

Date: Tuesday, January 16, 2018
Time: 7:30 PM
Place: Fire Station 1 - 601 W 17th Street

Committee meetings will begin at 6:30 PM before this full Council meeting. City Council members frequently attend the committee meetings to gather information. A majority of the Council members may be present at these committee meetings.

CITY OF MONROE COMMON COUNCIL AGENDA

- A. CALL TO ORDER & ROLL CALL
- B. CORRECTION OF MINUTES
- C. PRESENTATION OF PETITIONS AND COMMUNICATIONS
- D. BUSINESS BY MAYOR
 - Updates regarding Mayor's activities
- E. APPEARANCES BY THE PUBLIC
- F. CONSENT AGENDA (ROLL CALL VOTE)
 - * RESOLUTION GRANTING MISCELLANEOUS LICENSES
 - * APPROVE CLAIMS AS PRESENTED ON CLAIMS LIST

- 1. APPROVE PAYMENT TO DEPARTMENT OF ADMINISTRATION FOR REIMBURSEMENT OF FUNDS OVER THE REVOLVING LOAN FUND CAP

Individual Requesting Item	City Administrator
Expected Length of Discussion	10 minutes

Documents:

[*RLF_Payment-Over Cap.pdf*](#)

- G. COMMENTS/QUESTIONS ON TREASURER'S REPORT (2ND REGULAR MEETING OF EACH MONTH)
- H. PUBLIC SAFETY COMMITTEE (BEER)

- 1. RESOLUTION APPROVING ANIMAL CONTROL SERVICES CONTRACT EXTENSION WITH GREEN COUNTY HUMANE SOCIETY

Excerpt from the 01-12 e-mail from Attorney Fields; "Attached, please find the revised Services Agreement, per my telephone conference with Phil. The only change is paragraph no. 11, under Obligations of the Humane Society. The Humane Society has also agreed to extend the deadline for the contract renewal to January 18th..."

Individual Requesting Item	Public Safety Committee
Expected Length of Discussion	5 min

Documents:

I. LICENSE COMMITTEE (THOMAN)

1. RESOLUTION GRANTING CLASS "B" FERMENTED MALT BEVERAGE AND "CLASS C" WINE LICENSE APPLICATION FROM BLACK WALNUT KITCHEN, LLC

Individual Requesting Item	License Committee
Expected Length of Discussion	5 min

J. COUNCIL OF THE WHOLE (NEWCOMER)

1. RESOLUTION APPROVING LEASE AGREEMENT WITH THE GREEN COUNTY HISTORICAL SOCIETY

Individual Requesting Item	City Administrator
Expected Length of Discussion	5 min

Documents:

20180111142347959.pdf

K. BUSINESS PRESENTED BY ALDERPERSONS

May make brief informative statements or bring up items to be discussed at a future meeting

L. BUSINESS PRESENTED BY DEPARTMENT HEADS

May make brief informative statements or bring up items to be discussed at a future meeting

M. BUSINESS PRESENTED BY THE PRESS

N. BUSINESS: CLOSED UNDER WIS. STATS. 19.85(1)(G)

Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

Attendance is limited to the governing body, necessary staff and other officers such as Clerk and Attorney and other persons whose presence is necessary for the business at hand.

1. UPDATES ON POTENTIAL LEGAL ACTION AND STRATEGY IN REGARDS TO THE WWTP UPGRADE PROJECT

We will be holding our first mediation meeting in February and we are looking to have approval from the Council to allow staff and legal representation the authority to negotiate the settlement agreement. The agreement will then be presented to Council by legal staff for final approval.

Individual Requesting Item	public works
Expected Length of Discussion	15 min

O. ADJOURNMENT

This Council may take any action it considers appropriate related to any item on this agenda.

Requests from persons with disabilities who need assistance to participate in this meeting, including need for an interpreter, materials in alternate formats, or other accommodations, should be made to the Office of the City Clerk at (608) 329-2564 with as much advance notice as possible so that proper arrangements can be made.

Department of Administration
Division of Energy, Housing and Community Resources

** List individual loan payments below.

Total payment amount will auto-fill in the box to the right. **

Total Amount Enclosed: **\$48,873.59**

FOR DOA USE ONLY		
	<u>FY</u>	<u>AMT</u>
CDBG Repayments		

MAIL COUPON WITH PAYMENT TO:

DOA DEHCR
 BOX #93830
 MILWAUKEE, WI 53293-3830

REMITTANCE FROM:

City of Monroe


 Fold Line

Loan Itemization

REMITTANCE FROM: **City of Monroe**

REASON FOR REMITTANCE			AMOUNT
IDIS #:		OVER RLF CAP	\$ 48,873.59
IDIS #:		RLF CLOSED	
IDIS #:		OTHER:	

Remit Date:

Total Amount Enclosed: \$ 48,873.59

\$ 48,873.59

RECONCILIATION OF REVOLVING LOAN FUND

Unit of General Local Government Name
 Reporting Period
 Revolving Loan Fund Number

Monroe, City of
April 1, 2017 - September 30, 2017
RLF - 0100

Bank Account Reconciliation		
Beginning Cash on Hand Per Bank Account as of	4/1/2017 \$	911,488.55
<u>Deposits to Account During Current Period</u>		
Payments of ED Principal Loan	\$	-
Payment of ED Interest	\$	-
Payments of RLF Principal Loan	\$	29,931.69
Payment of RLF Interest	\$	5,073.83
Interest Earned On Funds Maintained By Bank	\$	3,774.00
Fees Collected From Borrowers	\$	-
Other: Payments RLF Prin - Last SAR	\$	30,174.06
Other: Payments RLF Int - Last SAR	\$	5,931.46
<u>Total Additions to Bank Account During Current Period</u>	\$	74,885.04
<u>Deductions to Account During Current Period</u>		
Amount Loaned	\$	-
Administrative Charges Paid	\$	-
Amount Remitted to State	\$	-
Other:		
Other:		
Other:		
<u>Total Deductions to Bank Account During Current Period</u>	\$	-
Calculated Cash on Hand	\$	986,373.59
Ending Cash on Hand Per Bank Account as of	9/30/2017 \$	986,373.59
Difference	\$	-
<u>Reconciling Items</u>		

Compliance with CAP		
Revolving Loan Fund Cap	\$	937,500.00
Difference - if positive the amount must be paid back to state	\$	48,873.59

ANIMAL CONTROL AND OPERATIONS AGREEMENT

THIS ANIMAL CONTROL AND OPERATIONS AGREEMENT is made by and between the City of Monroe (“City”), and the Green County Humane Society, Inc., a Wisconsin nonprofit corporation, (“Humane Society”).

WITNESSETH:

WHEREAS, animal control and animal control expense problems continue to concern the City; and

WHEREAS, animal abuse is a recognized problem in the City as well as state-wide; and

WHEREAS, the Humane Society is desirous of assisting with animal control, alleviating the problem of animal abuse within the City; and

WHEREAS, it is the mutual desire of both parties to provide the City with a proper and humane animal control and abuse policy, including the maintenance of a proper shelter.

NOW THEREFORE; it is agreed by the parties hereto that each party shall be responsible for the obligations stated herein and that such obligations shall be deemed a material part of this Agreement.

OBLIGATIONS OF THE HUMANE SOCIETY

1. To provide all living stray cats and dogs picked up within the City with adequate shelter, food, water, exercise and general health care as required by law.
2. To handle all adoptions and redemptions of cats and dogs to ensure that all dogs adopted are licensed prior to leaving the facility, if legally and administratively feasible.
3. To provide all advertising as required by law to find previous and new owners of cats and dogs in the shelter.
4. To provide legal and adequate disposition of all stray cats and dogs in accordance with the law. This does not require the Humane Society to take in feral cats or dangerous dogs. “Feral cats” and “dangerous dogs” are untamed animals which cannot be safely handled by Humane Society staff or pose a safety risk to itself, other animals, or people.
5. To assist the City in enforcement of animal control ordinances by furnishing any and all records and testimony necessary for prosecution under the City ordinances.
6. To provide adequate provisions for quarantine of stray cats and dogs as outlined in the Memorandum of Understanding with the Green County Health Department.
7. To be responsible for all living, restrained (defined as “in a carrier, leash, box, or other enclosure whereby the cat or dog’s ability to move is controlled or restricted. Restrained does not mean confined to a garage or other building.) stray cat and dog pick-up within the City of Monroe between the hours of 8:00 A.M. and 4:00 P.M. Monday through Friday, except holidays. Transportation services shall be provided at the request of a resident of the City or a City humane or law enforcement officer and be subject to the reasonable

availability of Humane Society staff and/or suitable vehicle. If the request is made by a resident of the City, the request must be reported to the City prior to pick-up.

8. The Humane Society shall assume responsibility for the cost of euthanasia by a veterinarian for a stray dog or cat after the animal has been in the custody of the Humane Society for seven days. The Humane Society agrees that it will dispose of any carcasses in accordance with any directives given by the City or the State of Wisconsin.
9. To assist the City in cases of alleged animal abuse, maltreatment, or alleged cases of cats and dogs presenting human health hazards including, but not limited to, providing direct assistance as well as providing shelter and technical expertise.
10. The Humane Society agrees that as to those cats and dogs seized or held pursuant to the request of the County on the basis of animal abuse, animal maltreatment, or cases of animals presenting a human health hazard, the Humane Society shall keep all records as required by law detailing the animal's condition, disposition, and place of holding. The Humane Society further agrees to bill the City for recoupment purposes ten dollars (\$10.00) per day per animal. The parties understand and agree that the Humane Society may, in appropriate cases, place the animals in foster care.
11. The City shall be provided with an access key to that part of the Animal Shelter that is designated for after hours drop-off of animals by humane or law enforcement officers and appropriate instruction regarding the securing of Covered Animals left in such area by City humane or law enforcement officers. If the City is not in default under this agreement, City humane or law enforcement officers may leave Covered Animals in such area at times when the Animal Shelter is closed for business, subject to the reasonable rules, procedures and regulations adopted by the Humane Society for the use of such area.

OBLIGATIONS OF THE CITY

1. The City hereby agrees to provide technical advice and contract through the Health and Law Enforcement Departments concerning animal abuse and maltreatment, as well as animals that may be a human health hazard.

MUTUAL UNDERSTANDINGS AND OBLIGATIONS

1. It is mutually understood by the parties hereto that the agreements and obligations contained herein are for the period of January 1, 2018 through December 31, 2018.
2. It is further understood that this Agreement shall extend on an annual basis unless either party provided notice to the other in writing at least 60 days prior to the expiration of the agreement with their intent to terminate or modify the agreement. Any modifications of the Agreement shall be signed by each party.
3. In the event of a seizure or during the stray hold period, the Humane Society agrees to make reports to provide the City of Monroe Police Department with all information requested so that the Police Chief may provide an informed decision regarding medical treatment or euthanasia for dogs and cats being held by the City.
4. It is understood that the Humane Society shall make reports to the City as requested.

5. It is further understood and agreed by the parties hereto that all liability for the services provided herein shall be the Humane Society's, and that the Humane Society will maintain adequate liability insurance for the same. The Humane Society agrees to hold the City harmless against any and all claims resulting from the services provided hereunder.
6. Further, the Humane Society agrees that at no time and for no purpose shall any of its employees be considered those of the City.
7. The parties hereto agree that this Agreement in no way shall be construed as requiring that the Humane Society act as the humane officer pursuant to Chapter 173, Wis. Stats., or that they be required to provide such a position.
8. Those amounts budgeted in the City's budget, and shown on Addendum A, shall be paid to the Humane Society in equal amounts monthly and shall be subject to review on a yearly basis.
9. It is understood the City Agreement is separate from the Green County Agreement, and each is individually funded.

CITY OF MONROE

By: _____
Louis Armstrong, Mayor

By: _____
Philip Rath, City Administrator

Date: _____

Date: _____

GREEN COUNTY HUMANE SOCIETY, INC.

By: _____
Sue Sacker, President

By: _____
Ron Neuenschwander, Secretary

Date: _____

Date: _____

ADDENDUM A

Animal Care Services Fee Schedule

This Addendum A is part of the Animal Control Services Agreement between the City of Monroe and Green County Humane Society, Inc. (the "Agreement").

During the period commencing January 1, 2018 and ending December 31, 2018, the City shall pay GCHS the sum of \$2,916.67 per month, payable in advance on the first calendar day of each month.

LEASE AGREEMENT

This Agreement is made as of November 7, 2017, between the City of Monroe, a Wisconsin municipal corporation ["Lessor"] and the Green County Historical Society, a corporation organized under the laws of the State of Wisconsin ["Lessee"].

Whereas, Lessor owns the following described real estate [the "Realty"]:

Lot One Hundred Twenty-seven (127), Lybrand's Donation to the City of Monroe, Green County, Wisconsin, according to the recorded plat thereof, and

Whereas, located on the Realty is a building previously used by the First Unitarian Universalist Church [the "Building"], and

Whereas, Lessee wishes to use the Building as a museum where Lessee will display a variety of exhibits and articles having historical significance.

Now, Therefore, in consideration of the mutual agreements herein contained, the parties agree as follows:

1. **RENT AND TERM.** Lessor hereby leases the Realty to Lessee, for the use and purposes hereinafter stated, for a term of ten years at an annual rental of \$1.00. This lease shall terminate at 11:59 p.m. on October 31, 2027. There shall be no automatic renewal of this lease.
2. **USE OF PREMISES.** Lessee shall supply exhibits of historical material, arrange these in a suitable manner for public display, supply attendants and to keep the display area open to the public at reasonable times throughout the year and may further use the Building and the Realty for activities related to the maintenance of such museum, including meetings of Lessee's members.
3. **ALTERATIONS AND IMPROVEMENTS.** Lessee may make reasonable and necessary changes in the interior of the Building within the restrictions set out in the conveyance of the Realty to Lessor, a copy of which is attached hereto.
4. **BOARD MEMBERSHIP.** A member of the City Council, designated by that body, shall be made a member of the Board of Directors of Lessee, and shall be entitled to attend all meetings of said Board and to vote as a member of said Board.
5. **OBLIGATIONS OF LESSEE.** Lessee shall maintain the interior of the Building, at its own expense, and pay all charges for electricity and telephone services provided to the Building and the Realty. Admissions to the museum shall be collected by the Lessee.
 - a. **EXCESS REVENUE.** In the event net income of Lessee from operation of the museum, exclusive of donations, membership fees, or sale of assets, shall in any year exceed the sum of \$4,000.00, Lessee shall pay to the City twenty-five percent of all income over \$4,000.00 as additional rent.
 - b. **INSURANCE – LIABILITY.** Lessee shall procure and keep in force at all times during the term of this Lease, at Lessee's expense, public liability insurance, including bodily injury and

property damage, in such amount as shall be from time to time required by Lessor. Lessor shall be named as an additional insured party under such policy or policies. Lessee shall on an annual basis furnish Lessor with a certificate or certificates, issued by the insurance carrier, evidencing such insurance.

c. **INSURANCE – PERSONAL PROPERTY.** The risk of damage to or destruction of personal property of Lessee resulting from fire, storm or other perils shall be solely Lessee's and Lessee shall procure and maintain such insurance coverage against damage of Lessee's property in the Building by fire, storm or other perils as Lessee deems appropriate.

6. **OBLIGATIONS OF LESSOR.** Lessor shall maintain the exterior of the Building, including any necessary exterior repairs, maintain the heating plant in the Building in good repair, and provide for snow removal.

a. **FINANCIAL CONTRIBUTION.** Lessor shall provide \$2,000.00 towards the purchase of gas per year for heating the Building. Additionally, the Lessor shall make available up to \$5,000.00 annually for repair of the Building or any of its mechanical systems. Any unused amounts from the \$5,000 annually set aside for repairs shall remain with the Lessor and shall not roll over to the following years.

b. **INSURANCE - PROPERTY.** Lessor shall maintain adequate and reasonable insurance against damage of the Building by fire, storm or other perils.

7. **EXTENSIVE REPAIRS AND OPTION TO TERMINATE.** Notwithstanding the foregoing, if the Building or any of its mechanical systems, requires any repair, the estimated cost of which exceeds \$5,000.00, and Lessee is unwilling or unable to contribute to such repair in an amount that will reduce the cost to \$5,000.00 or less, then the Lessor shall have the option to terminate this lease and not complete such repair. Lessee shall not be deemed to be unwilling or unable to contribute to a repair unless Lessor has provided to Lessee a written notice setting forth the amount that Lessee must contribute and Lessee has either refused or failed to contribute such sum within 5 days following delivery of such notice. If Lessor terminates this lease pursuant to this paragraph then Lessor shall not be liable to Lessee for any damage related to the failure of Lessor to undertake the repair.

In Witness Whereof, the parties have executed this agreement as of the date and year first above written.

CITY OF MONROE

By: _____
Louis Armstrong, Mayor

By: _____
Carol J. Stamm, City Clerk

Countersigned: _____
Bridget Schuchart, Comptroller

GREEN COUNTY HISTORICAL SOCIETY

By: Brooke Bauman
Brooke Bauman, President

By: Terry Goetz
Terry Goetz, Secretary