

**AGREEMENT BETWEEN THE CITY OF WAUPACA AND THE
TOWNS OF FARMINGTON, DAYTON AND WAUPACA
REGARDING DOG POUND**

This agreement is entered into between the City of Waupaca ("City") and the Townships of Farmington, Dayton and Waupaca ("the Towns").

1. The City has entered into an agreement with Dave and Diane Neelis, d/b/a Stoney Acres Kennel. That agreement is attached hereto marked Exhibit A, pp 1-7.

2. The City and Towns agree to share the costs of the dog pound on the following basis:

<u>Municipality</u>	<u>Population</u>	<u>% of Cost</u>
Waupaca	4957	42.5%
Farmington	3602	30.9
Dayton	1992	17.1
Waupaca	1111	9.5

3. The parties agree to share the annual fee of \$5,100.00 as follows: City - \$2,167.50; Farmington - \$1,575.90; Dayton - \$872.10; Waupaca - \$484.50. The City has already paid the \$5,100.00 and the Towns agree to pay to the City their respective shares within 30 days from the signing of this agreement.

4. For all additional costs, the Towns agree to reimburse the City on a per dog basis the same amount that the City is required to pay Stoney Acres Kennel. The Towns agree to pay these costs within 30 days of receipt of the bill.

5. The Towns agree that only the Town Constable or other authorized town representative may deliver a dog to the pound. The Towns agree to comply with all reasonable rules and regulations of Stoney Acres Kennels concerning the delivery of a dog.

6. The Towns agree to collect the fees due under paragraph 13 of the attached agreement with Stoney Acres Kennel and comply with the other provisions of said paragraph. Similarly, any "adoption" fees due the City under paragraph 14 will be paid to the respective town, for a dog impounded by a town.

7. To the extent applicable, the Towns agree to comply with all the terms and conditions contained in the lease agreement between the City and the Neelis', d/b/a Stoney Acres Kennel.

8. Notwithstanding any other provision in this agreement, dogs impounded by the City shall have first priority for kennel space. If the pound is full and a Town is unable to impound one of its dogs at the kennel, the Town shall be entitled to a prorated refund of its payment under this agreement, determined as follows:

Town's annual cost sharing payment ÷ 365 x the number of days a dog is impounded, but unable to be kenneled at the City Pound.

9. This agreement between the City and the Towns shall be for one year from March 1, 1995 to February 28, 1996. It shall be automatically renewed from year to year, unless any party sends written notice of nonrenewal at least 30 days prior to the scheduled renewal date. Any increases in boarding charges incurred by the City shall be reimbursed by the Towns. If any town cancels this agreement before the end of the year, there shall be no refund of any payments made to the City of Waupaca under paragraph (2) of this agreement.

Dated: March 14, 1995.

Dated: _____, 1995.

THE CITY OF WAUPACA

TOWN OF FARMINGTON

By: James Lewinski Mayor
James Lewinski, Mayor

Town Chairperson

Jean Degen Clerk
Jean Degen, Clerk

Town Clerk

Dated: _____, 1995.

Dated: _____, 1995.

TOWN OF DAYTON

TOWN OF WAUPACA

Town Chairperson

Dale Borikowski
Town Chairperson

Town Clerk

Mae Sosinski
Town Clerk

AGREEMENT BETWEEN THE CITY OF WAUPACA AND

DAVE AND DIANE NEELIS

d/b/a STONEY ACRES KENNEL

The City of Waupaca, a Municipal Corporation ("City") and Dave and Diane Neelis, d/b/a Stoney Acres Kennel ("Stoney Acres") agree as follows:

1. Stoney Acres agrees to provide and operate for the City a dog pound. The dog pound building will be leased to the City on a yearly basis. The building will be used for the exclusive purpose of housing dogs for the City's dog pound.

2. The monthly lease payment fees for the dog pound facility shall be \$425.00 (\$5,100 annually) and is based on a facility of approximately 2,184 square feet. Payment is due on or before January 15th of each year. This agreement will be in effect for five (5) years from January 1, 2000. The parties agree to review on an annual basis the daily boarding fee and make necessary adjustments to reflect any increased operating costs.

3. The City agrees to pay a boarding charge of \$7.00 a day per dog. If a litter of puppies is brought to the pound, the charge will be \$7.00 a day for mother and an additional \$7.00 a day for all the puppies. The boarding charge includes the cost of feeding the dogs. Stoney Acres will bill the City, and the City will pay for the boarding charges on a monthly basis, payable within 10 days of receipt of the bill from Stoney Acres.

4. The City also agrees to pay for medications, vaccines or euthanasia costs. The City will be billed directly for these charges from the veterinarian. Distemper/parvo vaccines and worming medicines will be provided by Stoney Acres at its own costs, notwithstanding the first sentence of this paragraph. This cost will be deducted from any adoption fees that are due

the City. If no adoption fee are due the City, Stoney Acres will not be charging the City for the distemper/parvo vaccines or worming medicines.

5. Stoney Acres shall not be responsible for any accidents, illnesses or deaths of any animals, unless caused by the negligence of Stoney Acres.

6. In the event the City cancels the agreement before the end of any year and discontinues the use of the building as a dog pound the balance of the unused lease payment shall be forfeited to Stoney Acres.

7. Stoney Acres agrees that the building and dog pound operations, will at all times be in compliance with relevant State Statutes. This includes §174.046, Wis. Stats. and the provisions of Chapter 951, Wis. Stats., relating to proper food, water, and shelter. Stoney Acres will be using a “veterinarian” strength disinfectant, at their cost, to clean. The rooms for the dogs will be cleaned daily and more often as needed.

8. The minimum impoundment period is for 7 days; however, at the option of Stoney Acres, the impoundment period may be extended. The City agrees to pay for an impoundment period of up to 7 days maximum. If a dog is held in excess of 7 days, the City shall not be responsible for any charges or expenses beyond the 7 days. If the dog is held past 7 days, and subsequently adopted, the adoption fees will be paid to Stoney Acres. Stoney Acres is under no obligation to keep a dog beyond the 7 day time period provided for by state law.

9. Stoney Acres shall provide proof of liability insurance, to the City. The coverage and policy limits shall be subject to approval by the City. A certificate of insurance shall be filed with the City Clerk’s office.

10. It is understood between the parties, that the City of Waupaca, may subcontract with the surrounding Townships currently using the City’s pound. If the City does subcontract

with other Townships, that will not effect the cost to the City under the terms of this lease. Dogs impounded from the surrounding Townships currently using the City's pound may use the new pound at Stoney Acres with the express written consent of the City. However, in no event shall a dog be accepted at the pound unless that municipality has an agreement with the City for the sharing of the expenses of the pound.

11. Stoney Acres shall keep a record of each dog, giving a description of the dog, the dates of its impoundment, and the disposition of the dog. If the dog is kept by or released to a person, the record shall include the name, address and date of delivery of the dog. This record is a public record.

12. Stoney Acres shall only accept dogs brought to the City's pound by a City of Waupaca law enforcement officer or other approved representative of the City or a citizen who has received prior written authorization from a city officer to deliver the dog to the pound. Access to the pound during non-working hours shall be provided to a representative of the City. In the event of an emergency, if City employees are unavailable, Stoney Acres will pick up and deliver to the pound a dog located within a ten mile radius of Stoney Acres, for a \$20.00 charge.

13. Release of Dog to Owner or Representative

Stoney Acres agrees to release an impounded dog to its owner or a representative of the owner only if: (a) The owner or representative gives his or her name and address. (b) The owner or representative pays the boarding fee. For purposes of this paragraph, "boarding fee" shall include the actual cost of any necessary vaccinations and the owner or representative of the owner shall pay those costs in addition to the daily boarding charge of \$7.00. The boarding fee shall be paid to Stoney Acres who shall in turn issue a receipt and then promptly report the payment to the City crediting the monthly bill to the city in the same amount. A boarding fee is

due for each day or fraction of a day that a dog is impounded. (c) The owner presents evidence that the dog is licensed. If evidence can not be provided, than the owner or owner's representative must purchase a license from the pound operator and (d) The owner or owner's representative presents evidence that the dog is vaccinated against rabies. A receipt from a licensed veterinarian for prepayment of a rabies inoculation shall be sufficient evidence. In addition, the owner or owner's representative must provide the pound operator with the rabies tag number within 14 calendar days.

14. Release of Dog to Person other than Owner

Stoney Acres agrees to comply with §174.05(8), Wis. Stats., and §12.19(12) of the Municipal Code when releasing a dog to persons other than the owner. Stoney Acres may release the dog to a person other than the dog's owner only if: (a) The owner is unknown or does not claim the dog within 7 days after the dog is delivered to the pound. (b) The person to whom the dog is released gives his or her name and address. (c) The person to whom the dog is released licenses the animal by purchasing a license from the pound operator. (d) The person signs a statement agreeing to have the dog vaccinated against rabies. The person has 14 days to show evidence of rabies vaccination from a licensed veterinarian. If the person resides outside the city of Waupaca, the person is not required to license or vaccinate the dog (e) The person to whom the dog is released pays an adoption fee. If the dog is "adopted" within 7 days of impoundment, the \$25.00 adoption fee shall be paid to Stoney Acres who in turn shall credit the \$25.00 against the monthly bill to the city. If the dog is adopted after 7 days of impoundment, the adoption fee may be set by Stoney Acres and retained by Stoney Acres.

15. Stoney Acres also agrees to comply with §174.046, Wis. Stats., including Subsection (3), concerning attempts to notify the owner. Prior to the releasing a dog to a person

other than the owner, a representative of Stoney Acres shall sign a certificate indicating that §174.046(3) has been complied with.

16. The City will provide Stoney Acres on an annual basis it's list of dog licenses and also will update this information, upon request. The City will also furnish Stoney Acres with a supply of dog tags. Finally, the City agrees, at its cost, to list the dog pound telephone number in the telephone book.

17. This agreement is effective when signed by the parties and the lease year that commences on January 1, 2000.

Dated: Dec 30, 1999

Dated: Dec. 27, 1999.

THE CITY OF WAUPACA

By: James Lewinski
James Lewinski, Mayor

Dave Neelis
Dave Neelis

Sharon Nelson
Sharon Nelson, City Clerk

Diana Neelis
Diana Neelis
d/b/a Stoney Acres Kennel

