

**Town of Farmington – Waupaca County**  
**Town Board Agenda Item**

**FROM:** Kathy Kasza, CPFO/WCMC/CMTW  
Clerk-Treasurer

**DATE:** August 3, 2023

**SUBJECT:** Consideration of agreement with Humane Society of Waupaca County for dogs and cats for 2023-2026.

---

**DISCUSSION:**

With the resignation of Autumn Murphy as Town Humane Officer and the annual meeting request of residents for adding the servicing of cats, the Humane Society of Waupaca County was contacted to provide a proposal. The Humane Society of Waupaca County (HSWC) now has a standard agreement for all the municipalities it provides services to for dogs and cats. The following municipalities provides service to strays found in the municipality: City of Waupaca, City of Weyauwega, City of Manawa, Town of Caledonia, Village of Ogdensburg, Town of Harrison, Village of Scandinavia, and the Town of Scandinavia. The standard agreement fee is for 2023 through 2026 rates are \$124 per feline unit and \$204 per canine unit impounded and are unclaimed during the six (6) day impoundment. This fee is to cover any veterinarian costs. The fees would be paid by the owner if the animal is claimed. Hoarding or animal abuse cases are not covered by the agreement. After talking with HSWC the **town will not be responsible for picking up the animal(s) found in the Town of Farmington; it will be the resident who will need to deliver the animal(s) to HSWC.** Citizens with proof of residency in the Town of Farmington, which find a stray animal in the Town of Farmington may bring the stray animals in by appointment during HSWC regular business hours and must call ahead to schedule the drop-off. This service is based on where the animal is found not where the resident lives. HSWC will provide residents with traps should they need one to contain the animal(s). It should be noted that any dangerous animal, animal abuse or hoarding situations need to be reported to the Waupaca County Sheriff's Department for enforcement.

**REQUESTED ACTION:**

**Approve the 2023-2026 agreement with Humane Society of Waupaca County, 2293 Commercial Dr, Waupaca, as presented.**

Humane Society of Waupaca County  
2293 Commercial Drive  
Waupaca, WI 54981

March 16, 2023

Dear Town of Farmington Town Board

Enclosed, please find a copy of our renewal contract for 2023-2026 with a starting date of May 1, 2023. If you would like to renew, please sign this copy and return it. I will return a completed, signed copy to you.

Please be sure to review it carefully, as there may be some changes. Some of the municipalities had slightly different contracts- they will all be the same going forward.

This new contract requires that we be able to accept stray dogs AND cats at our counter without obtaining permission, provided the finder is able to show proof of residence in the Municipality where the animal was found. If there are complicating factors or we suspect someone is lying, we will refer them to the appropriate person or law enforcement prior to intake. Please update your contact list with us if necessary.

Some of the changes were made to clarify or simplify items.

There was also an increase in fees reflecting our increase in costs due to inflation. Additionally, we will be increasing impound fees charged to owners at redemption. As always, the Municipality is not billed for animals that are reclaimed by the owner. The owner pays those fees.

If you have questions about any of the above or the new contract, please do not hesitate to call me.

We will continue to honor current contracts in the event you are unable to return this one prior to May 1 due to meeting schedules, but the fee increase will begin with animals impounded after May 1, 2023. If you do not intend to renew the contract, please let me know prior to May 1, 2023.

Thank you for your time,

~Monica Gardner, Executive Director  
Humane Society of Waupaca County  
715-258-2545

AGREEMENT BETWEEN THE HUMANE SOCIETY OF WAUPACA COUNTY  
AND THE Town of Farmington, Waupaca County

1. The Humane Society of Waupaca County (“HSWC”) and the \_\_\_\_\_  
 Town of Farmington \_\_\_\_\_ (“Municipality”) agree as follows:
  
2. HSWC agrees to provide for the care, custody, treatment, and disposal of cats and dogs taken into custody, pursuant to §173.31(1) and 951 Wis. Stats., and brought to HSWC’s facility by authorized representatives of the Municipality and verified residents of the Municipality. If a stray cat or dog is found within the Municipality by a non-resident, they will be referred to the person(s) or law enforcement designated by the Municipality.
  
3. HSWC agrees to (a) provide adequate care and treatment of all cats and dogs delivered under this agreement, (b) maintain adequate records consistent with requirements of §173.17, Wis. Stats., and (c) release or dispose of cats and dogs under §173.23, Wis. Stats., or as provided in a court order.
  
4. All stray cats and dogs will be kept for a minimum of six (6) full days, subject to return to its owner under §173.23(1), Wis. Stats., or disposition under §173.23(4), Wis. Stats., relating to injured or dangerous animals.
  
5. After six (6) full days in custody, a cat or dog shall be considered an “unclaimed animal” and may be disposed of under any of the provisions authorized by §173.23(1m), Wis Stats. After six (6) full days, the cat or dog becomes the property of HSWC. After that time, if the cat or dog is adopted, any adoption fees will be retained by HSWC
  
6. The HSWC agrees not to adopt out any cat or dog unless it is neutered, except that if, due to the age of the animal or other factors, it cannot be neutered prior to adoption, in which case proof of prepayment for the sterilization procedure shall be considered compliance with this paragraph.
  
7. The HSWC agrees not to adopt out any cat or dog unless it has been microchipped, with the microchip properly registered with the national database.
  
8. The Municipality agrees to pay the HSWC a flat rate of **\$124.00** per feline unit/**\$204.00** per canine unit that is impounded with the HSWC during the life of this contract. This fee will include the cost of euthanasia and disposal costs for the animal(s) if at any time that becomes necessary.
  
9. Each cat or dog over 6 months of age will be billed as one unit. Litters of kittens or puppies will be considered one unit if there are three or less individuals under six months of age. Each additional group of up to three littermates presented to HSWC on the same day will be billed as an additional unit.
  
10. HSWC shall provide proof of liability insurance to the Municipality.

11. The HSWC will keep records for each animal impounded containing a description of the animal and the dates impounded, adopted, transferred, reclaimed or euthanized. Complete intake and adoption records are maintained. Only intake records are considered public record..
12. The HSWC agrees only to bill the Municipality for stray cats and dogs found within the Municipality that are brought to the HSWC by a municipal law enforcement officer or a verified private citizen. Access to the shelter during non-working hours will be provided to a representative of the Municipality.
13. HSWC shall release an impounded cat or dog to its owner or representative of the owner once the following five requirements are met:
  - (a) The owner or representative of the owner claims the cat or dog and provides reasonable evidence of ownership and the owner's name and address,
  - (b) The cat or dog is licensed (if provided to HSWC by Municipality).
  - (c) The cat or dog is vaccinated for rabies or assurance of vaccination against rabies is given in the form of a receipt from a licensed veterinarian for prepayment of a rabies vaccination or a deposit HSWC will hold until proof of completion.
  - (d) All charges for pickup, boarding care, vaccination, medications, veterinary care, and treatment are paid. Boarding fees are due for each day or fraction of a day that a cat or dog is impounded. Pickup fees are charged to the owner if the Municipality, law enforcement, or an employee of HSWC picks the animal up and delivers it to HSWC.
  - (e) The representative of the owner has a written authorization from the owner to claim the cat or dog.

The HSWC will accept impound fee payments, license fee payments, and issue receipts. **The Municipality will only be billed for cats and dogs that are unclaimed during their six (6) day impoundment.**

14. Upon completion of the stray hold, HSWC will assume legal possession of the animal and determine the future disposition of the animal.
15. Licenses will be issued for eligible animals being adopted into Municipalities that provide HSWC with them.
16. HSWC reserves the right to refuse to adopt out an animal for any reason. The Municipality has no control over, and is not responsible for, the adoption standards of HSWC.
17. For any cat or dog received through the Municipality, HSWC shall promptly notify the owner verbally and in writing if he or she can be identified and located with reasonable effort. The written notice shall comply with §173.13(3), Wis. Stats.
18. If HSWC receives any license or pickup fees on behalf of the Municipality, those fees belong to the Municipality and shall either be paid to the Municipality or credited to the their account on its quarterly bill.

19. Both parties agree to cooperate with each other to ensure that provisions of §95.21, Wis. Stats., relating to stray animals and “Quarantine or sacrifice of an animal suspected of biting a person or being infected or exposed to rabies” is complied with. If there is not another responsible party identified to pay the bill, such as the animal's owner or the County, the Municipality will pay for these expenses. Bite quarantines are billed on a case-by-case basis and will include additional fees for the required Veterinary exams and higher impound fees.

**20. The fees outlined in this contract do not apply in cases of hoarding or animal abuse situations, or any other situation where a large number of animals may have to be held for an extended period of time.**

This agreement shall be effective from May 1, 2023 until April 30, 2026,

Dated: August 21, 2023

THE Town of Farmington

BY: \_\_\_\_\_

Caroline Murphy, Town Chair

THE HUMANE SOCIETY OF WAUPACA COUNTY, INC.

Dated: \_\_\_\_\_, 2023 BY: \_\_\_\_\_

Raymond Hansen, President

\_\_\_\_\_  
Monica Gardner, Operations Manager

# HSWC Stray Pet Reclaim Rates

|      | First Day | up to 5 add'l days | Rabies up to 9 add'l days | Rabies, up to 3 vet visits (Each) |
|------|-----------|--------------------|---------------------------|-----------------------------------|
| cats | 18        | 9                  | 11                        | 40                                |
| dogs | 28        | 14                 | 17                        | 40                                |

|                       | Pick-up Fees |
|-----------------------|--------------|
| HSWC                  | 25-50        |
| City Waupaca          | 10           |
| Town Caledonia        | 50           |
| Village of Ogdensburg | 50           |
| Weyauwega (City)      | 10           |

|                 | Licenses  |              |
|-----------------|-----------|--------------|
| Waupaca License | 5 altered | 10 unaltered |
| Weyauwega Lic   | 3 altered | 8 unaltered  |

| Other Potential Charges: |         |
|--------------------------|---------|
| Rabies                   | 20      |
| Other Vacc (ea)          | 15      |
| Deworming                | 8       |
| Parvo Test               | 25      |
| Fecal                    | 20      |
| FeLV/FIV/HW test         | 25      |
| Grooming                 | by time |

not all-inclusive

**All medications, Supplies provided for illness, parasites or injury, any damages caused by the animals, veterinary fees, travel expense/time, euthanasia, disposal, citations, etc.. Must be paid prior to reclaim of the animal.**

effective 4/1/23