixty (60) days before the termination date of the current agreement.

3. Termination for Non-appropriation. If the City does not appropriate funds in any fiscal year in the amount equal to the price negotiated by the for the following contract year, it is mutually agreed that this contract may be canceled by either party; however, the City shall continue current funding levels until a suitable contingency plan for this situation can be planned for and implemented by the Society to prevent harm to the animals currently residing at the Shelter and to prevent harm or threat of harm to the community from wild or stray animals posing a health threat.

SECTION XI. NONLIABILITY

I. No person, firm, corporation or other entity shall obtain any civil liability remedy against either the City or the Society, 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 the Society 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.

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 the Society, or the City, or their respective officers, employees or agents.

3. The City agrees to authorize the Society 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 be limited to, the authority to enforce the Wisconsin Rabies Law, and local ordinances pertaining to Humane Officers and the pick up of confined stray animals. Other than the authority specifically delegated to the Society by ordinance, contract or otherwise, the Society has no authority, as agent or otherwise, to bind the City to any legal obligation. The Society, its officers, agents or employees are independent contractors and are not the agents or employees of the City.

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 part by insurance with respect to loss, costs, damage or expense, the party so insured by this Agreement releases the other party from any liability it may have on account of such loss, costs, damage or expense to the extent of the amount recovered by reason of such insurance, and waives the right of subrogation which might otherwise exist in or accrue to any person on account of it, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect is to invalidate such insurance coverage or increase its cost. Such waiver shall be evidenced by proper certificates or endorsements from appropriate carriers or insurance funds of the parties.

SECTION XII. AUTHORITY

1. 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 and 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 herein.

SECTION XIII. NON-ASSIGNMENT, AMENDMENTS AND SEVERABILITY

1. This Agreement shall not be assignable by either party to it, nor shall the performance of any of the duties under it be delegable by 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.

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.

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 the extent possible without said conflicting provisions.

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.

Watertown Humane Society, Inc.

City of Waterloo

BY: _____
PRINT:
DATE:

BY: _____
PRINT:
DATE:

PRIMARY CONTACT FOR WHS

PRIMARY CONTACT FOR CITY
