

RESOLUTION 87-21

TO APPROVE RENTAL AND USE AGREEMENT

FOR ANIMAL SHELTER OPERATION

WHEREAS, The City of Bloomington (hereinafter "City") owns the land upon which the Animal Shelter, owned by the Monroe County Humane Association (hereinafter "Association"), is located; and

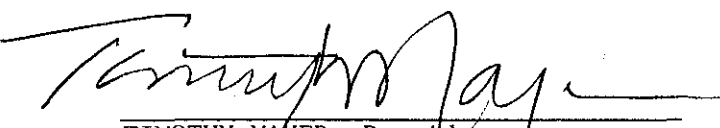
WHEREAS, the City took over operation of the Animal Shelter in 1973, and is currently leasing the premises under a Rental and Use Agreement which expires on December 31, 1987; and

WHEREAS, it is of mutual benefit to the parties to continue the contractual relationship for operation of the Animal Shelter;

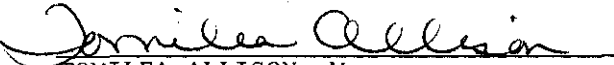
NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, THAT:

The Rental and Use Agreement attached hereto and made a part hereof is hereby approved, and the Mayor and President of the Common Council are hereby authorized to execute said Agreement on behalf of the City of Bloomington.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 16<sup>th</sup> day of December, 1987.

  
TIMOTHY MAYER, President  
Bloomington Common Council

SIGNED and APPROVED by me upon this 17<sup>th</sup> day of December, 1987.

  
TOMILEA ALLISON, Mayor  
City of Bloomington

ATTEST:

  
PATRICIA WILLIAMS, City Clerk

SYNOPSIS

This Resolution approves and authorizes the Mayor and President of the Common Council to execute the Rental and Use Agreement for Animal Shelter Operation on behalf of the City of Bloomington. The term of the Agreement is 5 years, commencing January 1, 1988, during which the City will pay the Humane Association \$10,000.00 per year.

RESOLUTION 87-34

TO APPROVE RENTAL AND USE AGREEMENT

FOR ANIMAL SHELTER OPERATION

WHEREAS, the City of Bloomington (hereinafter "City") owns the land upon which the Animal Shelter, owned by the Monroe County Humane Association (hereinafter "Association"), is located; and

WHEREAS, the City took over operation of the Animal Shelter in 1973, and is currently leasing the premises under a Rental and Use Agreement which expires on December 31, 1987; and

WHEREAS, it is of mutual benefit to the parties to continue the contractual relationship for operation of the Animal Shelter;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF BLOOMINGTON, MONROE COUNTY, THAT:

The Rental and Use Agreement attached hereto and made a part hereof is hereby approved, and the Mayor and the Board of Public Works are hereby authorized to execute said Agreement on behalf of the City of Bloomington.

PASSED AND ADOPTED by the Board of Public Works of the City of Bloomington, Monroe County, Indiana, upon this 15 day of December, 1987.

Frank N. Hrisomalos  
Dr. Frank N. Hrisomalos  
President

Martha E. Sims  
Martha E. Sims  
Board Member

Tobiatha Eagleson  
Tobiatha Eagleson  
Board Member

SIGNED AND APPROVED by me upon this 16<sup>th</sup> day of December, 1987.

Tomilea Allison  
Tomilea Allison, Mayor  
City of Bloomington

ATTEST:

Patricia Williams  
Patricia Williams, City Clerk

SYNOPSIS

This Resolution approves and authorizes the Mayor and the Board of Public Works to execute the Rental and Use Agreement for Animal Shelter Operation on behalf of the City of Bloomington. The term of the Agreement is 5 years, commencing January 1, 1988, during which the City will pay the Humane Association \$10,000.00 per year.

RENTAL AND USE AGREEMENT

THIS AGREEMENT, entered into this 15 day of December, 1987, by and between the City of Bloomington, a municipal corporation duly existing under the laws of the State of Indiana, hereinafter referred to as the "City" and the Humane Association, Inc., of Monroe County, an Indiana corporation, hereinafter referred to as the "Association",

WITNESSETH THAT:

WHEREAS, the City is a municipal corporation owning the real estate hereinafter described; and

WHEREAS, under an agreement dated the 15th day of December, 1966, which agreement is still in full force and effect, the City leased said real estate to the Association and the Association, in conformity with said lease, constructed an animal shelter on the real estate which is the subject of the lease; and

WHEREAS, the Association no longer operates the animal shelter; and

WHEREAS, the City took over the operation of the animal shelter in October, 1973, and has continued to maintain such control to date;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and each and every act performed hereunder by either of the parties, the said parties hereby agree as follows:

(1) The Rental Property.

(a) The Association does hereby lease and let unto the City for the uses and purposes hereinafter stated the animal shelter constructed by the Association on the real estate rented to the Association under the agreement dated December 15, 1966, which real estate is described as follows, to-wit:

A part of the Southwest Quarter of the Southwest Quarter of Section 16, Township 8 North, Range 1 West, Monroe County, Indiana, described as follows, to-wit: Beginning on the West line of State Highway Number 37 at a point Four Hundred Eighty-one and five-sixths (481 5/6) feet North of the South line of said Section 16; thence North along the West line of State Highway Number 37 for a distance of Three Hundred Ninety (390) feet; thence West for a distance of Four Hundred Forty-Eight (448) feet; thence South for a distance of Three Hundred Ninety (390) feet more or less and to the South line of the Grantors property; thence East for a distance of Four Hundred Forty-Eight (448) feet more or less and to the point of beginning and containing four (4) acres, more or less.

(b) The premises shall be used as an animal shelter only, under the standards herein described or set forth, and no other use or purpose shall be made of the premises without expressed written consent of the Association.

(2) Term. The term of this rental and use agreement shall be for a period

of five (5) years, beginning on the 31st day of December, 1987 and ending on the 31st day of December, 1992.

(3) Improvements.

(a) The City agrees to enlarge and improve the parking facilities, by constructing a new parking lot approximately forty (40) feet by eighty (80) feet and to include at least 20 spaces north of the existing lot, which will include the appropriate engineering to improve drainage from the existing lot and landscaping of the area between the two lots; and to repave the existing lot, the service drive, and driveway which should include widening so that two vehicles may pass simultaneously. Said parking improvements shall be fully installed and useable by November 1, 1989.

(b) The City agrees to install adequate lighting for the parking lots and back northwest corner of the shelter for security purposes. Said lighting shall be fully installed and useable by November 1, 1989.

(c) The Association agrees to improve and upgrade the electrical system in the building by combining the two current electrical boxes into one and moving it to an area not as accessible to the public; and to increase the electrical outlets in the education room. Said electrical improvements shall be fully installed and useable by June 1, 1988.

(d) The Association agrees to expand the shelter alarm system to include all outside and several inside doors. Said alarm system expansion shall be fully installed and useable by December 31, 1988.

(e) The Association agrees to improve the cat area to increase cage size, to increase the cleanability of the concrete cages, to maintain or increase the number of available cages, to help prevent the spread of disease between stray and adoptable cats, and to provide facilities to prevent unsupervised public access to stray cats. Said improvements shall be installed and useable by December 31, 1992.

(4) Rental.

(a) The City agrees to pay an annual rental for the use of the facility, providing that an adequate appropriation is approved by the Common Council and all applicable local and state agencies, boards and commissions, in the amount of Ten Thousand Dollars (\$10,000.00) for the years 1988, 1989, 1990, 1991 and 1992. The yearly rental amount shall remain stable throughout the term of this agreement in consideration of the value of the improvements listed in Section (3) (a) and (b) above. Provided, however, in the event both parties mutually agree that additions or improvements to the facility not covered in the scope of this agreement are necessary and beneficial, an increased rental amount

may be requested to offset the cost of such additions or improvements.

(b) Rental payments shall be made with two, equal semiannual payments. The first payment, of Five Thousand Dollars (\$5,000.00) shall be due and payable on or before April 30 of each year: the second payment, of Five Thousand Dollars (\$5,000.00) shall be due and payable on or before October 31 of each year. All rental payments shall be mailed to the Association, P.O. Box 1334, Bloomington, Indian 47402-1334.

(5) Use of the Animal Shelter. The City shall operate the animal shelter and its respective animal programs according to applicable law and according to humane principles set forth by the Humane Society of the United States, to the degree possible with the facilities and funds available. The Association recognizes that by ordinance the Animal Control Commissions are responsible for formulation of policies and procedures for the animal control departments and shelter. Changes in current shelter policies or addition of new ones must be reviewed and approved by the Association Board of Directors before they may become effective.

(a) Proper Housing. The City shall make available the animal shelter for the proper housing of all lost, stray or homeless animals which are delivered to the shelter by individuals or by governmental organizations pursuant to contracts. Animals delivered to the shelter by a private individual shall be received free of charge. Adequate protection from weather and dampness shall be provided for these animals, as well as food and water. To this end, the City shall operate the shelter according to the following standards:

Cats

(1) The cats shall be separated as follows: unaltered males from females, kittens from adult cats, and nursing mothers from all others.

(2) No more than one (1) cat or (3) three kittens shall be placed in one of the stray-area metal cages. No more than two (2) adult cats or six (6) kittens shall be placed in one adoptable-area concrete cage. Numbers shall be determined by individual temperament and age of kitten.

(3) Each cage shall have a litter pan, fresh food and water available to the cats at all times.

(4) Each cat cage must be cleaned daily and disinfected each time that a cat is permanently removed. No cat shall be placed in an undisinfected cage.

Puppies

(1) The puppy pens shall be cleaned thoroughly every day and disinfected at least three times a week and positively every time that puppies

are permanently removed. The newspapers in the puppy pens must be changed as many times as necessary each day.

(2) Puppies, twelve (12) weeks to twelve (12) months, must be fed at least twice a day; puppies twelve (12) weeks and under, at least three times a day.

(3) All food and water bowls must be washed and disinfected daily.

(4) No more than four (4) puppies shall be placed in small pens or six (6) in the large pens at any one time. Numbers shall be determined by individual temperament and age and size of puppy.

#### Large Dogs

(1) All kennels, indoor and outdoor, must be cleaned thoroughly every day and disinfected at least three times a week.

(2) All food and water bowls must be washed and disinfected daily.

(3) The dogs must be separated as follows: unneutered males from females, injured from uninjured, stray from adoptable as possible, aggressive dogs and bite cases from all others, and nursing mothers from all others.

(4) Each dog is to have fresh water available at all times.

(5) No uninjured dog is to be left in its kennel during the daily cleaning process. Animals shall not be returned to their kennels until they are completely dry, except as weather prevents.

(6) All adult dogs shall be fed an amount of food adequate for their weight once daily.

#### Awareness of Sickness and Disease

(1) Every animal shall be checked daily for signs of illness and disease. Obvious signs of disease include runny eyes, nasal discharge, loose bowels, vomiting, lack of appetite, skin sores, lameness, parasites and abnormal behavior.

(2) Animals showing any sign of disease shall either be euthanized or isolated in whatever way possible to prevent contact with other animals.

(3) Any kennel area or cat cage containing an ill animal must be disinfected thoroughly upon removal of the animal. All clinic and holding cages must be disinfected after each use. All office areas and other related work areas must also be cleaned at least twice a week and disinfected as needed to prevent the spread of disease.

#### (b) Office.

(1) The animal shelter shall be open to the public from 8:00 a.m. to 5:00 p.m., Monday through Saturday for receiving and reclaiming animals. The kennels will be open to the public from 10:30 a.m. to 4:30 p.m., Monday through

Saturday for viewing of animals for adoption. Shelter employess will complete the major cleaning prior to 10:30 a.m. It shall be closed to the public on Sundays and holidays.

(2) The City agrees to place a Monroe County Humane Association donation box in the lobby of the shelter.

(c) Medical Care. Adoptable animals shall be provided with a vaccination for distemper prevention and medications for the treatment of parasites as necessary and as the vaccines and medications are available. Complete health examinations will be conducted on animals as staff time allows.

(d) Euthanasia. Euthanasia shall be performed only by those employess who are properly trained under the direction of a veterinarian and only by qualified and concerned people on the staff. The method of euthanasia shall be sodium pentobarbital.

(e) Adoption.

(1) All animals adopted from the shelter must be spayed or neutered upon maturity. The animal shelter shall reserve the right to reclaim any animal not spayed or neutered as agreed upon adoption.

(2) No animal shall be adopted exclusively as a mouser, a watch dog, or a hunting dog.

(3) All animals must be taken to a veterinarian within five working days or ten to fourteen working days for animals that have been altered before adoption for a complete check up and any other necessary medical attention. The adoption fee is nonrefundable but may be transferred to the adoption of another animal should an adopted animal become ill within two weeks of adoption from the shelter.

(4) Pet adopters must abide by all animal control laws. If this condition is not met, the animal shelter shall reserve the right to reclaim the animal.

(5) Prospective adopters must have or agree to construct a fenced area or runner of suitable size and strength if a dog is large, to be kept outdoors, of a breed that requires a great deal of exercise, or likely to create a public nuisance. No animal is to be chained continuously.

(6) All adopters should be presented with a basic pet care pamphlet and a copy of the relevant local animal control ordinances.

(7) No animal, alive or dead, from the animal shelter shall be sold or given away to a laboratory or any other commercial enterprise.

(8) Wild animals are not to be adopted from the animal shelter. They are either to be returned to nature or euthanized, depending on the age and

condition of the animal.

(f) Education. All animal shelter employees shall make an active effort to educate all visitors to the animal shelter regarding basic pet care and humane treatment of animals, responsible pet ownership and the local and state laws concerning animal control and welfare. The City shall promote the proper care and treatment of animals, encourage public support for such treatment and care, and foster the enforcement of City ordinances and state statutes relating to the humane treatment of animals.

(g) Records.

(1) A kennel card shall be prepared for every animal that enters the shelter, stating all important data, description, and characteristics of the animal.

(2) A numbered tag shall be assigned to each animal (or litter of animals), recorded on its kennel card, and placed on the animal's cage until the animal leaves the shelter.

(3) All medical treatment received at the shelter and ultimate disposition with date shall be entered on each animal's record.

(4) Daily receipts for all fees shall be kept in accordance with state and local laws. Records shall be kept of all donations received for the Association.

(5) A monthly report shall be made available to the Animal Control Commissions, the Association and any other appropriate or interested parties containing a summary of the previous month's animal control activities.

(h) Inspection. The Association shall have the right to inspect the premises of the animal shelter. In order to coordinate official visits to the animal shelter, the Association shall notify the Director of Animal Control or Shelter Supervisor at least one hour prior to the inspection. The findings of the Association shall be sent to the Animal Control Commission within thirty (30) days of the inspection.

(i) Drugs. The Association agrees to use its best efforts to maintain permits for the use of any drugs that are needed in the operation of the animal shelter. The Association also agrees to purchase all drugs used for euthanasia.

(j) Building Access. The City shall provide access to the shelter for the Association.

(6) Utilities. The City shall pay for all utilities used upon or in connection with the animal shelter, including, without limiting the generality thereof, electricity, gas, water, heat, garbage and incinerator fees, and all other services.



(7) Maintenance.

(a) The Association shall be responsible for and shall maintain the structural components of the building; including without limitation the roof and walls; gutters; downspouts; replacement of heating, air conditioning, and ventilation systems, and hot water heaters; electrical wiring, outlets, and conduits; structural deficiencies in sewers and drains; ridge vents; door and window sills; and gas lines. It is recognized that the foregoing list is not exclusive, and any disputes over maintenance shall be resolved in the spirit of the general classification indicated by the foregoing list. However, any repairs or maintenance necessitated by acts of the City, its agents or employees, ordinary wear and tear excepted, shall in any and all events be the responsibility of the City.

(b) The City shall be responsible for the maintenance of the building, grounds, fixtures, equipment, and improvements. Such maintenance shall include without limitation cleaning of the premises and gutters; maintaining the grounds, lawn, parking areas and shrubbery; clearing snow; painting; cleaning floors; unstopping sewers, drains and toilets except to the extent that the Association is responsible under Paragraph (a) of this agreement; replacement of light bulbs; maintenance of the incinerator, heating, air conditioning and ventilation systems including filters of those systems; all damage done by acts of the City, its agents or employees, ordinary wear and tear excepted; replacement of window glass; all personalty, equipment, and fixtures brought onto the premises by the City; trash removal; and locks, latches, and hinges on doors, counters, cabinets, cupboards, and cages. It is recognized that the foregoing list is not exclusive, and any disputes over maintenance and repairs shall be resolved in the spirit of the general classification indicated by the foregoing list.

(8) County-wide Services. Because the problem of stray animals and animal population are not confined to the geographical limits of the City of Bloomington, the City agrees to make a good faith effort to maintain an agreement with the county government of Monroe County for county-wide shelter services, and the Association agrees to encourage the county to maintain an agreement for shelter services with the City.

(9) Volunteers. The City recognizes the importance of individuals who volunteer at the animal shelter in terms of the unpaid labor provided, the socialization of the animals and as an important outlet for Association volunteers to work directly with animals. Therefore, the City agrees to allow volunteers to work at the animal shelter.

(10) Liability Insurance. The City shall hold the Association harmless from any claim for personal injury, death or property damage occurring on or about the animal shelter during the term of this rental and use agreement and shall indemnify the Association for any loss or expenses occurring therefrom. The City further covenants and agrees that it will at all times during the term hereof or any extended term, at its own expense, maintain and keep in force for the mutual benefit of the Association and the City, general liability insurance against claims for personal injury, death or property damage, occurring in or about the animal shelter to the limit of not less than \$300,000.00 in respect to death and injury of persons, and to the limit of not less than \$50,000.00 in respect to property damage. The City shall inform all persons using or being upon the same premises, or dealing thereat, of the nonliability of the Association for any act or neglect of the City by posting an adequate number of notices to that effect in, about or on said premises.

(11) Fire and Extended Coverage Insurance. The City shall at all times carry fire insurance, extended coverage insurance and vandalism insurance on the animal shelter and its improvements to the extent of the full insurable value of the leased premises. The City shall pay the premiums on all such insurance and shall provide the Association with copies of the policies, renewals and renewal receipts. The City covenants and agrees to dedicate the proceeds of such insurance to the repair and replacement of the animal shelter or its improvements.

(12) Rights in the Event of Total or Partial Destruction. In the event that the animal shelter should be damaged or destroyed, this rental and use agreement shall remain in full force and effect, and the City shall promptly repair such damage or rebuild the animal shelter, as the case may be. The City's obligation to repair or rebuild shall be limited to the amount of the insurance proceeds received by it for such repair or rebuilding, so long as the City has maintained insurance on the building to the extent of the full insurable value thereof with the amount of insurance proceeds under the insurance policy measured by replacement costs. During any reasonable time period for rebuilding, rental payments shall abate, but all other expenses concerning said property shall continue to be the responsibility of the City as provided herein.

(13) Remedies of the Association.

(a) Rent. If the City shall fail to pay any installment or rent promptly, on the day when the same shall become due and payable hereunder and fails to make good such default within thirty (30) days after the date of

written notice of the default and demand for performance is mailed to it by the Association, or if the City shall vacate or abandon the animal shelter before the end of the term, the Association may at its option declare the term ended and enter the animal shelter with or without process of law and expel the City or any person occupying the same in or upon said premises and so to repossess and enjoy the premises as in the Association's former estate.

(b) Covenants. In the event that the City shall be in default with respect to any of the covenants contained in this rental and use agreement, ten (10) days after having duly mailed written notice of any such default to the City, the Association shall be entitled to perform any covenant of the City as to which the City is in default, and any and all sums paid by the Association in performance of such covenants shall be and constitute additional rent and shall be paid by the City as such, with interest at the rate of Nine Percent (9%) per annum, with the next rental payment due.

(14) Remedies of the City.

(a) In the event that the Association shall be in default with respect to any of the covenants contained in this rental and use agreement, ten (10) days after having duly mailed written notice of any such default to the Association and the Association does not give notice of arbitration under Paragraph 20, the City shall be entitled to perform any covenant of the Association as to which the Association is in default, and any and all sums paid by the City in performance of such covenants shall be deducted from the rent owed the Association or credited against future rents.

(15) Holding Over. In the event the City continues to occupy the premises after the last day of the term hereby created, or after the last day of any extension thereof, and the Association elects to accept rental payments thereafter, a tenancy from month to month only shall be created and not for any longer period.

(16) Assignment. The City shall not have the right, authority, or power to assign, mortgage or sell this contract or any interest therein, without the written consent of the Association.

(17) Public Notice. The City shall prominently display a notice at the animal shelter to the effect that all operations and activities of the shelter are undertaken solely by the City of Bloomington.

(18) Adverse Claims. Each party shall promptly send the other a copy of all notices and claims, assessments, actions or other matters which do or may, directly or indirectly, affect such other party.

(19) Notices. Until changed by notice, notices to the City shall be

addressed to:

City of Bloomington  
Animal Control Commission  
P. O. Box 100  
Bloomington, IN 47402-0100 and

Mayor  
City of Bloomington  
P. O. Box 100  
Bloomington, In 47402-0100

Notices to the Association shall be addressed to:

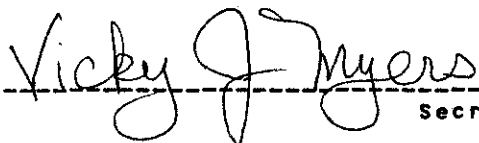
The Humane Association, Inc. of Monroe County  
P. O. Box 1334  
Bloomington, IN 47402-1334

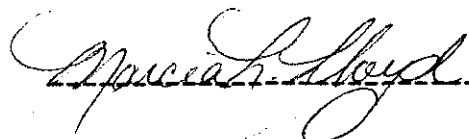
(20) Arbitration. In the event that the parties disagree about any aspect of this agreement or about any matter relating thereof, and are unable to resolve such disagreement satisfactorily, either party may request, and such request must be honored, that the disagreements be submitted to arbitration for solution. Any decision reached by such arbitration is advisory to both the City and the Association. Submission to arbitration shall be made by either party giving written notice to the other party (1) of its desire for arbitration and (2) naming that party's nominee to the arbitration panel. Upon receipt of the above notice, the other party shall have seven (7) days to send written notice to the first party of the other party's nominee to the arbitration panel. The two arbitrators shall in turn select a third person to serve as arbitrator and to be the chairperson of the arbitration panel. Arbitration shall proceed in accordance with the rules of the American Arbitration Association. The costs of arbitration may be allocated to the two parties as the arbitrators deem fair and just.

WITNESS the signatures of the parties herein on the day and year first above written.

ATTEST:

HUMANE ASSOCIATION, INC., OF  
MONROE COUNTY

  
-----  
Secretary

  
-----  
President

ATTEST:

CITY OF BLOOMINGTON, INDIANA

Patricia Williams  
City Clerk

Jessie Allison  
Mayor

BLOOMINGTON BOARD OF PUBLIC WORKS

Frank H. Hunsaker  
President

Martha E. Sims

Tabitha Eagleson

COMMON COUNCIL

Terrence W. [unclear]  
President

ANIMAL CONTROL COMMISSION

Clara Sangster  
President