

**HASTINGS CITY COUNCIL
WORKSESSION AGENDA**

**Council Chambers – City Hall
220 North Hastings Avenue
October 17, 2022
5:30 PM**

ROLL CALL:

PLEDGE OF ALLEGIANCE:

MOTION TO ADOPT CURRENT AGENDA for October 17, 2022 Worksession.

PUBLIC NOTICE - Official Notice of the Worksession was published in the Hastings Tribune on Friday, October 14, 2022. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is available. Also, a current copy of the Nebraska Open Meetings Act is posted and accessible to members of the public.

DISCUSSION ITEMS

1. Discussion of animal shelter services for impounded animals.
2. Discussion of monthly update document on major city projects.
3. Update on employee position openings and operational reviews.

ADJOURN:

The Mayor and City Council reserve the right to enter into an executive session at any time during the meeting, in accordance with the Nebraska Open Meetings Act, even though the closed session may not be indicated on the agenda.

It is the intention of the Mayor and City Council to take up the items on the agenda in sequential order. However, the Mayor and City Council reserve the right to take up matters in a different order to accommodate the schedules of the city council members, person having items on the agenda, and the public.

Worksession meetings are intended to allow for communication and discussion amongst the elected officials. At the prerogative of the presiding officer of the worksession, city staff, consultants or citizens may be requested or allowed to address specific items on the worksession agenda.

CONTRACT FOR ANIMAL SHELTER SERVICES

This is an Agreement is made on January 28th, 2013, by and between the City of Hastings, (hereinafter referred to as "City"), and Hastings Animal Shelter, Inc., d/b/a Heartland Pet Connection, (hereinafter referred to as "Heartland"); providing for Heartland to operate an animal shelter for the City and to receive and care for animals impounded pursuant to City Ordinance, (Chapter 10 Animals and Fowl) as may be amended, for certain agreed upon consideration.

1. STATEMENT OF PURPOSE

The purpose of this Agreement is to provide for the construction, maintenance and operation by Heartland on land owned by Heartland of an animal shelter in the City of Hastings. It is agreed that the welfare of animals and protection of the public are the paramount concerns of the parties and that compliance with the law is the primary objective of enforcement. Education of the public is the principal tool to be utilized to accomplish the purposes of this Agreement.

2. CONSTRUCTION OF IMPROVEMENTS

Heartland, acting as an independent contractor, shall cause to be constructed and to be completed by October 1, 2004, or as soon thereafter as conditions allow, an animal shelter to receive, shelter and care for animals impounded pursuant to City Ordinance.

3. TITLE TO IMPROVEMENTS

Title to the Animal Shelter and to such other improvements as may be added thereto shall at all times remain with Heartland.

4. HEARTLAND'S DUTIES

In performance of this Agreement, subsequent to the construction of the animal shelter noted in Section 2 and the retention of an occupancy permit for the same, Heartland shall have the following duties:

- a. Heartland shall furnish, maintain, and operate an animal shelter with equipment, supplies and facilities to be utilized in connection with Heartland's performance of this Agreement.
- b. To receive all animals brought in by the city and to provide care and shelter for said animals, and to arrange for the euthanasia of said animals if the same becomes necessary.

c. The animal shelter shall operate during such dates and times as may be determined by Heartland and said hours of operation shall be posted at the animal shelter. In addition thereto, Heartland shall provide drop-off doors where animals can be delivered, by the City, to the animal shelter 24-hours per day, seven days per week. Heartland personnel shall be on-call for emergency purposes after normal operating hours. The telephone number of said on-call personnel shall be maintained with the Hastings Police Department or other department or office so designated by the City.

5. CITY'S DUTIES.

In performance of this Agreement, the City shall have the following duties:

a. The City shall maintain its obligation to perform animal control functions pursuant to City Ordinance and/or laws of the State of Nebraska.

b. The City shall not transport injured animals to Heartland after hours, but shall transport said animals to the veterinary clinic designated by Heartland.

6. COMPENSATION OF HEARTLAND

a. In consideration of the services to be performed by Heartland as provided in this Agreement, the City shall pay to Heartland, each year of the Agreement hereto, the sum of \$52,000.00. Said payment to be paid by the City to Heartland in monthly installments of \$4,333.34, commencing the first day of January, 2013.

b. City shall not be obligated to pay any additional fees or costs to Heartland or any third party, as a result of this Agreement. Heartland shall look to the owner or controller of all impounded animals to recoup fees, costs or charges related to the impounding or care of the animal.

c. All fees collected by Heartland on behalf of the City shall be paid to the City Treasurer within one week of receipt of the fee. Said fees shall include but not be limited to pick up fees, fines, and restitution owed by the owner of the animal impounded. Heartland shall not release an animal from impound until all fees, fines and restitution, is paid by the owner of the animal.

This shall not prohibit Heartland from transferring the animal to a veterinarian for medical care, or from destroying the animal if it is vicious, seriously ill or injured, or if it is not claimed by an owner.

d. The compensation paid by the City to Heartland can be modified each year by full agreement of the parties.

7. CONTRACTS WITH OTHER ENTITIES

Heartland may render similar services to other governmental subdivisions, and the inhabitants thereof, upon such terms and conditions as may be agreed upon to the parties thereto, however, such agreements with other parties shall not be allowed to inhibit Heartland's operation as the animal shelter for the City of Hastings.

8. TERM OF AGREEMENT; RENEWAL; TERMINATION

a. This Agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall continue in full force and effect for a period of ten (10) years thereafter. In addition thereto, the City does hereby give to Heartland the exclusive option to extend this Agreement for a period of ten (10) years from and after the expiration of the term of this Agreement, upon such terms and conditions as may be agreed upon between the parties thereto.

b. This Agreement may be terminated for any of the causes and in the manner herein provided. If Heartland (1) shall cease to maintain its corporate existence in accordance with the laws of the State of Nebraska, (2) shall abandon animal shelter operations, or (3) otherwise shall fail to maintain and operate the Animal Shelter in accordance with the terms and conditions of this Agreement, the City may, at its election, terminate this Agreement. Likewise, if the City shall fail to perform any covenant of this Agreement, Heartland, may, at its election, terminate this Agreement. Such termination shall not, however, affect rights, duties and liabilities of the parties which accrued or vested prior to such termination. Written notice of termination of this Agreement for any such causes shall be delivered or mailed by certified mail to the principal office of such party not less than thirty days before the effective date of termination.

c. Should this Agreement be terminated for any of the above reasons, the real estate and all personal property, improvements on the real estate and assets shall become City property. The City shall assume Heartland's indebtedness related to the real estate and personal property and improvements on the real estate integral to the City's running of an animal shelter. Heartland shall cooperate with the City to ensure that all documents are executed to transfer ownership within 60 days of termination of this Agreement.

d. Heartland warrants that it will only encumber the real estate and improvements for purposes of construction and purchase of the equipment necessary to operate an animal shelter. All loans, using the real estate or improvements as security shall be approved by the City Administrator prior to finalizing the loan with the lender.

e. The City shall have the ability to do an annual review of all books and records of Heartland. Said review shall be done by an individual or firm of the City's choice, and the cost for such a review shall be borne by Heartland, if Heartland is found negligent.

9. PARTIES BOUND, BENEFITTED

This Agreement shall bind and inure to the benefit of the respective successors of the parties, but may not be assigned by either party without the written consent in writing of the other party.

10. CHOICE OF LAWS.

This Agreement shall be construed in accordance with the Hastings City Code and the laws of the State of Nebraska.

11. HOLD HARMLESS.

Heartland hereby agrees to indemnify and hold harmless the City, its officers, directors and employees for, from and against all damages, losses, liabilities (absolute and contingent), fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees, costs or expenses incurred in the investigation, defense or settlement of any claim covered by this indemnity) with respect to or arising out of any demand, claim, investigation or action of any kind or nature resulting from personal injury to any person (including death), or the damage to any property, arising or alleged to have arisen out of any of Heartland's negligent acts or omissions related to the performance of this Agreement.

12. INSURANCE.

Heartland agrees:

a. To procure and maintain continuously during the entire term of this Agreement, at its sole cost and expense, fire insurance, including the risk generally known as "extended coverage," in an amount not less than 80% of the replacement cost of the structure to be constructed by Heartland;

b. To procure and maintain continuously during the entire term of this Agreement, at its sole cost and expense, a policy or policies of comprehensive general liability

insurance with not less than One Million Dollars (\$1,000,000.00) of coverage per claimant per occurrence for bodily injury and property damage, with an aggregate amount of not less than Two Million Dollars (\$2,000,000.00);

c. The City shall be named as an additional insured on all liability insurance policies. Heartland shall provide the City annual certificates from its insurers confirming the existence of the insurance coverage required by this lease.

13. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the City and Heartland notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

CITY OF HASTINGS, NEBRASKA,
ATTEST: A Municipal Corporation,

By: _____

Acting Mayor

HASTINGS ANIMAL SHELTER, INC.
d/b/a Heartland Pet Connection,

By: _____

Shay Burk, President

ATTEST:

By: _____

City Clerk

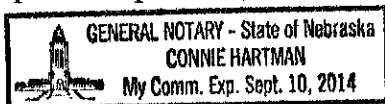
HASTINGS ANIMAL SHELTER, INC.
d/b/a Heartland Pet Connection,

By: _____

Lynn Jasnoch, Executive Director

STATE OF NEBRASKA)
) ss.
COUNTY OF ADAMS)

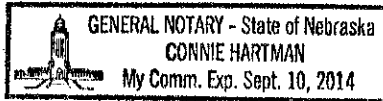
The foregoing instrument was acknowledged before me on this 28th day of January, 2013, by Shay Burk, President, Hastings Animal Shelter, Inc., a non-profit corporation, d/b/a Heartland Pet Connection.



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me on this 28th day of January, 2013, by Lynn Jasnoch, Executive Director, Hastings Animal Shelter, Inc., a non-profit corporation, d/b/a Heartland Pet Connection.



Connie Hartman
Notary Public



Request for Proposal

The City of Hastings is requesting proposals from qualified organizations to furnish animal sheltering services for the City of Hastings. The term of the agreement will run from January 1, 2023 through September 30, 2028. See below and the attached agreement for details. Upon evaluation of bids, the attached agreement will be fully executed by both parties.

The contractor's facilities shall be operated and maintained in a neat, clean and sanitary condition, in compliance with all applicable governmental statutes, ordinances, rules and regulations and in conformity with established standards for humane animal care. The City of Hastings delivers an average of 480 animals per year to the current animal sheltering service.

The successful contractor shall be able to meet the following criteria:

1. Supply a copy of current Animal Shelter Facility License Application and License issued by the State of Nebraska Department of Agriculture.
2. Supply a copy of current Veterinary Care Plan required by the Nebraska Department of Agriculture Inspector.
3. Contractor shall maintain an accurate log of all animals, their current & past status (impounded, claimed, adopted or euthanized) and make logs available to City staff during normal business hours.
4. Each October provide an annual report that includes the number of animals taken in by kind and the fees (income) associated with the sheltering of these animals.

Please fill out the attached proposal form and return to the City of Hastings, City Clerk's Office, 220 N. Hastings Avenue, Hastings, Nebraska 68901 by 1:30 p.m. on Thursday, November 10, 2022.

Please contact the following for more information or with questions:

Adam Story
Chief of Police
Ph# 402-461-2586
astory@cityofhastings.org

RaeLee Van Winkle
Operations Captain
Ph# 402-461-2377
rvanwinkle@cityofhastings.org

AGREEMENT FOR ANIMAL SHELTER SERVICES

This is an Agreement made on the _____ day of, 2022, by and between the City of Hastings (hereinafter referred to as "City"), and the Contractor, (hereinafter referred to as ""); providing for Contractor to operate an animal shelter for the City and to receive and care for animals impounded pursuant to City Ordinance (Chapter 10 Animals and Fowl), as may be amended, for certain agreed upon consideration.

1. STATEMENT OF PURPOSE

Contractor and the City respectfully enter into this agreement for the purposes of (1) protecting the public from the risk of at large animals, (2) providing humane care for animals brought in by the City and (3) ensuring Contractor remains fiscally capable of providing all necessary animal shelter services for animals brought in by the City.

2. DEFINITIONS

Animal shall mean a cat, a dog, or livestock. Livestock includes buffalo, deer, antelope, fowl, and any other animal in any zoo, wildlife park, refuge, wildlife area, or nature center intended to be on exhibit.

3. CONTRACTOR'S DUTIES

In performance of this Agreement, Contractor shall have the following duties:

- a. Contractor shall furnish, maintain, and operate an animal shelter with equipment, supplies and facilities to be utilized in connection with Contractor's performance of this Agreement including the attached RFP. However, Contractor reserves the right to reject any animal it is not qualified or licensed to provide animal shelter services to.
- b. Except as otherwise stated or agreed to, Contractor shall receive animals, except chickens, brought in by the City and to provide care and shelter for said animals, and to arrange for the euthanasia of said animals if the same becomes necessary. City shall attempt to place chickens with a suitable facility as necessary.
- c. Contractor shall operate during such dates and times as may be determined by Contractor and said hours of operation shall be posted at the animal shelter. In addition, thereto, Contractor shall provide drop-off doors where animals can be delivered, by the City, to the animal shelter 24-hours per day, seven days per week. Contractor personnel shall be on-call for emergency purposes after normal operating hours. The telephone number of said on-call personnel shall be maintained with the City personnel as designated by the City, and such on-call information shall be posted at Contractor.
- d. Nothing shall prevent Contractor from releasing seized animals to a licensed veterinarian for the humane destruction as determined necessary by the licensed veterinarian or as authorized by Court order.

4. CITY'S DUTIES

In performance of this Agreement, the City shall have the following duties:

- a. The City shall maintain its obligation to perform animal control functions pursuant to City Ordinance and/or laws of the State of Nebraska.
- b. The City shall not transport injured or sick animals to Contractor after hours, but shall transport said animals to the veterinary clinic designated by Contractor. The City shall notify Contractor within twenty-four (24) hours after animals have been transported to the veterinarian clinic designated by Contractor and Contractor's shelter manager while transporting the animal or immediately thereafter.
- c. The City shall notify Contractor of any proposed changes or additions to Chapter 10 of the City Ordinance within 60 days of the same.

5. COMPENSATION OF CONTRACTOR

In consideration of the services to be performed by Contractor as provided in this Agreement, the City shall compensate Contractor as follows:

- a. The City shall pay to Contractor the minimum sum of (\$) for the period of January 1, 2023 to September 30, 2023 and then the minimum sum of (\$) for the period of October 1, 2023 to September 30, 2024. The fee shall be adjusted annually starting on October 1, 2024 by an amount equal to the change in "Consumer price index for all urban consumers: all items, not seasonally adjusted" (CPIAUCNS)
- b. The City shall pay Contractor monthly in equal payments for the associated time period.
- c. Contractor shall attempt to recoup from the owner or controller of all impounded animals all fees, costs or charges related to impounding or care of animals. Contractor shall retain all fees charged to the owner or controller associated with the City of Hastings "Fee Resolution Schedule". These fees will be reviewed by the City on an annual basis from June 1 to June 30.

6. CONTRACTS WITH OTHER ENTITIES

Contractor may render similar services to other governmental subdivisions, and the inhabitants thereof, upon such terms and conditions as may be agreed upon by the parties thereto, however, such agreements with other parties shall not inhibit Contractor's operation as the animal shelter for the City of Hastings.

7. TERMS OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall take effect on January 1, 2023, and shall continue in full force and effect until September 30, 2028. There shall be no automatic renewal or other provision of this Agreement which shall extend the term of this Agreement.

Notwithstanding the above, either party may provide written notice to the other, without giving reason, at least one hundred twenty (120) days prior to the expiration date of September 30, 2028, that it is the intent of the notifying party to terminate this Agreement. If such written notification is given, this Agreement shall terminate upon the end of the then current annual term.

This Agreement may be terminated for cause at any time for any of the following reasons:

- a. Contractor may terminate for cause if the City shall fail to perform any of the provisions of this Agreement as stated herein.
- b. The City may terminate for cause if Contractor shall fail to perform any of the provisions of this Agreement as stated herein, but also if Contractor (1) ceases to maintain its corporate existence in the State of Nebraska, (2) abandons its animal shelter operations, or (3) fails to maintain or operate the animal shelter in accordance with the terms and conditions of this Agreement.
- c. Termination for cause may only be effected by giving written notice of such termination, outlining the reasons for the proposed termination, to the other party. Upon receipt, the party receiving the written notice shall have 45 days, or a mutually agreed upon amount of time, to remedy the stated reason for termination.

8. PARTIES TO BE BOUND

This Agreement shall bind and inure to the benefit of the respective successors of the parties, but may not be assigned by either party without the written consent in writing of the other party.

9. CHOICE OF LAWS

This Agreement shall be construed in accordance with the Hastings City Code and the laws of the State of Nebraska.

10. HOLD HARMLESS AND INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold the City harmless from any and all liability resulting from omissions, negligence, intentional, unintentional, or reckless acts or the acts of the employees or agents of Contractor in connection with all actions, rights, responsibilities, obligations and duties contemplated by this contract. Likewise, the City agrees to indemnify, defend, and hold Contractor harmless from any and all liability resulting from any omission, negligence, intentional, unintentional, or reckless acts or the acts of the employees, agents,

franchisees, licensees, directors or officers of the City in connection with all actions, rights, responsibilities, obligations and duties contemplated by this Agreement. In the event of a lawsuit, investigation, or claim, the indemnifying party will, at its sole discretion, cost and expense, protect, defend, indemnify, release and hold harmless the other party from losses arising out of or resulting from any and all claims, actions, suits, proceedings, demands, assessments, judgments, costs and expense, including, without limitation, any legal fees and expenses, incident to any of the foregoing, except in case of the indemnified party's gross negligence, bad faith or willful misconduct with respect thereto.

11. INSURANCE

Contractor agrees:

- a. To procure and maintain continuously during the entire term of this Agreement, at its sole cost and expense, fire insurance, including the risk generally known as "extended coverage," in an amount not less than 80% of the replacement cost of the structure to be constructed by Contractor;
- b. To procure and maintain continuously during the entire term of this Agreement, at its sole cost and expense, a policy or policies of comprehensive general liability insurance with not less than One Million Dollars (\$1,000,000.00) of coverage per claimant per occurrence for bodily injury and property damage, with an aggregate amount of not less than Two Million Dollars (\$2,000,000.00). Said insurance to be provided on a primary and noncontributory basis with a waiver of any right of subrogation;
- c. The City shall be named as an additional insured on all liability insurance policies. Contractor shall provide the City annual certificates from its insurers confirming the existence of the insurance coverage required by this agreement.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and Contractor notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

13. SEVERABILITY

If any portion of this Agreement shall be deemed unenforceable or invalid, the remaining portion(s) shall be deemed valid and enforceable to the extent allowed by law, unless to do so would clearly violate the present legal and valid intent of the parties to this Agreement.

14. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Laws to be Observed. The Contractor shall keep himself fully informed of, and at all times, shall observe and comply with all federal and state laws, all local bylaws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect

the conduct of the work.

Work Eligibility Status. As required under Nebraska LB 403 for any contract entered into after October 1, 2009 the Contractor must register and use a federal immigration verification system, such as the E-Verify Program or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Fair Labor Standards. The Contractor agrees to comply with all current applicable State, Federal, and City fair labor standards in the execution of the contract.

DATED this ___ day of _____, 2022.

CITY OF HASTINGS, NEBRASKA,
A Municipal Corporation,

CONTRACTOR

ATTEST:

By: _____
Acting Mayor

By: _____
President

ATTEST:

By: _____
City Clerk

By: _____
Executive Director

STATE OF NEBRASKA)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2022, by _____, Executive Director of Contractor.

Notary Public