

**CITY OF HORICON  
NOTICE OF COUNCIL MEETING  
SEPTEMBER 22, 2020           6:00 P.M.  
CITY HALL, ACTIVITY ROOM, 404 E. LAKE STREET**

1. Call to Order.
2. Roll Call.
3. Pledge of Allegiance.
4. Introduction of New Horicon Police Officer.
5. Act on Council Minutes of August 24 and September 1, 2020.
6. Public Appearances.
7. Personnel & Finance Committee Report. (Hady)
8. Public Works & Development Committee Report. (Miller)
9. Public Safety Committee Report. (Marschke)
10. Park and Recreation Board Report. (Frami)
11. Plan Commission Report. (Hady)
12. Act on Ordinance No. 2020-12, An Ordinance Amending Section 10-1-16, Controlled intersections Designated, of the Municipal Code of the City of Horicon. (Marschke)
13. Act on Ordinance No. 2020-13, An Ordinance Relating to Elimination of Portions of Section 10-16, Controlled Intersections Designated, of the Municipal Code of the City of Horicon. (Marschke)
14. Act on 2021 Stray Animal Contract. (Hady)
15. Act on Purchase of Pedestrian Crossing Signage.
16. Act on Funding of Pedestrian Crossing Signage.
17. Act on 911 Joint Powers Agreement for County 911 Emergency System. (Marschke)
18. Act on EMS Contract with Village of Kekoskee.

19. Act on 2020 Trick-or-Treat Date/Time. (Marschke)
20. Mayor's Appointments – Library Board and Plan Commission.
21. Act on Mayor's Appointments.
22. Operator Licenses (Marschke):
  - a) One Year Ending June 30, 2021  
Christie L. Estrada, Kristylee M. Hintz-Hartwig, Josey L. Kadinger, Emme M. Steiner
  - b) Two Year Ending June 30, 2022  
Tessa J. Darga, Dylan M. Drews, Charles R. Engquist, Jacob D. Kuehn,
23. Financial Statement for August. (Hady)
24. Bills for August 2020. \$3,647,704.87 (Hady)
25. Non-Action Discussion.
26. Adjourn.

Posted: 09/18/2020 12:15 p.m.

cc: Dodge County Pionier 09/18/2020  
Daily Citizen  
W.B.E.V.  
W.M.R.H.  
W.M.D.C.

**ORDINANCE NO. 2020-12**

**AN ORDINANCE AMENDING SECTION 10-1-16, CONTROLLED INTERSECTIONS DESIGNATED, OF THE MUNICIPAL CODE OF THE CITY OF HORICON**

**THE COMMON COUNCIL OF THE CITY OF HORICON DOES ORDAIN AS FOLLOWS:**

Section 10-1-16(a), relating to complete stops required, is amended to include stop signs per the following subsections:

**(155)** Mill Street entering South Finch Street, East.

This ordinance shall become effective upon passage and publication as provided by law.

Introduced by Alderperson \_\_\_\_\_, this 22<sup>nd</sup> September 2020.

\_\_\_\_\_  
James R. Grigg, Mayor

ATTEST:

\_\_\_\_\_  
Kristen M. Jacobson, City Clerk-Treasurer

**ORDINANCE NO. 2020-13**

**AN ORDINANCE RELATING TO ELIMINATION OF PORTIONS OF SECTION 10-1-16, CONTROLLED INTERSECTIONS DESIGNATED, OF THE MUNICIPAL CODE OF THE CITY OF HORICON**

**THE COMMON COUNCIL OF THE CITY OF HORICON DOES ORDAIN AS FOLLOWS:**

**Section 10-1-16 (a)** relating to complete stops required, is amended to eliminate the stop signs of the following subsections:

**(41)** On Cedar Street entering Minerva Street.

**(71)** On Minerva Street entering Finch Street, East and West.

**(141)** Finch Street North and South in mid-block between Mill Street and Minerva Street.

This ordinance shall become effective upon passage and publication as provided by law.

Introduced by Alderperson \_\_\_\_\_, this 22<sup>nd</sup> day of September 2020.

\_\_\_\_\_  
James R. Grigg, Mayor

ATTEST:

\_\_\_\_\_  
Kristen M. Jacobson, City Clerk-Treasurer



## **2021 STRAY ANIMAL CONTRACT**

WHEREAS, the **City of Horicon** desires to enter into a contract (“the Annual Contract”) with The Dodge County Humane Society, Inc. for the care of stray and domesticated animals; and

WHEREAS, the Dodge County Humane Society is willing to agree to contract with the **City of Horicon** to provide such services for the term and subject to the terms and conditions described below;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **City of Horicon** (hereafter referenced as “the municipality”) hereby enters into the following agreement with The Dodge County Humane Society, Inc. (hereafter referenced as “the humane society”), a Wisconsin not-for-profit Corporation, organized under Chapter 181 of the Wisconsin Statutes, without stock, located at N6839 State Road 26, Juneau, WI 53039, for the care of stray and domesticated animals (referenced as “the services”).

In consideration for the humane society’s agreement to provide the services during the term of this agreement, the municipality shall pay to the Dodge County Humane Society one of the following:

Please choose one of the following contract options:

- A lump sum of \$1,100. Covers up to 5 domestic stray animals. Animals in excess of 5 will be charged \$250/animal over 5.
- A lump sum of \$1,900. Covers up to 10 domestic stray animals. Animals in excess of 10 will be charged \$225/animal over 10.
- A lump sum of \$2,900. Covers up to 20 domestic stray animals. Animals in excess of 20 will be charged \$200/animal over 20.
- A lump sum of \$4,400. Covers up to 40 domestic stray animals. Animals in excess of 40 will be charged \$175/animal over 40.

Please choose one of the following approval options:

- Humane society must have approval before accepting any animal.
- Humane society must have approval for each animal after the contract term has been reached.
- No pre-approval is needed before accepting animals.

**(Municipality must provide contact list to humane society by January 1, 2021.)**

1. Other Fees and Charges. In addition to the municipality's agreement to pay the sum(s) specified above, the municipality also agrees to pay all other fees and charges that it may incur under the terms of this agreement, including but not limited to pick-up and/or drop-off fees, after-hours drop-off fees, and all charges and fees associated with quarantines as provided in this agreement. All such fees and charges shall be billed to the municipality monthly and will be due and payable to the humane society no later than 15 days after the date of the invoice.
2. Drop-Off and Pick-Up of Animals: Days/Hours, Fees, and Manner of Delivery.
  - a. Normal Hours. On days that are not legal holidays, the humane society agrees to accept stray and domesticated animals during the following hours, which are subject to change upon notice by the humane society:

Monday/Wednesday/Friday	8:00am – 1:00pm
Tuesday/Thursday	8:00am – 7:00pm
Saturday	8:00am – 4:00pm
  - b. Delivery of Animals. The animals must be either (1) brought to the humane society by an agent of the municipality at the humane society's address as listed above; or (2) picked up by humane society staff when staff members are available to respond to requests for pick up, subject to the terms set forth in paragraph 2.c. and 2.d., below.
  - c. Pick-Up Fee Normal Hours. The humane society may, at its sole discretion and if it has staff available, agree to pick up an animal, during the normal hours listed in paragraph 2.a., above, for a fee of \$50. Staff members may not be available to respond to requests for pick up during all of the hours during which the humane society accepts animals by drop off.
  - d. After-Hours Pick-Up Fee. The humane society may, at its sole discretion and if it has staff available, agree to accept an animal or to pick up an animal outside of the normal hours listed in paragraph 2.a., above. Any pick-up of an animal outside of the normal hours listed in paragraph 2.a., above, shall constitute an after-hours pick-up

and shall be subject to an “after-hours” pick-up fee of \$100. The after-hours pick-up fee shall apply if the pick-up occurs outside of normal hours regardless of whether municipality’s request for an after-hours pick-up was made during normal hours.

- e. Hours for Public Redemption of Strays. The humane society shelter building will be open to the public for stray animal redemption during the following hours, subject to change upon notice:

Tuesday	12:00 – 7:00pm
Thursday	12:00 – 7:00pm
Saturday	12:00 – 4:00pm

- f. Drop-Offs by Police Officers. At its sole discretion, the humane society may allow the municipality’s police officers to drop off animals from contracted areas outside normal pick-up and drop-off hours by special arrangement with the humane society, the terms are subject to change on notice at the sole discretion of the humane society.
  - g. Canceled Pick-Ups. If an animal is reclaimed by its owner and a request for pick-up is canceled prior to the arrival of humane society staff, there will be no pick-up fee. If a humane society staff member arrives at the designated location to pick up the animal, the appropriate pick-up fee will apply even if the animal has been reclaimed by its owner prior to the staff member’s arrival.
3. Drop-Off and Pick-Up of Animals: Containment. Any stray domestic animal must be contained in some manner so as to be easily approached and apprehended. The humane society may, at its sole discretion, attempt to capture a stray animal that is running at large.
  4. Care of Relinquished Animals. Upon acceptance of an animal, the humane society will have sole responsibility for the animal(s) and the sole right to determine the means of its care, relieving the municipality of any further care for the animal(s), subject to the municipality’s responsibility to pay all applicable fees owed under this contract. The humane society will furnish and maintain facilities and equipment adequate for the humane care and treatment of the animals in compliance with Wisconsin laws and regulations concerning the humane treatment of animals. The humane society will use reasonable care to employ competent persons to perform the necessary functions of its shelter.
  5. Stray Holding Period. The parties understand that Wisconsin law requires that stray dogs must be held for five (5) days prior to disposition (adoption or euthanasia) and that notice of a stray animal must be provided in the county in which the animal is apprehended. Stray cats will be held for a minimum of five (5) days prior to disposition.

The holding period may be waived if a licensed veterinarian determines that an animal is so ill or injured that housing it the five days will only prolong its death.

6. Stray Redemption by Owner. If an animal is redeemed by an owner in accordance with the procedures prescribed by Wisconsin Statutes, the owner will be required to pay any and all expenses incurred and/or fees charged by the humane society, including, but not limited to, veterinary costs and daily boarding fees. If an animal is not rabies vaccinated or licensed, an owner must sign a contract agreeing to have the pet rabies vaccinated and licensed by the deadline stated in the contract. If the municipality requests, and provides the humane society with a fax number, the humane society will fax a copy of the contract to the municipality for follow-up.
7. Records. The humane society will submit a record showing the date each animal entered the shelter, where it was originally found, and how and when the animal was disposed of.
8. Bite/Rabies Quarantine; Seizures.
  - a. Known Owner. If an animal that is subject to a bite or rabies quarantine has a known owner, the animal will be held only if space is available at the shelter. The owner will be primarily responsible for daily boarding fees, travel time, charges incurred for veterinary checks on the animal(s), and all other fees and costs for the animal's care, as described in Paragraph 2 of Exhibit A to this agreement; however, if the animal has a known owner and an officer of the municipality requires the animal to be quarantined at the humane society and the owner is unable to pay the daily boarding fees, travel time, charges incurred for veterinary checks, and all other fees and costs associated with the animal's care, the municipality will be responsible for payment of all such fees and charges directly to the humane society.
  - b. Owner Unknown/Unavailable. Animals that must be held for rabies or bite quarantine will be held by the humane society if the owner is unknown or unavailable, and if space is available. In the event the owner is unable to be found or identified, the humane society will request reimbursement from Dodge County for quarantine, travel time, and veterinary expenses pursuant to Wisconsin Statutes Section 95.21(8). Any amount not reimbursed by Dodge County will become the responsibility of the municipality.
  - c. Policies, Fees and Charges. The humane society's current rabies/bite policies and the amounts of fees and charges for quarantine are attached hereto as Exhibit A; however, all policies are subject to change on notice at the humane society's sole discretion.
  - d. Seizures. Animals that are seized by a law enforcement officer can be housed at the humane society if space is available. If the animal has a known owner and an officer



of the municipality requires the animal to be quarantined at the humane society, the municipality will be responsible for payment directly to the humane society for the daily boarding fees, travel time, charges incurred for veterinary checks, and all other fees and costs for the animal's care.

9. General Provisions.

- a. Inspection. Any official of any contracted municipality shall have access to the humane society shelter building for the purposes of inspecting the conditions of the shelter. Any such visits shall be conducted during normal staffed hours as listed in paragraph 2a.
- b. Indemnification. Each party agrees to indemnify and save harmless the other from all suits, claims and demands and actions arising out of its own alleged actions or inactions and agrees that it is solely responsible for its own operations, employees and agents.
- c. Effect of Waiver. If the humane society waives any term of this contract at any time, it will not constitute a waiver of the same term for other instances in which it might apply, nor will it constitute a waiver of any of the other provisions of this contract.
- d. Effect of Invalidity of Provision. If any provision in this contract shall be declared invalid, the remaining provisions shall continue in full force and effect.
- e. Entire Agreement. This document contains the entire agreement between the parties and the municipality warrants and represents that there are no statements or representations by any humane society representatives which are contrary to or which would vary or add to the terms of this agreement.
- f. Limited to Stray and domesticated animals. The term "stray and domesticated animals for purposes of this agreement includes dogs, cats, rabbits, hamsters, and domesticated gerbils, mice, rats, certain snakes, and birds. It does not include any other animals, including but not limited to livestock, wild or exotic animals or birds of prey.

10. Additional Services. The humane society may, upon request by the municipality, and at the humane society's sole discretion, agree to perform additional or ancillary services or services in extraordinary circumstances beyond those contemplated as within the normal scope of this agreement. The municipality will pay to the humane society a reasonable or hourly reasonable and customary fee in an amount determined by the humane society as appropriate for additional services under the circumstances of each such request.

11. Term; Binding Effect. The term of this agreement shall be for a period of twelve months, commencing January 1, 2021 and expiring December 31, 2021. Therefore, services provided by the humane society to the municipality will be governed by the terms of this agreement commencing January 1, 2021 and continuing through December 31, 2021. However, this agreement shall be binding upon the parties hereto as soon as it is legally executed by resolution and approved by the municipality and when executed by the humane society.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates indicated below:

**City of Horicon**

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

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

**The Dodge County Humane Society, Inc.**

By: *Kensington Drinkwine* Title: Executive Director Date: 9/8/2020

## **Exhibit A – Rabies/Bite Quarantine Policies, Fees and Charges\***

1. Owned animal up to date on rabies vaccination, not vicious: Not required to be quarantined at a facility; owner can quarantine at home with the following provisions:
  - a. THREE veterinary checks are required: one within 24 hours of bite; a second check thereafter but before 10 days elapse from the date of the bite; and a third on 10<sup>th</sup> day after the bite. The owner is responsible for veterinary charges for all visits.
  - b. The animal must be kept separate from other animals and have minimal human contact. This means no playing in a yard that is not securely fenced, no walking a dog outside the yard, and no playing with other dogs or cats.
  - c. If there are multiple animals in the home, the animal must be kept in a separate room or crated.
  
2. Owned animal not up to date on rabies vaccination, not vicious: Must be quarantined off site (not at the home). If the animal will be quarantined at the humane society. Fee is \$400.00. Owner is responsible for the applicable fees at time of drop off.
  
3. Owned animal considered vicious (whether up to date on rabies or not): Bite euthanasia is an option. Animal will be immediately euthanized and the head sent in to the state for evaluation. Fee is \$500.00. Owner is responsible for the applicable fees at time of drop off.
  
4. Unknown owner: After applicable stray hold period is up, animal will be euthanized. Charges as listed in paragraphs 2a-2d will apply; however, prior to billing the municipality for the charges, the humane society will attempt to bill the county, per state law. If the animal is injured or considered vicious, a veterinarian will be consulted as to whether the five day stray hold can be waived.

\*If state statute or state or local health department directive requires a course of action inconsistent with these policies, they shall be deemed modified to the extent of such statutory or health department directive only, and all remaining portions of these policies, fees and charges shall remain in full force and effect.



**Safe travels:**

Traffic and Parking Control Co., Inc.  
 5100 West Brown Deer Road  
 Brown Deer, Wisconsin 53223  
 Phone (800) 236-0112 • TAPCO.net.com • Fax (800) 444-0331

**SALES QUOTE**

**Customer Copy**

Number	Q20013693
Date	8/24/2020
Page	1

Sell To Cust. C169	City Of Horicon Tim Kingman 404 E. Lake Street (Ch) Horicon, WI 53032-1297 USA			Ship To Cust.	City Of Horicon-Muni Garage Tim Kingman 110 Jackson Street Horicon, WI 53032 USA	
	Customer PO #	Expires	Slsp		Terms	Freight
	BLINKERSIGN AC SYSTEM	9/23/2020	Laurel Stringfellow	Net 30 DAYS	PREPAY/ADD	BEST RATE

Item	Description	Quantity	UM	Price	Extension
500106	Controller, 120VAC, 108045, Hollow, Radio	4	EA	1,500.00	\$6,000.00
2180-BRKT-R	Cabinet Bracket Set, Fits Round Poles 2-3/8 & Up, Standard Hardware, Brackets, & Snap Locks	4	EA	35.00	\$140.00
2180-00215DF	BlinkerSign, S1-1, 36", School Xing, DG3, FYG, Direct Fire, 5 Amber LEDs	4	EA	1,200.00	\$4,800.00
101620	Push Button Bulldog Add-On Option Kit Yellow, With LED	4	KT	200.00	\$800.00
139916	Sign Mounting Kit, Z-Bracket, 4.5", Anti-Vandal, Mounts One Blinker or Static Sign to 4.5" OD Pole Lead Time 3-5 Weeks	4	EA	45.00	\$180.00

Solar powered equipment requires no shading or obstructions  
 Furnish only quote. Installation is not included.

Shipment within \_\_\_\_\_  
 Acceptance By \_\_\_\_\_  
 Date \_\_\_\_\_  
 By \_\_\_\_\_

Merchandise	Freight	Tax	Total
\$11,920.00	\$0.00	\$0.00	\$11,920.00

All prices are listed in **US Dollars (USD)**  
 For terms and conditions, please visit: <https://www.tapconet.com/terms-conditions>

**JOINT POWERS AGREEMENT  
COUNTY 911 EMERGENCY SYSTEM**

WHEREAS, Dodge County and the municipalities located within the boundaries of Dodge County have implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35(9), Wis. Stats., "Joint Powers Agreement," requires that in implementing a 911 system as has been done in Dodge County, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Dodge County 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements, and conditions contained herein, it is hereby jointly agreed between Dodge County and the City of Horicon, "municipality," as follows:

1. That effective January 1, 2021, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2021.
2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency service, is dispatched in response to a request through the Dodge County Emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.
3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Sec. 256.35(9)(c), Wis. Stats.

**DODGE COUNTY**  
(dispatching agency)

By: \_\_\_\_\_  
(County Clerk)

**City of Horicon**  
(participating agency)

By: James Grigg  
(Chairman/Mayor/President/Clerk)

**CITY OF HORICON**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR MONTH ENDED AUGUST 31, 2020**

	GENERAL FUND	WATER UTILITY	W. WATER UTILITY
CASH BALANCE, AUGUST 1, 2020	\$ 804,258.62	\$ 451,926.28	\$ 758,538.31
RECEIPTS	\$ 1,693,786.17	\$ 210,110.86	\$ 124,191.28
SUBTOTAL	\$ 2,498,044.79	\$ 662,037.14	\$ 882,729.59
EXPENDITURES	\$ 2,212,642.52	\$ 592,343.68	\$ 878,255.54
SUBTOTAL	\$ 285,402.27	\$ 69,693.46	\$ 4,474.05
PAYROLL	\$ 90,841.42	N/A	N/A
CASH BALANCE, AUGUST 31, 2020	\$ 194,560.85	\$ 69,693.46	\$ 4,474.05
BANK BALANCE, AUGUST 31, 2020	\$ 234,729.48	\$ 54,394.95	\$ 4,474.05
DEPOSITS IN TRANSIT	\$ 883.20	\$ 15,298.51	-
SUBTOTAL	\$ 235,612.68	\$ 69,693.46	\$ 4,474.05
OUTSTANDING CHECKS	\$ 41,051.83	-	-
BOOK BALANCE, AUGUST 31, 2020	\$ 194,560.85	\$ 69,693.46	\$ 4,474.05
	-	-	0.00
<b>FUNDS INVESTED:</b>			
<b>UNDESIGNATED:</b>			
SAVINGS ACCOUNT			
L.G.I.P.	\$ 1,783,217.25		\$ 255,603.16
CD's	\$ 1,850,000.00	\$ 333,000.00	\$ 745,000.00
	\$ 3,633,217.25	\$ 333,000.00	\$ 1,000,603.16
<b>DESIGNATED:</b>			
DEBT SERVICE		\$ 214,212.73	
DEBT RESERVE		\$ 116,045.63	
2016A BOND PROCEEDS	\$ -	\$ -	
MUNICIPAL COURT SUSPENSE	\$ 1,887.98		
CABLE FRANCHISE FEES	\$ 77,956.83		
CAPITAL EQUIPMENT FUND	\$ 188,080.01		
CAPITAL PROJECT FUND	\$ 1,094,816.26		
COMMUNITY DEVELOP. AUTHORITY	\$ 6,204.19		
E.M.S. GRANT 102	\$ 7,368.16		
E.M.S. LONGEVITY	\$ 7,146.51		
FIREMEN'S PENSION FUND	\$ 9,900.87		
LIBRARY FUND	\$ 208,803.19		
REVOLVING LOAN FUND	\$ 192,644.61		
VEHICLE REGISTRATION	\$ 3,898.97		
TOWER LEASE DEPOSIT		\$ 13,005.80	
UTILITY DEPRECIATION		\$ 535,784.51	\$ 224,027.41
DNR REPLACEMENT FUND			\$ 386,330.08
SEWER REPLACEMENT FUND			\$ 148,583.69
LIFT REPLACEMENT FUND			\$ 12,041.11
TOTAL DESIGNATED	\$ 1,798,707.58	\$ 879,048.67	\$ 770,982.29
TOTAL INVESTMENTS	\$ 5,431,924.83	\$ 1,212,048.67	\$ 1,771,585.45

APPROVED BY CITY COUNCIL

22-Sep-20

\_\_\_\_\_  
 JAMES R. GRIGG, MAYOR

\_\_\_\_\_  
 SUSAN D. HADY, CHAIRPERSON PERSONNEL & FINANCE