

**HASTINGS CITY COUNCIL
SPECIAL MEETING AGENDA**

**Hastings Municipal Airport
3300 W. 12th Street
July 28, 2026
6:00 PM**

ROLL CALL:

PLEDGE OF ALLEGIANCE:

MOTION TO ADOPT CURRENT AGENDA for July 28, 2026 Special Meeting.

PUBLIC NOTICE - Official Notice of the Special Meeting was published in the Hastings Tribune on Friday, July 24, 2026. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material to be discussed at today's meeting is available for public review and a current copy of the Nebraska Open Meetings Act is in the meeting room and accessible to members of the public.

CITIZEN COMMUNICATIONS: (Only for agenda items not related to a public hearing.)

AGENDA ITEMS

1. Discussion of the current situation and discussions with Heartland Pet Connection and possible vote. *(Requested by Councilmembers Mike Anderson, Brad Consbruck, Larry Consbruck and Marc Rowan.)*

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.

CITY COUNCIL AGENDA ITEM/MEETING REQUEST FORM

This form is to be used by City Council members to request the addition of an agenda item to a future City Council meeting or to a Special Meeting. Per city policy, the signatures of four (4) council members are required for the item to be placed on the agenda.

Requested Agenda Item:

(Provide a brief description of the agenda item to be added)

A Special Meeting to discuss the Current Situation & discussions
With Heart Land Pet Connection And Possible Vote.

Date of Desired Meeting:

The undersigned members of the City Council request that the above agenda item be placed on the agenda for the meeting indicated.

Name	Signature	Date
Michael Anderson	Michael Am	7-12-2026
Brad Consbruck	B. Consbruck	07/13/26
Larry Consbruck	Larry Consbruck	7-13-26
Marc Rowan		7-13-26

Submission Instructions:

The completed form with supporting documents/presentation should be submitted to the City Clerk's office by 5:00 p.m. six business days prior to the scheduled meeting (for example an item for a meeting scheduled on February 24 should be submitted by 5:00 p.m. on February 14).

Sec. 2-201. - Meetings.

(2) Special meetings may be called by the Mayor or by four members of the Council, by filing a written request with the City Clerk. On filing of the request the Clerk shall notify the Council members not signing the request, of the special meeting, stating the time of meeting and its purpose; Provided, that any member of the Council may execute a waiver of notice of special meeting entered on the Clerk's minute book.

----- For Office Use Only -----

Received by:



Date:

7/13/26

Time:

6:00 PM

AGREEMENT FOR ANIMAL SHELTER SERVICES

This is an Agreement made on the 28th day of November, 2022, by and between the City of Hastings (hereinafter referred to as "City"), and 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

Heartland 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 Heartland 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. HEARTLAND'S DUTIES

In performance of this Agreement, 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 including the attached RFP. However, Heartland 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, Heartland 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. Heartland 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 City personnel as designated by the City, and such on-call information shall be posted at Heartland.
- d. Nothing shall prevent Heartland 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 Heartland after hours, but shall transport said animals to the veterinary clinic designated by Heartland. The City shall notify Heartland within twenty-four (24) hours after animals have been transported to the veterinarian clinic designated by Heartland and Heartland's shelter manager while transporting the animal or immediately thereafter.
- c. The City shall notify Heartland of any proposed changes or additions to Chapter 10 of the City Ordinance within 60 days of the same.

5. COMPENSATION OF HEARTLAND

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

- a. The City shall pay to Heartland the minimum sum of (\$43,500.00) for the period of January 1, 2023 to September 30, 2023 and then the minimum sum of (\$64,000.00) 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 Heartland monthly in equal payments for the associated time period.
- c. Heartland 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. Heartland 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.
- d. For all fees, costs or charges related to impounding or care of animals, Heartland shall not charge the owner or controller of the impounded animal more than what was listed on the fee schedule attached to the bid. Heartland may revise the fee schedule with the approval of the City.

6. 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 by the parties thereto, however, such agreements with other parties shall not inhibit Heartland'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. Heartland 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 Heartland shall fail to perform any of the provisions of this Agreement as stated herein, but also if Heartland (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

Heartland 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 Heartland in connection with all actions, rights, responsibilities, obligations and duties contemplated by this contract. Likewise, the City agrees to indemnify, defend, and hold Heartland 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

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). 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. Heartland 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 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.

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. Heartland shall keep itself 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 Heartland 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. Heartland agrees to comply with all current applicable State, Federal, and City fair labor standards in the execution of the contract.

AGREEMENT

IN WITNESS WHEREOF: The Parties of the First and Second Parts have hereto set their hands and seals on the day and year above written.

CITY OF HASTINGS

Party of the First Part

By: _____

Date: 11/28/2022

ATTEST:

Kimberly S. Jacobitz
City Clerk

SEAL



HEARTLAND PET CONNECTION

Party of the Second Part

By: _____

President

Date: 11/22/22

By: _____

Executive Director

Date: 11/22/22

APPROVED TO FORM:

Chris Schultz
City Attorney

Note: If executed by one other than President, Partner or the individual Owner, a Power-of-Attorney authorizing execution should accompany this Contract.

FIRST AMENDMENT

This First Amendment to the Heartland Pet Connection Contract is made and entered into on the 26th day of May 2026, by and between the City of Hastings, a political subdivision of the State of Nebraska (“City”), and Hastings Animal Shelter Incorporated, d/b/a Heartland Pet Connection, (“Heartland”).

WHEREAS, City and Heartland are parties to a certain contract dated November 28, 2022, (“Contract”), and

WHEREAS, City and Heartland now desire to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises of the Parties hereinafter set forth, the Parties agree effective as of the date of this First Amendment that the Contract is amended in the following manner:

1. Section 3 of the Contract is amended by deleting the existing section in its entirety and replacing it with the following:

3. HEARTLAND’S DUTIES

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

- a. Furnish, maintain, and operate an animal shelter with equipment, supplies, and facilities to be utilized in connection with Heartland’s performance of this Agreement including the attached RFP. However, Heartland 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, receive animals, except chickens, brought in by the City and to provide the 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. 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 twenty-four (24) hours per day, seven days per week. Heartland personnel shall be on-call for emergency purposes after normal operating hours. The telephone number

for 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 Heartland.

- d. Nothing shall prevent Heartland from releasing seized animals to a licensed veterinarian or as authorized by Court Order.
- e. Renegotiate existing veterinarian services contracts which includes, but is not limited to, negotiations with Animal Clinic, Companions Choice and TLC veterinarian care.
- f. The Mayor of the City of Hastings shall appoint, with the consent of the City Council, a Hastings City Council member as a City representative to participate in board meetings, but said representative would not have any executive privileges, including voting, while participating as such.
- g. Provide accurate monthly financial and shelter reports to the City, including but not limited to: monthly or annual Profit and Loss statements; monthly or annual balance sheets; monthly or annual animal shelter statistics, including but not limited to intake numbers, adoption numbers, and euthanasians.
- h. Provide the City accurate monthly reports of all fees collected.

- 2. Section 4 of the Contract is amended by deleting the existing section in its entirety and replacing it with the following:

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 Ordinances and/or laws of the State of Nebraska.
- b. The City shall not transport injured or sick animals to Heartland after hours, but shall transport said animals to the veterinary clinic designated by Heartland. The City shall notify Heartland within twenty-four (24) hours after animals have been transported to the veterinarian clinic designated by Heartland's shelter manager while transporting the animal or immediately thereafter.
- c. The City shall notify Heartland of any changes or additions to animal related City Ordinances within 60 days of the same.

- d. Hastings Police Department shall meet with Heartland upon written request to discuss policies and standards of conduct to improve cooperation between both parties.
3. Section 5 of the Contract is amended by deleting the existing section in its entirety and replacing it with the following:

5. COMPENSATION OF HEARTLAND

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

- a. The City shall pay Heartland the minimum sum of Forty-Three Thousand Five Hundred dollars (\$43,500.00) for the period of January 1, 2023, to September 30, 2023, and then the minimum sum of Sixty-Four Thousand dollars (\$64,000) for the period of October 1, 2023, to September 2024 and the minimum sum of \$97,700 for the period of October 2026 through September 2033. The fee was 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). The CPIAUCNS shall apply to the \$97,700 sum starting in the City’s FY27-28.
 - b. Heartland 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. Heartland 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.
 - c. For all fees, costs or charges related to impounding or care of animals, Heartland shall not charge the owner or controller of the impounded animal more than what is listed on the fee schedule attached to the bid. Heartland may revise the fee schedule with the approval of the City.
4. Section 7 of the Contract by deleting the existing section in its entirety and replacing it with the following:

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, 2033. 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, 2033, 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 ten current annual term.

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

- a. Heartland 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 Heartland shall fail to perform any of the provisions of this Agreement as stated herein, but also if Heartland (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, outline the reasons for the proposed termination, to the other party. Upon receipt, the party receiving the written notice shall have forty-five (45) days, or a mutually agreed upon amount of time, to remedy the stated reason for termination.

5. 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.

6. 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.

7. As amended by this First Amendment, the Agreement is hereby ratified and confirmed and shall continue in full force and effect. Unless hereby amended, all

terms and conditions of the Agreement shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, City and Heartland have caused this First Amendment to be executed by their respective, duly authorized representatives as of the date first set above.

CITY OF HASTINGS

By: _____
George J.J. Beckby, Mayor

Date: _____

HEARTLAND PET CONNECTION

By: _____
Executive Board Member

Date: _____

By: _____
Executive Director

Date: _____

ATTEST:

Tyler Ficken, City Clerk

(S E A L)

APPROVED AS TO FORM:

Jesse Oswald, City Attorney