

CITY OF HORICON

404 EAST LAKE STREET
HORICON WI 53032

MEETING NOTICE

DATE ISSUED: September 13, 2018

BY: Susan Hady

PERSONNEL & FINANCE COMMITTEE

ATTENDEES:

Susan Hady	Donald Miller	Forrest Frami	Kristen Jacobson
Dave Magnussen	Joseph Adamson	Alexandra Harvancik	Jim Bandsma
Carole Baker	Jim Wegner	C: Mayor Grigg	

DATE: Monday, September 17, 2018

TIME: 6:00 p.m.

LOCATION: City Hall, Activity Room A

LEADER: Susan Hady, Chairperson

AGENDA:

1. Call to Order.
2. Roll Call.
3. Public Appearances.
4. Process of Sale of Public Property.
5. Wage Advancement of Department of Public Working Foreman.
6. Wage Advancement of Class I-A Heavy Equipment Operator.
7. Hiring of Substitute Part-Time Spring/Fall Parks Employee.
8. Hiring of EMS Personnel.
9. Change Order #5 from R&R Wash Materials, Inc – Bowling Green Park Improvements.
10. Change Order #6 from R&R Wash Materials, Inc. – Bowling Green Park Improvements.
11. 2019 Stray Animal Contract.
12. August 2018 Payables.
13. Set Next Meeting Date.
14. Non-Action Discussion.
15. Adjourn.

IF UNABLE TO ATTEND, PLEASE NOTIFY: Kristen Jacobson

PHONE: 485-3500

DATE POSTED: 9/13/2018

TIME POSTED: 3:00 p.m.

Change Order No. 5

Date of Issuance: September 6, 2018 Effective Date: As Approved

Project: Bowling Green Park Improvements	Owner: City of Horicon	Owner's Contract No.:
Contract: City of Horicon -- Bowling Green Park Improvements		Date of Contract: September 20, 2017
Contractor: RLAM, Inc.		Engineer's Project No.: 00059041

The Contract Documents are modified as follows upon execution of this Change Order:
Description:

Pavement Marking and Signage according to Bid Alternate D unit bid prices and estimated quantities. Actual cost to be based on field installed quantities.

D1	Pavement Marking, 4-inch White	L.F.	1900	\$1.03	\$1,957.00
D2	Pavement Marking, ADA Accessible Parking Symbol	Ea.	4	\$40.00	\$160.00
D3	Signs and Poles R7-8 (12" x 18") and R7-8b (12" x 4")	Ea.	3	\$505.00	\$1,515.00
ESTIMATED TOTAL					\$3,632.00

Attachments (list documents supporting change):

- 1) Email from MSA to R&R Wash Authorizing Work dated 6/12/18 (1 page)

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
\$ 354,806.50

Original Contract Times: Working days Calendar days
Substantial completion (days or date): October 15, 2018
Ready for final payment (days or date): November 15, 2018

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 4
\$ 1,791.71

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____
Substantial completion (days): n/a
Ready for final payment (days): n/a

Contract Price prior to this Change Order:
\$ 353,014.79

Contract Times prior to this Change Order:
Substantial completion (days or date): October 15, 2018
Ready for final payment (days or date): November 15, 2018

[Increase] [Decrease] of this Change Order:
\$ 3,632.00

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): n/a
Ready for final payment (days or date): n/a

Contract Price incorporating this Change Order:
\$ 356,646.79

Contract Times with all approved Change Orders:
Substantial completion (days or date): October 15, 2018
Ready for final payment (days or date): November 15, 2018

RECOMMENDED:
By: *Brad Jugusch*
Engineer (Authorized Signature)

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: *Chris Wash*
Contractor (Authorized Signature)

Date: 9-06-2018

Date: _____

Date: 9/6/18

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Brad Stuczynski

From: Brad Stuczynski
Sent: Tuesday, June 12, 2018 7:44 AM
To: R&R WASH MATERIALS/RLAM, INC.
Subject: FW: Horicon - Bowling Green Pavement Marking

Brenda,

The City would like to proceed with the pavement marking (Bid Alternate D).

When can this work be completed?

Thanks,
Brad

From: Dave Magnussen <dmagnussen@cityhoriconwi.us>
Sent: Tuesday, June 12, 2018 7:37 AM
To: Brad Stuczynski <BStuczynski@msa-ps.com>
Subject: RE: Horicon - Bowling Green Paving

Brad have them do the pavement marking and signage.

From: Brad Stuczynski [<mailto:BStuczynski@msa-ps.com>]
Sent: Tuesday, June 12, 2018 7:32 AM
To: Dave Magnussen <dmagnussen@cityhoriconwi.us>
Subject: FW: Horicon - Bowling Green Paving
Importance: High

Dave,

R&R said they would honor the bid prices.

Do you want the contractor to complete pavement marking and signage???

Brad

From: Brad Stuczynski
Sent: Thursday, May 31, 2018 6:52 AM
To: Dave Magnussen <dmagnussen@cityhoriconwi.us>
Subject: RE: Horicon - Bowling Green Paving

Dave,

The bid alternate for pavement marking is \$4,137. (see below)

Call to discuss. We should contact R&R ASAP if you want them to complete the pavement marking.

Brad

Change Order

No. 6

Date of Issuance: September 6, 2018 Effective Date: As Approved

Project: Bowling Green Park Improvements	Owner: City of Horicon	Owner's Contract No.:
Contract: City of Horicon – Bowling Green Park Improvements		Date of Contract: September 20, 2017
Contractor: RLAM, Inc.		Engineer's Project No.: 00059041

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Additional Work Not in Contract	+\$4,546.80
Unit Price Bid Items – Adjust to Actual Quantities Installed	-\$9,643.57
TOTAL CHANGE ORDER	\$5,096.77

Attachments (list documents supporting change):

- 1) Change Order #6 Detail

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 354,806.50

Original Contract Times:

Working days Calendar days

Substantial completion (days or date): October 15, 2018

Ready for final payment (days or date): November 15, 2018

[Increase] [Decrease] from previously approved Change Orders
No. 1 to No. 4

\$ 5,423.71

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____

Substantial completion (days): n/a

Ready for final payment (days): n/a

Contract Price prior to this Change Order:

\$ 356,646.79

Contract Times prior to this Change Order:

Substantial completion (days or date): October 15, 2018

Ready for final payment (days or date): November 15, 2018

[Increase] [Decrease] of this Change Order:

\$ 5,096.77

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): n/a

Ready for final payment (days or date): n/a

Contract Price incorporating this Change Order:

\$ 351,550.02

Contract Times with all approved Change Orders:

Substantial completion (days or date): October 15, 2018

Ready for final payment (days or date): November 15, 2018

RECOMMENDED:

By: Brad Augustin
Engineer (Authorized Signature)

Date: 9-06-2018

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 9/6/18

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If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Change Order #6 Detail

Horicon - Bowling Green Park Improvement

ADDITIONAL WORK NOT IN CONTRACT

Description	R&R Request	Comment
Additional Grading to Address Drainage near bio-pond	\$1,242.00	Grade swale from asphalt flume to bio-pond, topsoil and emat
Cut-in Asphalt Flume to Address Bird Bath	\$0.00	Cut-in asphalt flume covered by sub-contractor. No cost to City
Haul out 6 loads of concrete rubble	\$480.00	Encountered during storm sewer installation on east side of parking lot
Restoration due to additional drain tile	\$1,225.00	245 SY x \$5.00/SY
Modify and Add more bio-mix at rain garden	\$470.00	Raised the bottom elevation to improve drainage for plantings
Add stone and sand to improve drainage into drain tile	\$940.00	To improve drainage for plantings
Contractor mark-up for above 3 Items	\$189.80	
TOTAL Additional Work Not in Contract	\$4,546.80	

UNIT PRICE ADJUSTMENTS

Description	Est Qty	Change from	Comment
	Bid Amt	Bid Cost	
Erosion Mat	\$1,384.00	\$557.91	Based on actual quantity installed
EBS	\$1,000.00	-\$27.50	Based on actual quantity Installed
Remove & Dispose 36" SS	\$1,050.00	\$450.00	Based on actual quantity Installed
Heavy Riprap	\$28,050.00	-\$5,100.00	Based on actual quantity Installed
Concrete Sidewalk	\$26,040.00	-\$2,371.50	Based on actual quantity installed
Salvage & Regrade Existing	\$4,200.00	-\$166.25	Based on actual quantity Installed
Aggregate Base Course	\$7,052.00	-\$3,593.73	Based on actual quantity installed
Storm Sewer, 36"	\$31,280.00	\$92.00	Based on actual quantity installed
Asphalt Pavement	\$36,720.00	-\$1,453.50	Based on actual quantity installed
Asphalt Curb	\$3,280.00	-\$205.00	Based on actual quantity installed
Drain Tile (In bio-basin)	\$372.00	-\$31.00	Based on actual quantity installed
Drain Tile, 4"	\$3,150.00	\$2,205.00	More drain tile was added in an effort to improve drainage of existing turf areas
TOTAL Unit Price Adjustments		-\$9,643.57	

TOTAL CHANGE ORDER AMOUNT

-\$5,096.77



2019 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 animal options:

- The municipality contracts for all domestic animals.
- The municipality contracts for domestic dogs only.

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, 2019.)

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, 2019 and expiring December 31, 2019. Therefore, services provided by the humane society to the municipality will be governed by the terms of this agreement commencing January 1, 2019 and continuing through December 31, 2019. 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: 9/10/18

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 10th 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.