

found growing, lying, or located on such property. Such notice shall be served to said owner, agent, or occupant at his last known address, or by one publication in the official newspaper, and shall notify said owner, agent, or occupant to cut, destroy, or remove any such weeds, grass or deleterious or unhealthful matter.

C. Violation Notice. After inspection, if any property is determined to be in violation of this Section, a Violation Notice shall be posted on said property. The notice shall give the owner, occupant or agent of such lot or property ^{five (5)} ~~seven (7)~~ days from the date of the notice to cut, destroy, or remove any such weeds, grass or deleterious or unhealthful matter.

D. Failure to Comply. Upon failure, neglect or refusal of any owner, agent or occupant so notified to comply with said notice within ^{five (5)} ~~seven (7)~~ days thereof, the Elk Point Finance ^{Police} ~~Officer~~ or his or her representative is hereby authorized and empowered to provide for the cutting, destroying, or removal of such weeds, grass or deleterious, unhealthful growths or other noxious matter pursuant to the following schedule:

1. Twenty dollars (\$20.00) per hour per man (labor).
2. One hundred dollars (\$100.00) per hour per piece of mowing equipment.
3. Forty dollars (\$40.00) per hour per weed-eater.
4. One hundred dollars (\$100.00) per hour per truck.

If fees, costs and expenses are incurred by the City in addition to those charges described above, the property owner shall be responsible for said costs, expenses and fees in addition to the those charges described above. The Finance Officer or his or her designee is authorized to use either internal labor and equipment or private contractors at his or her discretion to enforce the provisions of this Section. The City of Elk Point, its agents and representatives shall not be responsible for damage to buildings, vehicles, landscape, trees, shrubs, etc., during the mowing of property in violation of this Section.

E. Assessment of Costs. After the condition has been remedied, the Finance Officer or his or her designee shall then submit a bill to the property owner for the cost of remedy. If the property owner does not pay the bill within sixty (60) days of the date of the invoice the cost of such payment shall be charged against the premises. The Elk Point Finance Officer shall cause an account to be kept against each lot for the destruction of weeds, grass or deleterious or unhealthful matter upon said lot as herein provided and ^U upon the completion of the work in destroying such weeds, grass or deleterious or unhealthful matter and abating said nuisance and the Elk Point Finance Officer shall thereupon certify said account showing the amount, the description of the property, and the owner thereof to the Union County Auditor who shall thereupon add such assessment to the general assessment against said property to be collected as municipal taxes for general purposes. Said assessment shall be subject to review and equalization as are assessments or taxes for general purposes.

F. Civil Action to Recover Costs of Removal or Destruction in Lieu of Special Assessment. In lieu of spreading the cost of the destruction of such weeds, grass or deleterious or unhealthful matter against said property, the City Council, at its discretion, may recover said amount in a civil action against the owner or occupant of such property.

G. Penalties. Any violation of this Section shall be subject to payment of a fine of \$50.00 plus costs to the Elk Point Finance Officer. Repeat offenses under this Section shall be subject to increased fines as provided by this Section. As used in this Section, "repeat offense" means a second (or any subsequent) violation of the same requirement or provision of this Section within any three (3) year period for which the person admits responsibility or is determined to be responsible. The increased fine for a repeat offense under this Section shall be as follows:

1. The fine for any offense which is a first repeat offense shall be \$125.00 plus costs.
2. The fine for any offense which is a second repeat offense shall be \$250.00 plus costs.
3. The fine for any offense which is a third repeat or any subsequent repeat offense, shall be \$400.00 each plus costs.

Each day on which any violation of this Section occurs or continues, constitutes a separate offense subject to separate sanctions.

H. Habitual Violators. If the owner or person in control of any land that has previously received a notice to abate nuisance relating to weeds within the preceding 12 months, then, the notice to abate nuisance may include notice that such owner or person in control of said property will be considered to be an habitual violator of this section and that if the nuisance is not abated within the allowed time, the City will consider the property to be subject to having a contract let by the City for mowing property as needed up to a weekly basis for the next following 24-month period of time and that the full cost of said contract together with an administrative fee of five hundred dollars (\$500.00) will be assessed against the property.

Shall

Adopted this _____ day of _____, 2014.

Mayor

ATTEST:

Finance Officer

Seal

OPERATION OF GOVERNMENTAL POWNERS
OF A JOINT PUBLIC LIBRARY

This agreement is made and entered into this _____ day of _____ January 20154, by and between the City of Elk Point, a municipal corporation, hereinafter referred to as "City" and the Elk Point-Jefferson School District 61-7 of Union County, South Dakota, hereinafter referred to as "School".

Formatted: Underline

WHEREAS, the parties to this agreement are public agencies as defined by SDCL 1-24-1; and

WHEREAS, the parties hereto desire to provide extensive library services, including availability of resources, meet the needs and increase the educational opportunities of residents and Elk Point-Jefferson School District, to endeavor to increase the educational opportunities for all of the residents of the Elk Point and Jefferson communities, including children, students and adults, and to encourage the use of library facilities by all members of District residents; and

WHEREAS, the parties hereto desire to continue into an agreement for the joint exercise of power pursuant to SDCL 1-24: as amended, to establish a joint public/school library in Elk Point, South Dakota; and

WHEREAS, in consideration of mutual covenants, the parties hereto agree as follows:

1. TERM: This revised agreement shall be effective upon ratification by the respective public agencies subject to any referral to the voters, if required, and shall continue in full force and effect until January 1, 2021, and may be renewed or extended for such additional periods of time and upon such terms and conditions as the parties shall mutually agree.
2. PURPOSE: The purpose of this agreement is to operate a joint public/school library in Elk Point, Union County, South Dakota, continue to improve the quantity and quality of the library services available to the residents of the Elk Point-Jefferson School District.
3. MAINTENANCE: The parties hereto agree to assist and cooperate with each other in continued maintenance of the public library located on property owned by the School located on the following described real property to-wit:

Block Twenty-four (24), Wixson's Addition to the City of Elk Point,
Union County, South Dakota.

4. BOARD OF PUBLIC/SCHOOL LIBRARY TRUSTEES: A ~~board~~Board of ~~public~~Public/~~school~~School ~~trustees~~Trustees shall be established and appointed by the respective parties hereto to oversee the operation of the joint library. The initial board shall consist of six trustees, three from the City and three from the School. A trustee is defined as a library board member.

Formatted: Font: Not Bold

Formatted: Font: Not Bold

a) Method of selection: One trustee shall be appointed by the Mayor and approved by a majority vote of the City Council. One trustee shall be appointed by the School Board President and approved by a majority vote of the School Board. The Mayor of the City shall appoint ~~the~~ a City Council member and the ~~P~~resident of the ~~S~~chool ~~B~~oard shall appoint the school board member to the Board of ~~public~~Public/~~school~~School library Library ~~trustees~~Trustees. In addition, ~~the~~ City Council of the City shall select and appoint two members to the Board of Public/School Library Trustees. These members shall be selected from the residents of the City and may not be members of the City Council. Two members of the Public/School Library Board of ~~T~~rustees shall be selected by the School Board. They shall be selected from residents of the School ~~D~~istrict. Such Library Board Members may not be members of the School Board.

b) Duration of Term: The term of a Board of Public/~~school~~School Library Trustee shall be three years. Each trustee shall serve until his or her successor has been appointed and qualified.

In the event of a vacancy on the Trustees, a successor shall be appointed in the same process specified above~~as set forth herein~~, which successor shall serve for the duration of the unexpired term of the absenting trustee.

c) Powers of Trustees: The ~~b~~Board of ~~P~~ublic/~~S~~chool ~~L~~ibrary ~~T~~rustees may:

- 1) Accept any gift, grant, devise or bequest made or offered by any person, private agency, agency of state government, the federal government or any of its agencies, for library purposes. Each donation shall be administered in accordance with the terms of said donation;
- 2) Participate in the library budget process;
- 3) Prepare and submit an annual report to the City Council, ~~the~~ School Board and to the State of South Dakota, pursuant to (SDCL 14-2-40(6)), on such forms as may be provided by the State Library;
- 4) To promote fundraising efforts on behalf of the board and to promote the goodwill of the combined library including the coordination of yearly fundraising activities to supplement and provide for new library programs to the residents of the community and school district; and
- 5) To develop short-term and long-term planning goals for the library which could include suggestions for improvements of the library facilities the budget, ~~new~~ acquisitions of books, periodicals, equipment, fixtures, etc.; to the City Council and the School Board.

5. LIBRARIANS: The public/school library shall be supervised by two librarians, one being the City ~~L~~ibrarian and the other being the School Librarian. Each of the librarians shall be

Formatted: Font: Not Bold

Formatted: Font: Not Bold

responsible for the operation of their respective portions of the combined library and shall be accountable to their respective public agencies. They will cooperate and coordinate with each to best utilize available funds and provide the most beneficial service to patrons. It is understood the respective librarians shall be and remain an employee of the respective public agencies.

a) Duties of Librarians: The librarians of the combined library shall serve as non-voting, ~~ex-officio~~ office members of the board of public trustees and shall provide such information to the board concerning the operations of the combined public library as may from time to time be requested. In addition, the librarians shall have such duties as may from time to time be delegated to them by the board of library trustees and carry out any activities authorized by law that the board of trustees consider appropriate in the development, improvement, and provision of library services.- The public librarian will serve as secretary of the board of trustees.

6. OWNERSHIP OF LIBRARY MATERIALS AND EQUIPMENT: Each of the parties shall retain ownership of their respective books, periodicals, equipment, and other items used in the operation of their libraries. Each agency shall be responsible for maintaining, and sharing with the other entity, an inventory of their respective books, periodicals, equipment and other items of personal property or in lieu of an inventory; each shall be responsible to conspicuously mark their personal property.

7. PURCHASE OF NEW MATERIALS: Each of the parties hereto shall be responsible for the on-going purchase of new and replacement books, periodicals, equipment and other items used in the operation of the joint library within the respective budgetary guidelines as established by the governing bodies of the respective parties hereto. It is understood that the school, through its librarian, will follow their normal procedures in purchasing new and replacement materials, subject to final school board approval and purchase. Furthermore, the board of trustees or its delegate shall select and purchase new or replacement public library books, periodicals, equipment and other items to be used in the joint library. The City shall issue payment for public library bills.

8. GIFTS: In the event that any funds are received by the board of trustees, these funds shall be utilized and expended as determined and directed by the board of trustees and within the terms of the grant, gift or bequest pursuant to (SDCL 14-2-41(1)). Any library books, periodicals, material, equipment and other items purchased shall become the property of the joint library.

9. FISCAL OPERATION OF THE LIBRARY: The School shall be responsible for the day-to-day operating expenses of the library including utilities, janitorial service, maintenance, snow removal, subject to the "snow removal addendum" attached hereto, and any other expenses in connection with the operation of the joint library. The school shall pay all bills incurred as part of the library relating to school services and city shall pay all bills related to public library services.

10. ~~WATER~~UTILITIES: In exchange for the School's agreement to provide utilities, the City agrees to provide the water necessary for the school to water its football field, as shown by a separate water meter for that facility only.

11. SNOW REMOVAL: City agrees to plow and remove snow off the North parking lot of the new school building during scheduled school vacations, and school will provide for snow plowing and piling, and City will remove the piles, at other times; and

Formatted: Font color: Auto

Formatted: Indent: First line: 0"

School will provide for snow plowing and piling at the school bus turnaround, loading and unloading area off Franklin Street and City will remove the piles.

Formatted: Font color: Auto

12. INSURANCE: The Parties hereto agree to obtain insurance as follows:

a) Building: The school shall carry fire, wind, and extended insurance against loss or damage by the elements on the library structure with loss payable as the interest of the parties shall appear. Said insurance policy or policies shall be in an amount sufficient to reasonably replace the library portion of the school facility. In the event that any payments are made for a loss under said insurance policy or policies, the school agrees to apply and contribute the proceeds thereof to rebuild, repair or replace any such structure or improvement, which was so insured. A copy of the policy(s) shall be provided to the City.

b) Contents: Each of the parties hereto shall maintain such other insurance policy or policies as it deems appropriate or as may from time to time be required by applicable law insuring the contents of the library structure. The cost of said insurance shall be borne by the respective parties to be utilized as the respective public agency sees fit, bearing in mind their respective responsibility to contribute to the support and maintenance of the public library.

c) Liability: Each of the parties hereto shall maintain such public liability insurance policy or policies as it deems appropriate or as may from time to time be required by applicable law. The cost of said insurance shall be borne by the respective parties.

13. SUCCESSOR IN INTEREST: In the event that the School shall dissolve or shall merge with another school district, then all of the rights and obligations as set forth in this contract shall be binding upon and succeed to the successor school district.

14. TERMINATION: Upon the termination of this agreement, each of the respective public agencies shall retain ownership of such books, periodicals, equipment, and other items used in the operation of their portion of the library.

At the end of the term of this Lease, in the event that either of the public agencies chooses not to continue to provide library services, then the discontinuing agency shall offer to the continuing agency the right to buy its portion of the library contents on such terms and conditions as may be agreed upon by the parties.

15. CHOICE OF LAW: This agreement shall be governed by and constructed in accordance with the laws of the State of South Dakota.

Formatted: Font: Not Bold

Formatted: Font: Not Bold

16. APPROVAL: Pursuant to SDCL 1-24-6, since this agreement is being made pursuant to SDCL 1-24-4 to 1-24-9, inclusive, and shall deal in whole or in part with the provision of services or facilities with regard to which an officer or agency of the state government has constitutional or statutory powers of control, the agreement shall, as a condition precedent to its entry into force, be submitted to the State Library and shall be approved or disapproved by the State Library as to all matters within its jurisdiction.

1517. MODIFICATION: This agreement may be modified by the parties hereto. Said modifications shall be effective when approved by each of the respective public agencies and the State Library and any changes or modifications shall be in writing and attached hereto as an addendum to this agreement.

1618. SEVERABILITY: This Joint Powers Agreement Establishing a combined Public Library embodies the entire agreement between the parties hereto. If any provision herein is determined to be invalid, it shall be considered deleted there from and shall invalidate the remaining provisions.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this contract to be duly executed in duplicate and acknowledge receipt of an executed original thereof.

CITY OF ELK POINT

ELK POINT – JEFFERSON DISTRICT 61-7
OF UNION COUNTY, SOUTH DAKOTA

BY: _____
Isabel Trobaugh, Mayor

BY: _____
Cheri Noteboom, President

ATTEST:

Erika Hammitt, Finance Officer

Terri Chicoine, Business Manager

APPROVED THIS _____ DAY OF _____, 2015.

Formatted: Font: Not Bold
Formatted: Font: Not Bold

OPERATION OF GOVERNMENTAL POWERS
OF A JOINT PUBLIC LIBRARY

This agreement is made and entered into this _____ day of January 2015, by and between the City of Elk Point, a municipal corporation, hereinafter referred to as "City" and the Elk Point-Jefferson School District 61-7 of Union County, South Dakota, hereinafter referred to as "School".

WHEREAS, the parties to this agreement are public agencies as defined by SDCL 1-24-1; and

WHEREAS, the parties hereto desire to provide extensive library services, including availability of resources, meet the needs and increase the educational opportunities of residents and Elk Point-Jefferson School District, to endeavor to increase the educational opportunities for all of the residents of the Elk Point and Jefferson communities, including children, students and adults, and to encourage the use of library facilities by all members of District residents; and

WHEREAS, the parties hereto desire to continue into an agreement for the joint exercise of power pursuant to SDCL 1-24 as amended, to establish a joint public/school library in Elk Point, South Dakota; and

WHEREAS, in consideration of mutual covenants, the parties hereto agree as follows:

1. TERM: This revised agreement shall be effective upon ratification by the respective public agencies subject to any referral to the voters, if required, and shall continue in full force and effect until January 1, 2021, and may be renewed or extended for such additional periods of time and upon such terms and conditions as the parties shall mutually agree.

2. PURPOSE: The purpose of this agreement is to operate a joint public/school library in Elk Point, Union County, South Dakota, continue to improve the quantity and quality of the library services available to the residents of the Elk Point-Jefferson School District.

3. MAINTENANCE: The parties hereto agree to assist and cooperate with each other in continued maintenance of the public library located on property owned by the School located on the following described real property to-wit:

Block Twenty-four (24), Wixson's Addition to the City of Elk Point,
Union County, South Dakota.

4. BOARD OF PUBLIC/SCHOOL LIBRARY TRUSTEES: A Board of Public/School Trustees shall be established and appointed by the respective parties hereto to oversee the operation of the joint library. The initial board shall consist of six trustees, three from the City and three from the School. A trustee is defined as a library board member.

a) Method of selection: One trustee shall be appointed by the Mayor and approved by a majority vote of the City Council. One trustee shall be appointed by the School Board President and approved by a majority vote of the School Board. The Mayor of the City shall appoint a City Council member and the President of the School Board shall appoint the school board member to the Board of Public/School Library Trustees. In addition, the City Council of the City shall select and appoint two members to the Board of Public/School Library Trustees. These members shall be selected from the residents of the City and may not be members of the City Council. Two members of the Public/School Library Board of Trustees shall be selected by the School Board. They shall be selected from residents of the School District. Such Library Board Members may not be members of the School Board.

b) Duration of Term: The term of a Board of Public/School Library Trustee shall be three years. Each trustee shall serve until his or her successor has been appointed and qualified.

In the event of a vacancy on the Trustees, a successor shall be appointed in the same process specified above, which successor shall serve for the duration of the unexpired term of the absenting trustee.

c) Powers of Trustees: The Board of Public/School Library Trustees may:

- 1) Accept any gift, grant, devise or bequest made or offered by any person, private agency, agency of state government, the federal government or any of its agencies, for library purposes. Each donation shall be administered in accordance with the terms of said donation;
- 2) Participate in the library budget process;
- 3) Prepare and submit an annual report to the City Council, the School Board and to the State of South Dakota, pursuant to SDCL 14-2-40(6), on such forms as may be provided by the State Library;
- 4) To promote fundraising efforts on behalf of the board and to promote the goodwill of the combined library including the coordination of yearly fundraising activities to supplement and provide for new library programs to the residents of the community and school district; and
- 5) To develop short-term and long-term planning goals for the library which could include suggestions for improvements of the library facilities the budget, new acquisitions of books, periodicals, equipment, fixtures, etc. to the City Council and the School Board.

5. LIBRARIANS: The public/school library shall be supervised by two librarians, one being the City Librarian and the other being the School Librarian. Each of the librarians shall be

responsible for the operation of their respective portions of the combined library and shall be accountable to their respective public agencies. They will cooperate and coordinate with each to best utilize available funds and provide the most beneficial service to patrons. It is understood the respective librarians shall be and remain an employee of the respective public agencies.

a) Duties of Librarians: The librarians of the combined library shall serve as non-voting, ex-office members of the board of public trustees and shall provide such information to the board concerning the operations of the combined public library as may from time to time be requested. In addition, the librarians shall have such duties as may from time to time be delegated to them by the board of library trustees and carry out any activities authorized by law that the board of trustees consider appropriate in the development, improvement, and provision of library services. The public librarian will serve as secretary of the board of trustees.

6. OWNERSHIP OF LIBRARY MATERIALS AND EQUIPMENT: Each of the parties shall retain ownership of their respective books, periodicals, equipment, and other items used in the operation of their libraries. Each agency shall be responsible for maintaining, and sharing with the other entity, an inventory of their respective books, periodicals, equipment and other items of personal property or in lieu of an inventory; each shall be responsible to conspicuously mark their personal property.

7. PURCHASE OF NEW MATERIALS: Each of the parties hereto shall be responsible for the on-going purchase of new and replacement books, periodicals, equipment and other items used in the operation of the joint library within the respective budgetary guidelines as established by the governing bodies of the respective parties hereto. It is understood that the school, through its librarian, will follow their normal procedures in purchasing new and replacement materials, subject to final school board approval and purchase. Furthermore, the board of trustees or its delegate shall select and purchase new or replacement public library books, periodicals, equipment and other items to be used in the joint library. The City shall issue payment for public library bills.

8. GIFTS: In the event that any funds are received by the board of trustees, these funds shall be utilized and expended as determined and directed by the board of trustees and within the terms of the grant, gift or bequest pursuant to SDCL 14-2-41(1). Any library books, periodicals, material, equipment and other items purchased shall become the property of the joint library.

9. FISCAL OPERATION OF THE LIBRARY: The School shall be responsible for the day-to-day operating expenses of the library including utilities, janitorial service, maintenance, snow removal, subject to the "snow removal addendum" attached hereto, and any other expenses in connection with the operation of the joint library. The school shall pay all bills incurred as part of the library relating to school services and city shall pay all bills related to public library services.

10. UTILITIES: In exchange for the School's agreement to provide utilities, the City agrees to provide the water necessary for the school to water its football field, as shown by a separate water meter for that facility only.

11. SNOW REMOVAL: City agrees to plow and remove snow off the North parking lot of the new school building during scheduled school vacations, and school will provide for snow plowing and piling, and City will remove the piles, at other times; and

School will provide for snow plowing and piling at the school bus turnaround, loading and unloading area off Franklin Street and City will remove the piles.

12. INSURANCE: The Parties hereto agree to obtain insurance as follows:

a) Building: The school shall carry fire, wind, and extended insurance against loss or damage by the elements on the library structure with loss payable as the interest of the parties shall appear. Said insurance policy or policies shall be in an amount sufficient to reasonably replace the library portion of the school facility. In the event that any payments are made for a loss under said insurance policy or policies, the school agrees to apply and contribute the proceeds thereof to rebuild, repair or replace any such structure or improvement, which was so insured. A copy of the policy(s) shall be provided to the City.

b) Contents: Each of the parties hereto shall maintain such other insurance policy or policies as it deems appropriate or as may from time to time be required by applicable law insuring the contents of the library structure. The cost of said insurance shall be borne by the respective parties to be utilized as the respective public agency sees fit, bearing in mind their respective responsibility to contribute to the support and maintenance of the public library.

c) Liability: Each of the parties hereto shall maintain such public liability insurance policy or policies as it deems appropriate or as may from time to time be required by applicable law. The cost of said insurance shall be borne by the respective parties.

13. SUCCESSOR IN INTEREST: In the event that the School shall dissolve or shall merge with another school district, then all of the rights and obligations as set forth in this contract shall be binding upon and succeed to the successor school district.

14. TERMINATION: Upon the termination of this agreement, each of the respective public agencies shall retain ownership of such books, periodicals, equipment, and other items used in the operation of their portion of the library.

At the end of the term of this Lease, in the event that either of the public agencies chooses not to continue to provide library services, then the discontinuing agency shall offer to the continuing agency the right to buy its portion of the library contents on such terms and conditions as may be agreed upon by the parties.

15. CHOICE OF LAW: This agreement shall be governed by and constructed in accordance with the laws of the State of South Dakota.

16. APPROVAL: Pursuant to SDCL 1-24-6, since this agreement is being made pursuant to SDCL 1-24-4 to 1-24-9, inclusive, and shall deal in whole or in part with the provision of services or facilities with regard to which an officer or agency of the state government has constitutional or statutory powers of control, the agreement shall, as a condition precedent to its entry into force, be submitted to the State Library and shall be approved or disapproved by the State Library as to all matters within its jurisdiction.

17. MODIFICATION: This agreement may be modified by the parties hereto. Said modifications shall be effective when approved by each of the respective public agencies and the State Library and any changes or modifications shall be in writing and attached hereto as an addendum to this agreement.

18. SEVERABILITY: This Joint Powers Agreement Establishing a combined Public Library embodies the entire agreement between the parties hereto. If any provision herein is determined to be invalid, it shall be considered deleted there from and shall invalidate the remaining provisions.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this contract to be duly executed in duplicate and acknowledge receipt of an executed original thereof.

CITY OF ELK POINT

ELK POINT – JEFFERSON DISTRICT 61-7
OF UNION COUNTY, SOUTH DAKOTA

BY: _____
Isabel Trobaugh, Mayor

BY: _____
Cheri Noteboom, President

ATTEST:

Erika Hammitt, Finance Officer

Terri Chicoine, Business Manager

APPROVED THIS _____ DAY OF _____, 2015.

Authorized Representative of the
South Dakota State Library

JEFF'S LAWN CARE, INC.

Estimate

JEFF MCINERNEY
 PO BOX 733
 ELK POINT, SD 57025
 PHONE: (605) 356-2325

DATE
11/11/2014

NAME / ADDRESS
CITY OF ELK POINT PO BOX 280 ELK POINT, SD 57025

ITEM	DESCRIPTION	TOTAL
APP. #1	LAWN CARE PROGRAM 2015 Fertilizer with "BARRICADE" pre-emergent crabgrass control & surface insect control.	60.00
APP. #2	Fertilizer with surface insect control and broadleaf weed control.	60.00
APP. #3	Fertilizer plus iron	60.00
APP. #4	Fertilizer with broadleaf weed control.	60.00
total	TOTAL BASIC PROGRAM COST	240.00
prepay	PRE-PAY FOR FERTILIZATION PROGRAM BY APRIL 1ST AND RECEIVE A 5% DISCOUNT	
R2	I WILL PLAN ON MAKING THE SAME APPLICATIONS AS LAST YEAR UNLESS YOU CANCEL BY FEB. 15TH. PLEASE CALL IF THERE ARE ANY CHANGES, OR IF YOU WOULD LIKE THE LAWN POWER-RAKED OR AERATED.	

Thank you for your business.

SIouxLAND HUMANE SOCIETY, INC.
AGREEMENT WITH THE MUNICIPALITY OF _____

This Agreement effective the ____ day of _____, 20(), is entered into by and between the SIOUXLAND HUMANE SOCIETY, INC. (hereinafter "SHS", and the MUNICIPALITY OF _____, state of _____ (hereinafter "Municipality").

WHEREAS, SHS is a nonprofit corporation which maintains facilities for the humane shelter, care and disposal of dogs, cats and other animals; and

WHEREAS, the Municipality has certain responsibilities to enforce its ordinances and state laws pertaining to stray or unleashed animals; and

WHEREAS, the Municipality wishes to use the services and facilities of SHS, from time to time, to assist the Municipality in the humane treatment of animals coming into Municipality's possession as a result of Municipality's enforcement of its ordinances and state laws;

IT IS THEREFORE AGREED as follows:

1. Impoundment. Upon delivery of any animal to SHS by any authorized representative of the Municipality, SHS shall provide humane shelter services, including feeding and medical care and, if necessary, isolation, for a period of at least ____ days. If the animal has not been retrieved by its rightful owner by the end of such period, the animal shall be disposed of as determined by SHS, in its sole discretion.

2. Authorized Representative. For purposes of this Agreement, an authorized representative of the Municipality shall mean any sheriff or sheriff's deputy, any police officer, any animal control officer or any person authorized by telephone by Municipality personnel.

3. Fees for Services: SHS shall be paid the following fees for its services:

- a. For each animal brought to the shelter, an incoming fee of \$10.00;
- b. For housing each animal, \$9.00 per day, for a maximum period of ____ days. (In accordance with SHS policy, each animal will be held for a minimum of three (3) days for a minimum housing fee of \$27.00.)

4. Responsibility for Fees.

- a. In the event the rightful owner of the animal retrieves the animal from SHS, all fees shall be collected from the owner prior to release of the animal. In addition, SHS reserves the right to charge additional fees to such owner. SHS shall make a report to the Municipality of all animals retrieved by their owners.
- b. In the event the rightful owners do not retrieve the animal within ____ days, the Municipality shall be responsible for such fees upon submission of an itemized statement from SHS. Fees are due within thirty (30) days of billing.

5. Animals Captured or Impounded by Municipality. The Municipality agrees to turn over to SHS for adoption or disposal any animals impounded by the Municipality which are not claimed by the rightful owner within the time period provided by Municipality ordinance.

6. SHS Not An Enforcement Agency. SHS has no obligation or responsibility for enforcement of Municipality's ordinances. Neither the services provided by SHS, fees therefore, nor return of an animal by SHS to its proper owner shall be contingent upon Municipality's collection of fines from pet owners.

7. Right to Euthanize. Notwithstanding any minimum holding period provided herein, SHS reserves the right to euthanize at any time any animal which SHS determines, in its sole discretion, is suffering needlessly and will not benefit from medical treatment.

8. Hold Harmless. The Municipality agrees to hold SHS and its employees, volunteers and directors harmless from any right, demand, claim or cause of action arising from any wrongful receipt, impounding or disposition of any animal which is sheltered, retrieved, euthanized or disposed of under this Agreement, so long as SHS complies with the terms of this Agreement.

9. Representations. The Municipality represents that it has been duly authorized to enter into this agreement by the proper body and that the person executing the same on behalf of the Municipality is authorized to do so. SHS represents that it has been duly authorized to enter into this agreement by its board of directors.

10. Term of Agreement. This agreement shall remain in force until properly terminated by either party. Termination shall be effected by either party giving written notice to the other at least thirty (30) days prior to the date of termination. For the purpose of giving notice, the addresses of the parties stated below are sufficient until such time as a party notifies the other of a change in address.

11. Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes any prior understanding, agreements, or representations by or among the parties, written or oral, to the extent they are related in any way to the subject matter hereof. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the party against whom enforcement is sought.

SIouxLAND HUMANE SOCIETY, INC.

Municipality of _____

By: _____
Executive Director

By: _____
(title)

Signed on _____

Signed _____, 20__

Siouxland Humane Society
1015 Tri-View Avenue
Sioux City, IA 51103

Address:

