



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item I-6

#2013-329 - Consideration of Approving Central Nebraska Humane Society Contract

Staff Contact: Stacy Nonhof, Assistant City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney

Meeting: September 24, 2013

Subject: Animal Control Contract with the Central Nebraska Humane Society

Item #'s: I-6

Presenter(s): Stacy R. Nonhof, Assistant City Attorney

Background

The City of Grand Island has a contract with the Central Nebraska Humane Society (CNHS) for providing Animal Control and Pet Licensing services for the City. This contract is set to expire at midnight on September 30, 2013. With the knowledge that the current contract is about to expire, the City advertised for proposals in May 2013. Only one proposal, from the Central Nebraska Humane Society, was received.

Discussion

Pursuant to City Code, the proposal of the Central Nebraska Humane Society was evaluated and contract negotiations were begun. City Administration and the CNHS have reached a mutual agreement. The CNHS will continue to provide Animal Control and Pet Licensing services for the City with no interruption of service.

The new contract is for three years. The contract price is a flat fee of \$360,000.00 per year for a total contract price of \$1.8 million. The CNHS will continue to enforce City Code as it pertains to animals. The CNHS will continue to license pets, collect license fees from area veterinarians and remit the license fees to the City. Hours of operation and fees were updated to reflect actual needs and costs. The CNHS will provide annually a complete copy of their audit to the City for the City's review.

The City will designate a member of the Council to liaison with the CNHS Board of Directors in connection with the duties defined in the contract. Semi-annual meetings between the Executive Director of the CNHS and the City Administrator have been agreed to.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Move to deny

Recommendation

City Administration recommends that the Council approve Resolution 2013-329 authorizing execution of the contract with the Central Nebraska Humane Society.

Sample Motion

Move to approve Resolution 2013-329 to authorize the Mayor to execute the contract with the Central Nebraska Humane Society.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ANIMAL CONTROL SERVICES**

RFP DUE DATE: May 28, 2013 at 4:00 p.m.

DEPARTMENT: Administration

PUBLICATION DATE: April 24, 2013

NO. POTENTIAL BIDDERS: 11

SUMMARY OF PROPOSALS RECEIVED

Central Nebraska Humane Society
Grand Island, NE

cc: Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent

Jaye Monter, Finance Director
Nicki Stoltenberg, Admin. Assist.

P1646

AGREEMENT

THIS AGREEMENT is made on this ____ day of _____, 2013 by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation, hereinafter referred to as the “City” and the CENTRAL NEBRASKA HUMANE SOCIETY, INC., a Non-Profit Corporation, hereinafter referred to as the “CNHS”.

ARTICLE I. STATEMENT OF PURPOSE

This Agreement will set forth the terms and conditions under which the CNHS shall administer and enforce the ordinances of the City pertaining to animals in accordance with the party’s mutual objectives and principles. This Agreement will address the sheltering, care, and disposition of such animals. It is agreed that humane treatment of animals, protection of the public and compliance with the law are the primary objectives of enforcement.

ARTICLE II. TERM OF AGREEMENT

This Agreement shall take effect on October 1, 2013, upon its approval by the City Council and execution by the Mayor and shall continue in full force and effect for thirty-six (36) months through September 30, 2016. It is specifically agreed and understood that either party shall have the right to terminate this Agreement at any time by giving the other party sixty (60) days written notice in advance of the termination date.

ARTICLE III. CNHS DUTIES

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

- A) The CNHS shall furnish, maintain and operate an animal control shelter with equipment, supplies and facilities to be utilized in connection with the CNHS’s

performance of this Agreement. The CNHS shall respond and investigate complaints of violations of Chapter 5 of the Grand Island City Code (hereinafter referred to as “the Code”) in a professional and efficient manner and shall endeavor to educate citizens regarding the City’s Animal Ordinance, the humane treatment of animals, and the reasons for the applicable policies and actions in the course of daily contact with the public.

B) Animal Control shall remain open during all normal business hours of the CNHS which are hereby defined as Monday through Friday from 10:00 a.m. to 6:00 p.m., Saturday from 10:00 a.m. to 5:00 p.m. and Sunday from 1:00 p.m. to 5:00 p.m. excluding the following holidays as observed by the City of Grand Island:

- 1) New Year’s Day – January 1
- 2) Memorial Day – Last Monday in May
- 3) Independence Day – July 4
- 4) Labor Day – First Monday in September
- 5) Veteran’s Day – November 11
- 6) Thanksgiving Day – Fourth Thursday in November
- 7) Day after Thanksgiving Day
- 8) Christmas Day – December 25

For those holidays which shall fall on a weekend, the Animal Control shall also be closed on the day of observation by the City as well as the holiday itself. Due to lack of business at the CNHS, Animal Control shall be closed on the following two (2) holidays not observed by the City of Grand Island: Easter Sunday and Mother’s Day.

C) The CNHS shall maintain its business telephone and records at the animal control shelter and shall provide all services in the ordinary course of business in a courteous and efficient manner.

D) The CNHS shall employ at least three (3) full time officers and such additional personnel as is necessary to fulfill the requirements of this contract and two (2) vehicles for the purpose of staffing the animal control shelter and providing services in the

administration and enforcement of the Code pertaining to animals within the city limits of Grand Island. At least one (1) Animal Control Officer shall be on duty during all business hours of the CNHS. Animal Control Officer hours shall be from Monday through Friday from 7:30 a.m. until 6:00 p.m., and on Saturday and Sunday from 7:30 a.m. to 5:00 p.m. An Animal Control Officer shall be on-call for Priority One calls at all times that the Animal Control Officer is not regularly scheduled. Priority One calls are detailed in Exhibit "A" to this Contract. The name and telephone number of said on-call Animal Control Officers shall be maintained with the Communication Center. The CNHS will notify the City of any changes of scheduled Animal Control Officer hours at least ten (10) days prior to any change. No reduction in the number of scheduled hours will be made without the consent of the City.

E) The CNHS will provide employees and equipment on standby for emergency services such as bite cases, ill/injured animal cases, dangerous or vicious animals as defined by the Code, picking up and transporting animals that have been confined, and bite/rabies investigation.

F) Animal Control Officers shall investigate during normal business hours complaints concerning violations of the Code and shall take such steps as are necessary to administer and enforce said ordinances.

G) During business hours, the CNHS shall collect and dispose of all deceased animals except domestic livestock found upon City streets, alleys, avenues or other property owned by or controlled by the City weighing seventy-five (75) pounds or less. The CNHS will coordinate with the City's Public Works Department, specifically the Streets

Division, for the removal of deceased animals larger than seventy-five (75) pounds or the CNHS equipment capacity.

H) During regular business hours, the CNHS shall collect and remove domestic animals and other animals found running at large within the corporate limits of the City and, at the discretion of the Animal Control Officer, return such animals to their owners, issue a citation or impound and care for such animals in a humane manner.

I) The CNHS, or their designees, shall collect all fees for pet licenses and issue annual pet licenses at the CNHS pursuant to the Code or as they may be able to arrange, and shall maintain animal records and pay the expenses in connection with said licensing. The CNHS shall remit quarterly to the City the \$1.00 State pet license fee. The CNHS shall remit quarterly all pet license fees collected. The CNHS shall keep \$5.00 per license issued by the CNHS. The designee(s) of the CNHS shall keep \$5.00 of each pet license sold by them, with the CNHS remitting the remainder of the fee collected from the designee(s) to the City.

J) The CNHS shall provide to the City a copy of all licenses issued by the CNHS or their designees. Copies of pet licenses will be delivered to the City Attorney, or their designee, monthly. Upon reasonable advance notice, the City may audit the records of CNHS regarding animal control and pet licensing.

K) The CNHS shall retain all fees collected from the impounding, boarding, observation, adoption, redemption or sale of animals found within the corporate limits of the City. Animals held by the CNHS, in its capacity of Animal Control, at the direction of the City for a period in excess of twenty (20) calendar days, shall incur a fee of \$20.00 per day per animal, which the CNHS shall bill monthly to the City, and the City shall

remit payment therefore within thirty (30) days after legal proceedings have been concluded, or surrender of the animal(s) occurs. It is agreed that this fee will not apply to instances where an animal is being held for rabies observation.

L) The CNHS shall provide adoption services pursuant to its published policies, procedures and mission statement, and in compliance with any applicable holding requirement contained within the Code.

M) Animal Control Officers shall be empowered to issue warning citations in connection with the performance of their duties and refer complaints and requests for prosecution for violations of the Code to the City Attorney, or their designee.

N) The CNHS shall maintain written policies and procedures with respect to its performance of this Agreement, a current copy of which shall be maintained on file with the City Clerk. A current set of written policies and procedures is attached hereto as Exhibit "B" and made a part hereof by reference. All future amendments to the written policies and procedures shall be submitted to the Grand Island City Administrator for his/her comment and input at least thirty (30) days prior to implementation except in instances of an emergency.

O) The CNHS shall maintain a published list of charges for all of its services and products; a current copy of which shall be maintained with the City Clerk. A current copy of charges for services and products is attached hereto as Exhibit "C" and made a part hereof by reference. All future amendments to the list of charges shall be submitted to the City Administrator for his/her comment and recommendations at least thirty (30) days prior to their institution except in instances of an emergency.

P) The CNHS shall collect all fees in connection with its performance of this Agreement, and maintain complete financial records concerning its receipts and expenditures in connection with the performance of this Agreement and shall provide copies of current financial statements pertaining to Animal Control and pet licensing to the City upon request. Upon request, the CNHS will make all of their financial records concerning the performance of this Agreement available to the City for review or audit.

Q) The CNHS shall file a quarterly activity report with the City Administrator concerning its activity in connection with its performance of this Agreement. Specific requirements for the quarterly report are set forth in Exhibit “D”. The CNHS will each year, during the month of May, prepare an annual report and then present that report to the Grand Island City Council at the discretion of City Administration.

R) The CNHS and the City shall maintain for a period of two (2) years, written records of citizen complaints of a significant nature relating to animals and the operations of Animal Control within the corporate limits of the City. Copies of complaints shall be sent to the City Administrator when received at the CNHS. Complaints received by the City will be reviewed by the City Administrator and brought to the attention of the CNHS when deemed appropriate.

S) The CNHS shall impound all animals which have bitten or are suspected of biting any person for the number of days required by the Code and State Statutes in order that such animal may be observed for rabies. The CNHS shall report all bites to the Central District Health Department within five (5) days and shall file copies of any medical reports it receives in connection with suspected bites with the said department. The

Central District Health Department shall be the ultimate responsible agency for rabies control.

T) The CNHS shall purchase and maintain during the term of this Agreement, or its renewals, insurance providing the following coverage and shall file certificates of insurance with the City Clerk:

(1) Employee's liability and Workmen's Compensation Insurance if required by laws of the State of Nebraska.

(2) Automobile public liability and property damage insurance with minimum limits of \$1,000,000 single limit.

(3) Public liability insurance, including premises insurance for the animal shelter, with minimum limits of \$1,000,000 single limit and the City shall be listed as an additional named insured. Said certificates of insurance shall state that thirty (30) days written notice shall be given to the City before any policy covered thereby is changed or canceled.

U) The CNHS agrees to refrain from performing the function of animal control or performing the duties set forth in this Agreement for any other jurisdiction or political subdivision until such time as the CNHS has written agreements with such other entity. The CNHS shall maintain on file with the Grand Island City Clerk current copies of its written Agreements with other jurisdictions or political subdivisions.

V) The CNHS shall annually deliver to the City a complete copy of the annual audit/financial review of the CNHS. The CNHS shall deliver this to the City within thirty (30) days of completion and receipt by the CNHS.

ARTICLE IV. DUTIES OF CITY

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

- A) The City shall cooperate with the CNHS whenever necessary to aid in the enforcement and administration of the Code. The City shall designate a member of the Grand Island City Council to liaison with the Board of Directors of the CNHS in connection with the duties of this contract.
- B) The Communication Center will receive telephone calls concerning violations of the Code at all times. The Animal Control Officer will only respond to after-hours calls if they are defined as Priority One calls. The term Priority One calls is further defined on Exhibit "A".
- C) During the term of this Agreement, the City shall pay to the CNHS the amounts authorized by the Mayor and City Council as shown in its adopted budgeted statements and annual appropriation ordinances. The total yearly contract price for the duration of this contract is \$360,000.00 that will be paid annually in twelve (12) equal monthly installments of \$30,000.00 beginning in October 2013 and continuing through September 30, 2016.
- D) The City shall inform the CNHS of any revisions or amendments to the Code.
- E) During the period that this Agreement is in effect, the City and the CNHS shall conduct meetings a minimum of two (2) times per year for the purpose of reviewing the performance of the CNHS in connection with the Agreement. For the purposes of such meetings, the representatives shall be the Executive Director of the CNHS (or his/her designee) and the City Administrator (or his/her designee). The meetings will be set at the discretion of the City.

F) The annual pet license fees shall be approved by the City Council. All other fees and charges in connection with the performance of this Agreement shall be established by the City subject to comment and input by the CNHS as set forth herein except in instances of an emergency.

ARTICLE V. CHOICE OF LAWS

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

ARTICLE VI. INDEMNIFICATION

The CNHS will indemnify and hold harmless the City from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of the CNHS, its contractors, agents or servants in connection with the operation of the shelter or in the performance of related duties.

ARTICLE VII. ASSIGNMENT

The CNHS shall not assign its rights under this Agreement without the express prior written consent of the City.

ARTICLE VIII. INDEPENDENCE OF THE CNHS

During the term of this agreement, the CNHS, its officers, employees, agents, and volunteers, shall act in an independent capacity and not as officers, employees, or volunteers of the City.

ARTICLE IX. EQUAL EMPLOYMENT AND NON-DISCRIMINATION

The CNHS is an Equal Opportunity Employer. It is the intent of the CNHS to provide equal employment opportunity in its employment practices for all persons and will not

discriminate on the basis of race, color religion, sex, sexual orientation, age or national origin, or against any qualified handicapped/disable individual

ARTICLE X. AGREEMENT

This Agreement constitutes the entire agreement between the CNHS and the City 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 GRAND ISLAND, NEBRASKA,

By: _____
Jay Vavricek, Mayor

_____ Date

Attest: _____
RaNae Edwards, City Clerk

The agreement is in due form according to law and is hereby approved.

Stacy R. Nonhof, Asst. City Attorney

_____ Date

**CENTRAL NEBRASKA HUMANE SOCIETY, INC.,
A Non-Profit Corporation**

By: _____

_____ Date

Attest: _____

APPROVED IN FORM

CENTRAL DISTRICT HEALTH DEPARTMENT

By: _____

Date

Attest: _____

Approved by Resolution 2013-_____

EXHIBIT A

PRIORITY ONE CALLS – RESPONSE IS 24/7

AGENCY ASSISTANCE: A request for police, sheriff, state patrol, fire or health department, etc.

- Dispatch Action and Information Needed: From the agency requesting Animal Control will respond to ALL calls at ALL times.
 1. Name of department requesting assistance
 2. Type of assistance required
 3. Address where assistance required
 4. Name of contact at site
 5. Other pertinent information for animal control officer, i.e., hazardous material, specific equipment needed, warrant, etc.
- Call Animal Control Officer's work cell phone first – names and phone numbers to be provided to GIEC

BITES: Labeled Priority One for Animal Control to ensure the public's safety and health. Please Note: Medical attention is very important – washing the injury can limit the infection potential. Required medical attention is contacting a family physician. Minor wounds should be washed with soap and water for five (5) minutes.

- Dispatch Action: Animal Control Officers will respond to ALL bite calls at ALL times.
- Information Needed:
 1. Did the bite break the skin?
 2. Date and time of the bite.
 3. Is immediate medical attention needed?
 4. Location of the victim.
 5. Availability of transportation if needed.
 6. Location and description of the animal.
 7. Is the animal confined?
 8. Name and address of person making the call.
 9. Name and address of animal owner.
- Directions to be given to caller:
 1. If transportation of the victim is required – call ambulance as animal control officer can NOT transport the victim.
 2. If medical attention is required – contact their family physician. For minor wounds – wash with soap and water for five (5) minutes.
 3. Animal control officer will make contact upon arrival with victim and witnesses.

CRUELTY: Generally refers to animals that are beaten, tortured, burned, mutilated or killed. Do not try to move the animal unless necessary. **BE CAREFUL NOT TO BE BITTEN.** If injury is caused by illegal action, i.e., shooting, trapping, poisoning or fighting, have the witnesses remain at the scene or get names and addresses of witnesses.

- Dispatch Action: Animal control officer will respond to ALL calls at ALL times.
- Information Needed:
 1. Is the animal in immediate danger?
 2. Description of the animal.
 3. Location of the animal.
 4. Name and address of owner, if known.
 5. Name and address of abuser, if known.
 6. Type of cruelty, i.e., beaten, tortured, burned, mutilated or killed.
 7. Name, address and phone number of caller.
 8. Name, address and phone number of witnesses.
- Call Animal Control Officers work cell phone first – names and phone numbers to be provided to GIEC.

INJURED ANIMAL: All animals can bite when in pain – do not try to move the animal unless necessary. **BE CAREFUL NOT TO BE BITTEN.** If the caller is the owner of the injured animal, have them call their veterinarian. Animal control officers **SHOULD NOT** transport the animal. IF transportation is requested (911 please do not suggest this) and only if necessary, the animal control officer will transport for a \$25.00 fee. If the injury is caused by illegal action, i.e., shooting, trapping, poisoning, or fighting, have the witnesses remain at the scene or get names and addresses of witnesses.

- Dispatch Action: Animal control will respond to ALL injured animal calls at ALL times, including some types of wildlife.
- Information Needed:
 1. Location of animal.
 2. Type and description of animal.
 3. Name and address of owner.
 4. Cause and extent of the injury (if illegal action cause injury, notify police, sheriff or state patrol).
 5. Is the animal suffering?
 6. Is the animal causing a traffic problem (if so, notify police, sheriff or state patrol)?
 7. Name and address of caller.
 8. Name and address of witnesses.
- Directions to be given to Caller: **DO NOT** try to move the animal unless absolutely necessary. Be careful not to be bitten.

- Call Animal Control Officers work cell phone first – names and phone numbers to be provided to GIEC.

POTENTIALLY DANGEROUS AND DANGEROUS ANIMALS: POTENTIALLY

DANGEROUS is defined as any animal that when provoked; 1) inflicts a non-sever injury on a human or injures a domestic animal either on public or private property, 2) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack or 3) a specific dog with known propensity, tendency or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

DANGEROUS is defined as any animal that, according to the records of the CNHS; 1) has killed or inflicted severe injury on a human being on public or private property; 2) has killed a domestic animal without provocation while the animal was off the owner's property; or 3) has been previously determined to be a potentially dangerous animal by an animal control officer and the owner has received notice of such determination and such animal again aggressively bites, attacks, or endangers the safety of humans or domestic animals. A dog shall not be defined as a dangerous dog if the threat, any injury that is not a severe injury or the damage was sustained by a person who at the time, was committing an willful trespass or any other tort upon the property of the owner of the dog, who was tormenting, abusing or assaulting the dog, who has, in the past, been observed or reported to have tormented, abused or assaulted the dog, or who was committing or attempting to commit a crime.

- Dispatch Action: Animal control officer will respond to these calls at ALL times.
- Information Needed:
 1. Location of animal.
 2. Description of animal.
 3. Is the animal confined?
 4. When and where was the animal last seen?
 5. Name and address of owner – if known.
 6. Reason the caller is suspicious of the animal.
 7. Name, address and phone number of the caller.
 8. Is the animal on the “Declared List” maintained by the CNHS?
- Directions to give to the caller:
 1. Stay away from the animal.
 2. Animal control officer will be responding and will need to speak with them.

RABIES (BAT/SKUNKS ONLY) REMOVAL: Rabies is a viral disease that can infect all mammals. Once rabies develops it is almost always fatal. The rabies virus is transmitted through the saliva of an infected animal, usually during a bite. PLEASE

NOTE: Not all animals “foaming at the mouth” have rabies. This is more often a sign of heat stress, running for a long time, having eaten something and vomiting or distemper. Signs of rabies include unusual or abnormal behavior for that animal, i.e., out during daylight hours, not running/avoiding humans.

- Dispatch Action: Animal control will respond to ALL rabies calls at ALL times. These calls will usually be bites, bat removal (dead or alive) and skunk removal (dead or alive).
- Information Needed:
 1. Why the caller feels the animal is rabid.
 2. Location of the suspected rabid animal.
 3. Has the animal come into contact with a human or other animal?
 4. Name, address and phone number of the caller.
- Directions to be given to the caller:
 1. Bats – if inside the residence animal control will respond.
 2. Skunks – caller must maintain a visual of the animal at all times.
 3. Avoid physical contact with the animal.
 4. Animal control officer will be responding and will need to speak with them.
 5. All medical questions are to be referred to their doctor.
- Call Animal Control Officers work cell phone first – names and phone numbers to be provided to GIEC.

EXHIBIT B

Policies and Procedures of the CNHS

Running at Large (sec. 5-34)

Animal control officers will receive a call from GIEC or the public will call the Central Nebraska Humane Society and report that an animal(s) are running at large. The Animal Control Officer when respond to the call. Upon arrival to the reported location the Officer will search for an animal(s) matching the description given. When spotted the Officer will pursue and obtain (by any means) any animal(s) spotted running at large. All animals obtains while running at large will be impounded at the Central Nebraska Humane Society. The Officer has the legal rights to search any open property for animal(s), for any amount of time. If said animal(s) enters fenced yard, officer can enter yard by any means, to obtain animal(s). Officer cannot assume that the animal(s) have entered owner's property.

A) If residents of property are home, officer will make contact with resident after obtaining animal(s), to ensure animal(s) are not property of resident. If animal(s) are not property of resident then the officer will impound the animal at the Central Nebraska Humane Society for a maximum of 72 hours.

B) If animal(s) are property of resident, officer will issue a citation for running at large, and obtain proof of rabies vaccination and city license. If proof of rabies vaccination and city license are unavailable the citation will include rabies vaccination and city license violation charges.

Any interference with said officer while in pursuit of suspected animal(s) will result in a citation for obstruction.

Local Law Enforcement can be called at any time for assistance of the Animal Control Officer. If animal is found being extremely aggressive and is unable to be safely apprehended Local Law Enforcement can be called to handle the situation by any means possible.

If animal(s) are not found, the Animal Control Officer can speak with the reporter to obtain accurate description. The officer may also speak with any witnesses that viewed the animal(s) running at large.

Canine Intake

ACO has brought in dog from Running at Large, or Confined

1. Bring in dog into Surrender Room
2. Grab birth card
3. Scan dog for Microchip

- a. If dog has microchip- write down on birth card
 - b. Look up microchip in PetPoint
 - c. If not in PetPoint leave note for front desk to call about chip registration
4. Prepare Shots (Distemper Parvo, and Bordetella)
5. Give dog shots
6. Spray dog with frontline
7. Take Picture of dog
8. Check Lost Dog Book
9. Finish filling out Birth Card
10. If known owners (or you found owners through tags, or chip) write on bottom of birthcard.
11. Locate open ACO canine Kennel on Dry Erase Board
12. Place dog in designated open kennel in ACO canine
13. Fill out ACO Dry erase board with proper info (Name, Breed, Sex, Age, Date Arrived, Date CNHS property)
14. Place completed Birth Card in Front Desk Basket

Confined Stray (cat or dog)

ACO receives call from GIEC or concerned citizen. Report is made that there is a confined cat/dog.

1. ACO proceeds to reported address
2. ACO retrieves animal and asks if finder can give any information about animal.
3. Returns animal to Shelter
4. Follows Animal intake Procedure
- 5.

BATS (Priority One)

ACO receives report of Bat inside a home or business. MUST BE INSIDE HOME OR BUISNESS, WE DO NOT CATCH BATS OUTSIDE.

1. ACO Proceeds to reported address.
2. Grab Net, Coffee can, and flashlight and enter home/business.
3. Search for Bat (usually like to hide in high dark locations), bats will cry (screech) when item they are clinging to is moved or bumped. You can bump or rattle items on shelves and listen for the cry.
4. If you find bat clinging to something use coffee can to catch (place coffee can directly below bat and use lid to gently push bat down into can)
5. If bat is fling use net to trap bat. Swing net through air and catch bat then quickly (but gently) place net on floor (trapping bat between net and floor) using coffee can gently move can under net below bat. Using gloved fingers pry bats wings

from net so bat will fall into coffee can. Leaving can under net use your other hand to place lid under net and onto the coffee can. DO THIS ALL VERY GENTLY AS THEY ARE ACTUALLY QUITE FRAGIL.

6. Talk to reporter and determine if Bat was in Bedroom with a sleeping person or in a home with a disabled person, or as knowingly bitten anyone.
7. If yes to #6 Bat must be taken back to CNHS and euthanized.
 - a. After euthanized place in plastic zip lock and write date and location found with permanent marker and place in fridge (NEVER FREEZE).
 - b. Follow Rabies preparation procedure.
8. If no to #6 Bat can be relocated to the country, try finding somewhere with lots of trees.

EXHIBIT C

CHARGES FOR SERVICE

Animal Control claim fees per animal:

First Claim: \$25.00

Second Claim: \$50.00

Third Claim: \$75.00

Fourth Claim: \$100.00

Boarding Fee - Impoundment per day until animal claimed: \$12.00 plus tax

Boarding Fee- Rabies observation per day for ten (10) day holding period: \$17.00 plus tax

Rabies release fee/vet visit/rabies vaccination: \$61.00

Surrender in lieu of rabies observation fee: \$25.00

Holding fee at direction of City for legal proceedings: \$20.00

Traps rental deposit: \$50.00 (to be returned if trap returned in good working order)

Potentially Dangerous animal annual fee: \$100.00

EXHIBIT D
Animal Control Ticket Tracking Chart
Month and Year

Case Type	Total Incidents	Unfounded	Warning	Cited	Complied With Citation/Warning	Referred To City Attorney	Referred to County Attorney	Pending Cites	Notes
Abandoned	0	0	0	0	0	0	0	0	
Attack Case	0	0	0	0	0	0	0	0	
Bite Case	0	0	0	0	0	0	0	0	
City License	0	0	0	0	0	0	0	0	
Cruelty or Neglect	0	0	0	0	0	0	0	0	
Explain Leash Law	0	0	0	0	0	0	0	0	
Livestock	0	0	0	0	0	0	0	0	
Pet Excreta	0	0	0	0	0	0	0	0	
Rabies Vac Required	0	0	0	0	0	0	0	0	
Running at Large	0	0	0	0	0	0	0	0	
Welfare Check	0	0	0	0	0	0	0	0	
Totals	0	0	0	0	0	0	0	0	

Not Citable Incidents		Total Tickets for the Month	
Agency Assist	0	Warnings	0
Bat	0	Citations	0
Confined Stray	0	Total	0
Deceased	0		
Misc./Fuel	0		
Sick/Injured	0		
Wildlife	0		
Total	0		
Total Incidents	0		

Exhibit E

Daily

Money comes in through the front desk and the mail. Daily deposits are required.

Finance Department opens the safe and retrieves the prior day's business and change to reconcile.

- A. Front Desk: The Front Desk takes cash, checks (which are pre-approved) and credit cards. At the end of the day, all money taken in is reconciled on a Daily Cash Record. It is reconciled to the account, i.e. adoptions, claims, boarding, gift shop, etc. and then to the actual "cash." See attachment #1. It is put in to the safe at the end of the day and the Finance Department (FD) double checks the reconciliation the following day. Bank deposit slips and credit card batch totals are confirmed and attached to the Daily Cash Record. Creates a deposit slip using the date of the transactions, enters the information into an Excel spreadsheet to be reconciled at the end of the week. See attachment #2. The spreadsheets are also used to reconcile sales tax.
- B. Mail comes to the FD and is separated. Any invoices are entered into Quickbooks (QB) daily. A deposit slip is created for any money received, entered into the appropriate account and printed.
- C. FD makes sure that there is \$100.00 in change. Makes any necessary change and delivers it to the front desk. It is also kept in the safe overnight.
- D. Any invoices that are due are mailed or paid on-line. A copy of the check stub is attached and the invoice is filed.
- E. All filing cabinet containing cash or sensitive information are locked and kept in a locked office.

Weekly

- A. The money received on a daily basis through the Front Desk are entered into a "transfer account." Once a week, using the excel reconciliation the transfer account is divided into the appropriate accounts. This is where all the money is sent to the account it belongs from the "transfer account," including sales tax.
- B. Checks are printed weekly to pay bills due the following week. The invoices and checks go to the Executive Director for approval. Once they are signed, they are placed in a locked filing cabinet for on-time payments. Generally, this is when the "cash flow forecast" is prepared.

Bi-weekly

- A. Payroll is prepared. See “Entering and Paying Payroll.”

Monthly and Quarterly

- A. Bank accounts are reconciled.
- B. Month ending is performed and reconciled to the Balance Sheet. It is sent to the Board of Directors for approval.
- C. Quarterly, reconcile pet licenses to Quickbooks, which matches the Daily Cash Record and Deposits and submit payment to the city.

Yearly

- A. Accounts are reconciled to the Balance Sheet and sent to the Board of Directors for approval.
- B. Provide the Finance Committee with the information necessary to complete the yearly budget.
- C. All necessary documents are sent to the auditor for verification.

ENTERING AND PAYING PAYROLL

Payroll Process

Timecards

1. Log into timecard system and go through each employee's timecard to verify all check ins/outs are accounted for; all times need to be converted to decimal equivalents (see chart). Watch closely to make sure overtime is accounted for properly, along with any vacation or sick time. Before finalizing vacation and sick time, be sure the employee qualifies for this benefit.
2. Anything over 40 hours in a week is OT.
3. For ACOs, go to the On Call Log (in their black storage cabinet) and write down their calls for the payroll time period. Make sure you note the date and the duration of time. Add the time to timecards. This is paid at time and a half.
4. Print out timecards and total sheet for all employees.
5. Give the Front Office and Feline department employee time cards to Janet and the ACO and ACT time cards to Laurie for approval.

Spreadsheet (found in U: drive)

1. After approval, enter all timecard information into the Payroll spreadsheet for the proper payroll period. Verify the total hours match the total hours of all the timecards.
2. After verifying all information on the spreadsheet, save it with the name of the Payroll Period, then print a copy of **only Page 1**.

Quickbooks

1. Go into the Payroll Center.
2. Open "enter scheduled payroll."
3. Open "payroll detail."
4. Enter employee's hours.
5. Print payroll checks. Use plain paper to print checks that will be direct deposited. Use check numbers from "On-Line Check Number" list. Add to numbers to list. Print checks that are not being direct deposited for Laurie's signature. (Note: remember to change check numbers.)
6. Print "Client-ready Payroll Report." It will be used to enter the direct deposit information.
7. Cut the stubs off the plain paper "checks" and remove stubs from "regular" checks. Keep with payroll documentation.
8. Distribute checks on Friday following the end of pay period by 10 a.m.

Bank Deposit

1. Go to www.5pointsbank.com
2. Click on Business tab. Select bank. Enter Access ID and click to log-in.
3. Enter password (include access code) and click to log-in.
4. Under Funds Management, choose Web ACH.
5. Click on File.
6. Click Open and find your .ach file in the payroll folder on the U: drive.
(Remember which file you are using.)
7. Enter the effective date and new payroll information. You will be entering over the prior entry.
8. After entering, go to view and verify that debits and credits balance to zero.
9. Print page.
10. Save as a NACHA file. (This will have the .ach extension.)
11. Click on File and Close. Then click on File and Exit.

You have created the payroll file and are now going to transfer the funds from our account to the employee's account.

1. Under Funds Management, go to Transfer list.
2. Click on the transfer file for your payroll. Use #1, the second file should be used for add-ons.
3. Enter the amount of debit and credit from the page that you printed. Obviously, the debit and credit are equal.
4. Select the browse button to locate your payroll file on the U: drive.
5. Open the file that is your payroll file with the .ach extension.
6. Click submit. The upload process may take a few seconds.
7. After receiving a Confirmation Number, print page.
8. As a double check, under Funds Management, click on Transfer Issued to see that file was sent and approved.
9. Keep all documentation and file.

Notes: Transaction codes:

27 = Withdrawal from Checking

22 = Deposit to Checking

32 = Deposit to Savings

37 = Withdrawal from Savings

^^^^Also, after doing the first payroll of the month, it is a good time to take care of the ACH Donation withdrawals for the following month.^^^^

RESOLUTION 2013-329

WHEREAS, the City of Grand Island invited Requests for Proposals for Animal Control and Pet Licensing, a copy of which is on file with the City Administrator's office; and

WHEREAS, on May 28, 2013 proposals were received, opened and reviewed, and evaluated; and

WHEREAS, the Central Nebraska Humane Society submitted a bid in accordance with the terms of the Request for Proposals, and plans and specifications and all other statutory requirements contained therein; and

WHEREAS, the proposal of the Central Nebraska Humane Society, meets all of the requirements for Animal Control and Pet Licensing; and

WHEREAS, negotiations between the City of Grand Island and the Central Nebraska Humane Society were had; and

WHEREAS, the City of Grand Island and the Central Nebraska Humane Society came to a mutual agreement; and

WHEREAS, the term of the contract will be for three (3) years; and

WHEREAS, the contract will be for a flat fee of \$360,000.00 per year for a total contract price of \$1,800,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the contract with the Central Nebraska Humane Society, in the amount of \$360,000.00 per year or \$1,800,000.00 in total, for Animal Control and Pet Licensing, is hereby approved, and that the Mayor is authorized to sign the Contract on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney