



KENDALL COUNTY
ANIMAL CONTROL

County Office Building
County Board Room 210, 111 W. Fox Street; Yorkville IL
Friday, February 1, 2019 – 8:30a.m.
A G E N D A

- 1. Call to Order**
- 2. Roll Call:** Amy Cesich (Chair), Robyn Vickers (Vice Chair), Elizabeth Flowers, Matthew Prochaska, John Purcell
- 3. Approval of Agenda**
- 4. Approval of Minutes from December 19, 2018**
- 5. Monthly Reports**
 - Census Log
 - Bite Report
 - Operations Report
 - Accounting Report
- 6. Old Business**
 - *Discussion and Approval of the Distribution of State Pet Population Funds*
 - *Discussion of Animal Control Shelter Management Software*
- 7. New Business**
 - *Discussion of HVAC Repairs*
 - *Discussion of Staffing and Salary*
 - *Discussion of Externally Housing Animals*
 - *Discussion of 2019 Animal Control Legislation Changes*
- 8. Public Comment**
- 9. Executive Session**
- 10. Action Items for County Board**
- 11. Adjournment**

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Department at 630- 553-4171, a minimum of 24-hours prior to the meeting time



KENDALL COUNTY ANIMAL CONTROL

MEETING MINUTES FOR WEDNESDAY, DECEMBER 19, 2018

Call to Order – The meeting was called to order by Committee Chair Amy Cesich at 8:37a.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Here		
Elizabeth Flowers	ABSENT		
Matthew Prochaska	Here		
John Purcell	Aye		
Robyn Vickers		8:35a.m.	

With four members present, a quorum was established to conduct committee business.

Others present: Scott Koeppel, Dr. Gary Schlapp

Approval of Agenda – Motion made by Member Prochaska to approve the agenda, second by Member Vickers. **With four members in agreement, the motion carried by a vote of 4-0.**

Approval of Minutes – Motion made by Member Prochaska to approve the minutes from October 31, 2018, second by Member Vickers. **With four members in agreement, the minutes were approved by a 4-0 vote.**

Monthly Report – None

Bite Report – Not available

Visitors viewing animals – None

Events/News - None

Operations Report – None

Accounting Report - Written report provided. Scott Koeppel briefly reviewed the reports with the committee, including the vouchers, expenditures, and the State Population Control Fund balance.

Old Business - None

New Business

➤ ***Discussion of Animal Control Shelter*** – Mr. Koeppel briefed the committee on the

current procedures for the facility, including changing the voicemail message on the animal control main phone, and updating the *Police Animal Drop-Off Form*, which had the addition of “Authority to Retain Animal” section. Mr. Koepfel stated he had notified all Kendall County law enforcement agencies with the current facility situation, and guidelines for contacting Countryside Veterinary Clinic for drop-off arrangements of any stray animals.

Dr. Schlapp offered a short-term solution to having animals dropped off directly to his clinic via a key-code system that would allow after-hours access. Dr. Schlapp estimated the cost of approximately \$600 to install two dead-bolt locks to the clinics interior doors, and to change the current exterior door access system.

There was consensus by the committee authorizing Dr. Schlapp to proceed with the installation of two dead-bolt locks and a key pad system at Countryside Veterinary Clinic, and payment in the amount of approximately \$600 to be paid out of County fund 340.

The Committee had a discussion on Budget Options. Dr. Schlapp stated that you need a functioning, self-sustaining, semi self-sufficient, Animal Control facility that focuses on service to the community and its citizens.

Dr. Schlapp offered these other suggestions:

1. Increase part-time pay to retain trained personnel
2. Show volunteers respect and appreciation in the day-to-day operation, not just once a year
3. Value volunteers for their commitment, experience and expertise
4. Increase the salary of the Director/Warden to be competitive

The committee directed Scott Koepfel with the following tasks for the January Committee of the Whole Discussion:

1. To research and obtain data from other equal-sized counties without Animal Control facilities on their operation and process of stray animals, etc., and report at a future meeting.
2. To research adoption costs/fees from other Counties
3. To get more accurate budget option numbers
4. To provide the State’s Attorney’s Office legal review about using an outside agency to meet County needs
5. To provide an outline of services that Kendall County Animal Control offers outside the Animal Control Act requirements
6. To provide cost data for the HVAC upgrade at the Animal Control facility

The committee also asked that Technology Director Matt Kinsey attend the January Animal Control committee meeting and provide software options for the facility.

- *Discussion on Animal Control Staffing* – Item was tabled until status of current staff is confirmed in early January 2019

Executive Session – Not needed

Action Items for the County Board – None

Action Items for the Committee of the Whole – *Discussion on Animal Control Facility*

Questions for the Media – Jim Wyman, WSPY News asked how many part-time employees, and how many volunteers work at the facility; what the state requires for an Animal Control facility; and when the Warden/Director left on FMLA.

Public Comment – Kristen Middleton, a current Animal Control volunteer, provide her opinions on staffing issues, the commitment of the volunteers, the animals, the fees, and her suggestions for improving the overall operation at the facility.

Adjournment – Member Prochaska made a motion to adjourn the meeting, by Member Vickers. **With four members present in agreement, the meeting was adjourned at 10:14a.m.**

Respectfully Submitted,

Valarie McClain,
Administrative Assistant & Recording Clerk



KENDALL COUNTY
ANIMAL CONTROL

February 1, 2019

Kendall County Animal Control Census

November 2018 Dog

Dog Intakes: 23

Dogs Adopted: 6

Reclaimed: 12

Transferred: 5

Euthanized: 1 (11/14/18 Diamond, American Pit bull Terrier. Reason: Behavior)

November 2018 Cat

Cat Intakes: 1

Cats Adopted: 3

Cats Reclaimed: 1

Transferred: 4

Euthanized: 0

December 2018 End of Year / 2017 Comparisons

Dog Intakes: 3/254/297

Dogs Adopted: 0/52/81

Reclaimed: 0/161/184

Transferred to Rescue: 7/39/29

Euthanized: 0/7/13

Cat Intakes: 3/64/96

Cats Adopted: 0/53/67

Cats Reclaimed: 0/4/4

Transferred to Rescue: 2/17/18

Euthanized: 0/1/11

January 2018 Dog

Dog Intakes: 7

Dogs Adopted: 1

Reclaimed: 5

Transferred: 0

Euthanized: 0

January 2018 Cat

Cat Intakes: 1

Cats Adopted: 0

Cats Reclaimed:

Transferred: 1

Euthanized: 0

Events and Media

Record Newspaper – “Bixby” Two Year Old Pit Bull Mix



DECEMBER 2018

ANIMAL BITES TO HUMANS REPORTED TO KCAC

DATE	OWNER	BITING ANIMAL	PERSON BITTEN
12/5/18	OWNER	"KILLER" GERMAN SHEPHERD (INTACT/UTD)	OWNER
12/6/18	OWNER	"ANGEL" BEAGLE (ALTERED/UTD)	OTHER
12/7/18	OWNER	"HUDSON" TERRIER MIX (ALTERED/NOT UTD)	UNKNOWN
12/8/18	OWNER	"BUBBA" PIT BULL/BULLDOG MIX (ALTERED/UTD)	OTHER
12/8/18	OWNER	"VUEVE" FRENCH BULLDOG (ATERED/UTD)	OTHER
12/9/18	OWNER	"MURPHY" LABRADOR MIX (ALTERED/UTD)	OWNER
12/10/18	OWNER	"ROCKY" MALAMUTE (ALTERED/UTD)	OTHER
12/12/18	OWNER	"MAVY" BEAGLE MIX (ALTERED/UTD)	OWNER
12/15/18	OWNER	"THE DOCTOR" COONHOUND MIX (ALTERED/UTD)	OTHER
12/17/18	OWNER	"BUDDY" MALTESE MIX (INTACT/UTD)	OTHER
12/18/18	OWNER	"SANSA" GERMAN SHEPHERD MIX (ALTERED/NOT UTD)	OTHER
12/20/18	OWNER	"ATLAS" GERMAN SHEPHERD (ALTERED/UTD)	OTHER
12/22/18	OWNER	"JANGA" CAT (ALTERED/NOT UTD)	OWNER
12/23/18	OWNER	UNKNOWN	UNNOWN
12/25/18	OWNER	BEAGLE	OWNER
12/26/18	OWNER	"SERGEANT" BELGIAN MALINOIS MIX (ALTERED/UTD)	OTHER
12/27/18	OWNER	"SADIE" GOLDEN RETRIEVER (ALTERED/UTD)	OTHER
12/28/18	OWNER	"LARRY" LABRADOR MIX (ALTERED/UTD)	OTHER
12/30/18	OWNER	"WILLIE" TIBETAN TERRIER (ALTERED/UTD)	OTHER

GERMAN SHEPHERD :	2
BEAGLE:	1
TERRIER MIX	1
PIT BULL/BUL DOG MIX:	1
FRENCH BULLDOG:	1
LABRADOR RET. MIX:	1
MALAMUTE:	1
BEAGLE MIX:	1
COONHOUND MIX:	1
MALTESE MIX:	1
GERMAN SHEPHERD MIX:	1
BEAGLE	1
BELGIAN MALINOIS	1
GOLDEN RETRIEVER	1
LABRADOR MIX	1
TIBETAN TERRIER	1
CAT	1
UNKNOWN	1
<hr/>	
TOTAL:	20

MULTIPLE BITES: 2

"KILLER" 10/17/18 & 12/5/18 BIT OWNER

"LARRY" 9/7/18 & 12/28/18 BIT PASSERBY / BIT FRIEND OF PETSITTER IN HOME



KENDALL COUNTY
ANIMAL CONTROL

NOVEMBER 2018

ANIMAL BITES TO HUMANS REPORTED TO KCAC

DATE	OWNER	BITING ANIMAL	PERSON BITTEN
11/3/18	OWNER	"UNKNOWN" ROTTWEILER	OWNER
11/3/18	OWNER	"MAX" LABRADOR RETRIEVER (INTACT/UTD)	UNKNOWN
11/9/18	OWNER	UNKNOWN TERRIER MIX (NOT UTD)	UNKNOWN
11/11/18	OWNER	"MARSHALL" TERRIER MIX (ALTERED/UTD)	UNNOWN
11/12/18	OWNER	"BOO" DSH CAT (ALTERED/UTD)	OWNER
11/18/18	OWNER	"COCO" MINIATURE POODLE (INTACT/NOT UTD)	OTHER
11/19/18	OWNER	"RASCAL" SHIH TZU MIX (ALTERED/NOT UTD)	OWNER
11/20/18	OWNER	"CASANOVA" SHIBA INU (INTACT/UTD)	OWNER
11/21/18	OWNER	"BELLA" GERMAN SHEPHERD (INTACT/UTD)	OTHER
11/22/18	OWNER	"SAM" GOLDEN RET./POODLE (ALTERED/UTD)	OWNER
11/23/18	OWNER	"NYSA" GERMAN SHEPHERD (ALTERED/UTD)	OWNER
11/24/18	OWNER	"SNOWBALL" MALTESE MIX (INTACT/UTD)	OTHER
11/25/18	OWNER	"RUGER" BEAGLE MIX (ALTERED/UTD)	OWNER
11/30/18	OWNER	"BUBBA" AUSTRALIAN CATTLE DOG (ALTERED/UTD)	OWNER

ROTTWEILER :	1
LABRADOR RETRIEVER:	1
TERRIER MIX	2
MINIATURE POODLE:	1
SHIH TZU MIX:	1
SHIBA INU:	1
GERMAN SHEPHERD:	2
GOLDEN RET./POODLE:	1
MALTESE MIX:	1
BEAGLE MIX:	1
AUSTRALIAN CATTLE DOG:	1
CAT	1
<hr/>	
TOTAL	14

MULTIPLE BITES: 0



KENDALL COUNTY
ANIMAL CONTROL

OCTOBER 2018

ANIMAL BITES TO HUMANS REPORTED TO KCAC

DATE	OWNER	BITING ANIMAL	PERSON BITTEN
10/3/18	OWNER	DOBERMAN- NAME UNKNOWN	OTHER
10/5/18	OWNER	"RILLO" PIT BULL MIX (ALTERED/UTD)	OTHER
10/8/18	OWNER	"GUS" LABRADOR RETRIEVER (ALTERED/UTD)	UNKNOWN
10/17/18	OWNER	"KILLER" GERMAN SHEPHERD (INTACT/UTD)	OWNER
10/20/18	OWNER	"CHA CHA" PIT BULL TERRIER (INTACT/NOT UTD)	OTHER
10/21/18	OWNER	"UNKNOWN" CHIHUAHUA/TERRIER MIX (INTACT/NOT UTD)	OWNER
10/22/18	OWNER	"DUKE" PIT BULL TERRIER (INTACT/NOT UTD)	OWNER
10/25/18	OWNER	"SHADY" BOSTON TERRIER (ALTERED/UTD)	UNKNOWN

DOBERMAN:	1
PIT BULL MIX:	1
LABRADOR RETRIEVER MIX:	1
GERMAN SHEPHERD:	1
PIT BULL TERRIER:	1
CHIHUAHUA/TERRIER MIX:	1
PIT BULL TERRIER:	1
BOSTON TERRIER:	1
<hr/>	
TOTAL:	8

MULTIPLE BITES: "KILLER" 1
10/17/18 & 12/5/18 BIT OWNER



Williams Scotsman, Inc.
 1425 Gifford Road
 Elgin IL 60120-7307

Your Williams Scotsman Representative
 Tracey Lipins
 Territory Sales Manager

Contract Number: 996347
Revision: 1
Date: January 25, 2019

Phone: (847)488-1334 Ext.
Fax: 0
Email: tillipini@willscot.com
Toll Free: 800-762-1500

SALE AGREEMENT FOR USED EQUIPMENT WITHOUT WARRANTY

Buyer:

Kendall County Animal Control
 802 John St
 Yorkville, Illinois, 60560

Contact:

Laura Pawson
 802 John St
 Yorkville, IL, 60560
 Phone: (630) 553-9258
 Fax:
 Email: lpawson@co.kendall.il.us

Ship To Address:

802 John St 802 John St
 YORKVILLE, IL 60560 US
Delivery Date (on or about):
01/31/2019

Unit Description and Pricing	Quantity	Price	Extended
40x10 Mobile Office (36x10 Box) Unit Number:	1	\$4,800.00	\$4,800.00
Total Purchase Price Including Delivery & Installation (if applicable)* :			\$4,800.00

*All prices exclude applicable taxes.

Comments

Serial # AMO-29412

Summary of Charges

Model: MO4010	QUANTITY: 1	Total Charges for (1) Building(s): \$4,800.00
----------------------	--------------------	---



Williams Scotsman, Inc.
1425 Gifford Road
Elgin IL 60120-7307

Your Williams Scotsman Representative
Tracey Lipinle
Territory Sales Manager

Contract Number: 996347
Revision: 1
Date: January 25, 2019

Phone: (847)488-1334 Ext.
Fax: 0
Email: tlipinl@willscot.com
Toll Free: 800-782-1500

Payment Terms

Sales Percent Down: 50%
Sales Percent Pre Delivery: 0%
Sales Percent Net: 50%

Sales Percent Net Days: 0 days
Credit Terms: 50% due upon placement of order; 50% due upon delivery; subject to credit review.

Acknowledgement

This Sales Agreement (the "Agreement") is made on , by and between Williams Scotsman, Inc., a Maryland corporation, doing business at 901 S Bond Street Suite 600, Baltimore, Maryland 21231 ("Seller") and Kendall County Animal Control ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any Addenda to this Agreement (hereinafter collectively referred to as the "Equipment"), for the purchase price and payment terms shown above and subject to the terms and conditions set forth herein and on the following pages of this Agreement and as detailed on the Addenda to this Agreement. The Agreement and the Addenda together form the "Contract Documents". The Addenda are as follows and are an integral part of this Agreement.

Addenda: No addenda are included with this document

*All prices exclude applicable taxes.

By its signature below, Buyer hereby acknowledges that it has read and agrees to be bound by the Seller's Sales Agreement Additional Terms and Conditions (7-26-13) located on Seller's internet site (<http://www.willscot.com/terms>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Seller subject to the terms therein.

EXCLUSIONS OF ALL WARRANTIES:

AS ACKNOWLEDGED AND AGREED BY THE UNDERSIGNED BUYER, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND THAT THE SALE IS "AS IS" AND "WITH ALL FAULTS." FURTHERMORE, WILLIAMS SCOTSMAN IS PROVIDING NO WARRANTIES AND MAKES NO REPRESENTATIONS WITH REGARD TO THE CONDITION OF THE SUBJECT MODULAR BUILDING.

Buyer's Initials

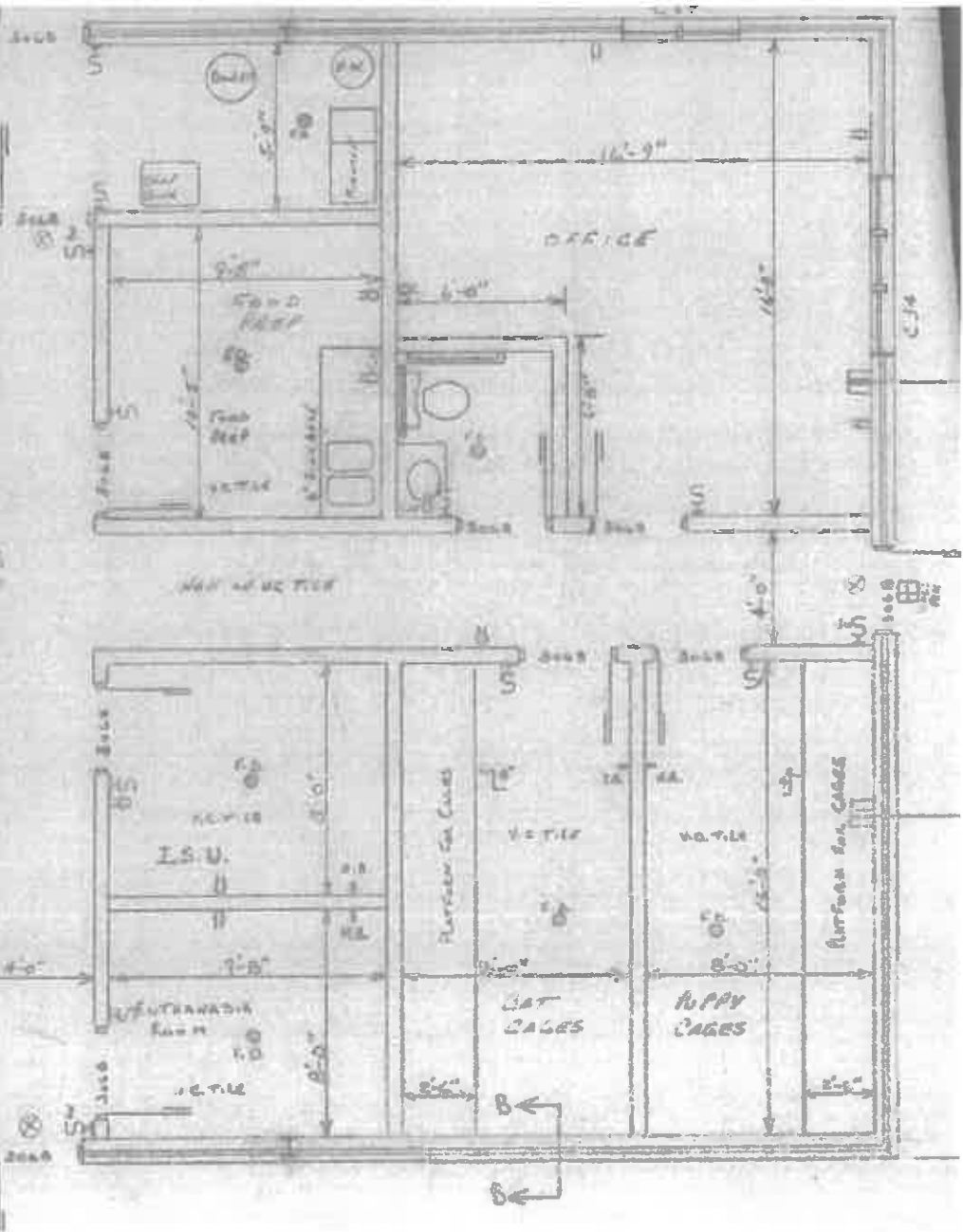
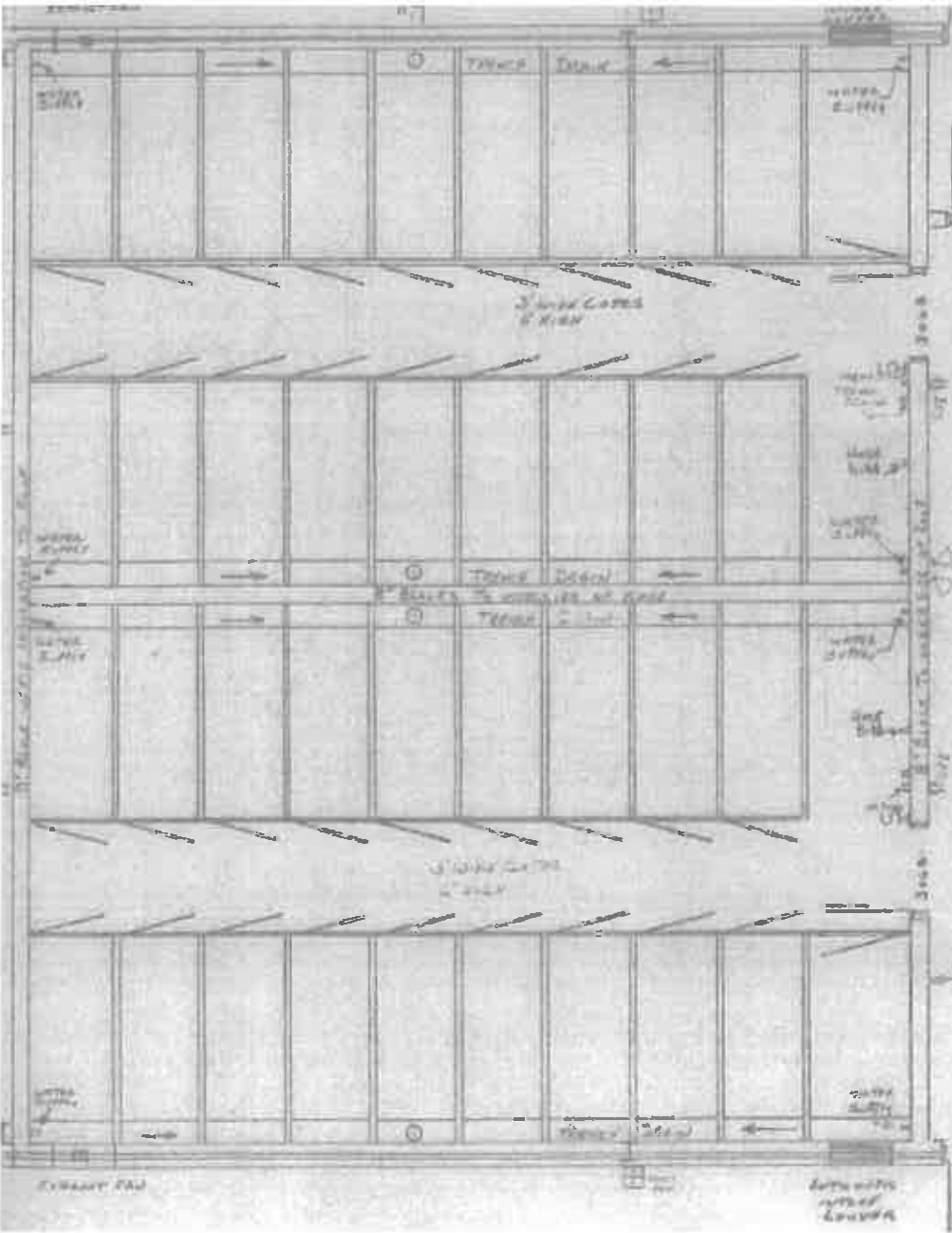
Signatures	
BUYER (Name): Kendall County Animal Control	SELLER: Williams Scotsman, Inc.
Signature:	
Print Name:	
Title:	
Date:	
PO#	

PLEASE RETURN SIGNED AGREEMENT TO: BALLeases@willscot.com

Williams Scotsman now issues paperless invoices via email, an efficient, convenient & environmentally friendly process. Go green and provide us with the proper email address for your invoices.

AP Email:

No thanks. Please mail my invoices to: 802 John St Yorkville, Illinois, 60560	
---	--



(510 ILCS 5/3) (from Ch. 8, par. 353)

Sec. 3. The County Board Chairman with the consent of the County Board shall appoint an Administrator. Appointments shall be made as necessary to keep this position filled at all times. The Administrator may appoint as many Deputy Administrators and Animal Control Wardens to aid him or her as authorized by the Board. The compensation for the Administrator, Deputy Administrators, and Animal Control Wardens shall be fixed by the Board. The Administrator may be removed from office by the County Board Chairman, with the consent of the County Board.

The Board shall provide necessary personnel, training, equipment, supplies, and facilities, and shall operate pounds or contract for their operation as necessary to effectuate the program. The Board may enter into contracts or agreements with persons to assist in the operation of the program and may establish a county animal population control program.

The Board shall be empowered to utilize monies from their General Corporate Fund to effectuate the intent of this Act.

The Board is authorized by ordinance to require the registration and may require microchipping of dogs and cats. The Board shall impose an individual dog or cat registration fee with a minimum differential of \$10 for intact dogs or cats. Ten dollars of the differential shall be placed in a county animal population control fund. All persons selling dogs or cats or keeping registries of dogs or cats shall cooperate and provide information to the Administrator as required by Board ordinance, including sales, number of litters, and ownership of dogs and cats. If microchips are required, the microchip number may serve as the county animal control registration number.

In obtaining information required to implement this Act, the Department shall have power to subpoena and bring before it any person in this State and to take testimony either orally or by deposition, or both, with the same fees and mileage and in the same manner as prescribed by law for civil cases in courts of this State.

The Director shall have power to administer oaths to witnesses at any hearing which the Department is authorized by law to conduct, and any other oaths required or authorized in any Act administered by the Department.

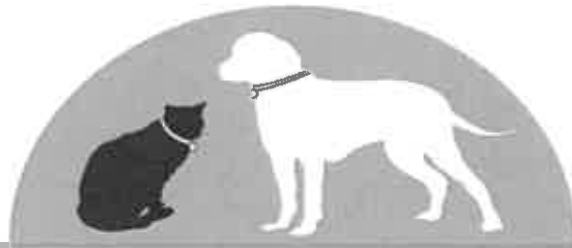
This Section does not apply to feral cats.

(Source: P.A. 100-405, eff. 1-1-18; 100-787, eff. 8-10-18.)

(510 ILCS 5/3.5)

Sec. 3.5. County animal population fund use limitation. Funds placed in the county animal population control fund may only be used to (1) spay, neuter, vaccinate, or sterilize adopted dogs or cats; (2) spay, neuter, or vaccinate dogs or cats owned by low income county residents who are eligible for the Food Stamp Program or Social Security Disability Benefits Program; or (3) spay, neuter, and vaccinate feral cats in programs recognized by the county or a municipality. This Section does not apply to a county with 3,000,000 or more inhabitants.

(Source: P.A. 100-405, eff. 1-1-18; 100-870, eff. 1-1-19.)



KENDALL COUNTY
ANIMAL CONTROL

Financial Statements FY19
December 2018

KENDALL COUNTY ANIMAL CONTROL
Statement of Revenues And Expenditures
12/1/2018

	CURRENT YEAR				PRIOR YEAR	VARIANCE
	FY19 Budget	December Actual	YTD Actual	YTD Percent of Budget	12/1/17 YTD	FY19 YTD v. FY18 YTD
Animal Control Fund #350						
REVENUE						
Rabies Tags Sold	\$ 195,000	\$ 7,815	\$ 7,815	4.0%	\$ 12,851	(5,036)
Fines & Fees (Total)	28,000		-		2,470	(2,470)
Donations	5,000	170	170	3.4%	125	45
Intact Registration Fee	10,000	1,045	1,045	10.5%	685	360
Miscellaneous	300		-			
Total Revenue	\$ 238,300	\$ 9,030	\$ 9,030	3.8%	\$ 16,131	\$ (7,101)
EXPENDITURE						
Salary - Animal Control Warden	\$ 50,219	\$ 3,844	\$ 3,844	7.7%	\$ 3,787	\$ 57
Salary - Assistant Warden	30,597	260	260	0.9%	2,307	(2,047)
Salary - Other	58,092	2,218	2,218	3.8%	3,532	(1,314)
Salary - Administrator	6,500	500	500	7.7%	500	
Overtime	1,500					
Supplies	1,500	68	68	4.6%		68
Postage	1,400	7	7	0.5%	70	(63)
Training	1,500		-			
Telephone & Pager	250	23	23	9.2%	404	(381)
Equipment	3,500		-		233	(233)
Vehicle Expense & Gasoline	2,200	81	81	3.7%	38	45
Uniforms	750		-			
Volunteers/Public Relations	1,000		-		428	(428)
Rabies Tags	2,500	2,008	2,008	80.3%	181	1,827
Transportation, Board & Care	10,000		-		363	(363)
Observation/Disposal	500		-			
Microchips	2,000		-			
Capital Expenditures	2,500		-		163	(163)
Total Operating Expenditure	\$ 176,508	\$ 9,009	\$ 9,009	5.1%	\$ 12,004	\$ (2,995)
TRANSFERS OUT						
Transfer to General Fund	\$ 60,078	\$ 1,955	\$ 1,955	3.3%	\$ 710	\$ 1,245
Transfer to IMRF Fund	11,000	540	540	4.9%	2,500	(1,960)
Transfer to Building Fund	10,000					
Transfer to SS Fund	11,000	450	450	4.1%		450
Total Transfers Out	\$ 92,078	\$ 2,945	\$ 2,945	3.2%	\$ 3,210	\$ (265)
Total Expenditure & Transfers Out	\$ 268,586	\$ 11,954	\$ 11,954	4.5%	\$ 15,214	\$ (3,260)
Total Revenue Over/(Under) Expenditure	\$ (30,286)	\$ (2,924)	\$ (2,924)		\$ 917	\$ (3,841)

**KENDALL COUNTY ANIMAL CONTROL FUND #350
FUND (CASH) BALANCE
FY 2019**

MONTH	FY19 Monthly REVENUE OVER/(UNDER) EXPENSES	FY19 FUND (CASH) BALANCE	FY18 Monthly REVENUE OVER/(UNDER) EXPENSES	FY18 FUND (CASH) BALANCE
Beginning Fund (Cash) Balance		\$ 185,793		\$ 185,196
December-18	\$ (2,924)	182,869	\$ 917	186,113
January-19		182,869	26,202	212,314
February-19		182,869	(5,972)	206,342
March-19		182,869	(7,556)	198,787
April-19		182,869	12,308	211,095
May-19		182,869	3,894	214,989
June-19		182,869	(2,039)	212,950
July-19		182,869	11,406	224,356
August-19		182,869	8,422	232,779
September-19		182,869	(2,515)	230,263
October-19		182,869	10,768	241,031
November-19		182,869	(55,238)	185,793
Fund (Cash)	\$ (2,924)		\$ 597	
YTD Fund Balance		\$ 182,869		\$ 185,793

**KENDALL COUNTY ANIMAL CONTROL FUND #350
VOUCHERS PAID
December-2018**

LINE ITEM	VENDOR	DESCRIPTION	AMOUNT
3502-000-6200	SUPPLIES		
	First National Bank of Omaha	Office Supplies	\$ 68.19
			\$ 68.19
3502-000-6201	POSTAGE		
	First National Bank of Omaha	Postage - certified	6.79
			6.79
3502-000-6207	TELEPHONE & PAGER		
	Sprint	Cellular Phone	10.69
	Sprint	Cellular Phone	12.41
			23.10
3502-000-6217	VEHICLE EXPENSE & GASOLINE		
	Kendall County Highway	Gas	81.22
			81.22
3502-000-6896	RABIES TAGS		
	Ketchum Mfg	Rabies Tags Purchase	2,008.26
			2,008.26
TOTAL			\$ 2,187.56

KENDALL COUNTY ANIMAL CONTROL
Statement of Revenues And Expenditures
12/1/2018

Animal Control Capital Fund #340

	FY19 Budget	December Actual	YTD Actual	YTD Percent of Budget	Fund Balance	
Beginning Balance	\$ 142,293		\$ 142,293		FY10	\$70,000
					FY11	87,789
					FY12	41,082
Revenue					FY13	46,762
Other Revenue	-	-	-	-	FY14	51,681
Total Revenue	-	-	-	-	FY15	69,276
					FY16	125,571
Expenditure					FY17	134,712
Expense - Building Improvements	48,100	621	621	1.3%	FY18	142,293
Total Expenditure	48,100	621	621	1.3%	FY19	141,672
Transfers In						
Transfers In - from Animal Control Fund	10,000	-	-	-		
Total Transfers In	10,000	-	-	-		
Ending Balance	\$ 104,193	\$ (621)	\$ 141,672			

Animal Medical Care Fund #341

	FY19 Budget	December Actual	YTD Actual	YTD Percent of Budget	Fund Balance	
Beginning Balance	\$ 26,165		\$ 26,165		FY13	\$250
					FY14	21,935
					FY15	33,497
Revenue					FY16	32,810
Donations & Receipts	1,000	-	-	0.0%	FY17	32,325
Total Revenue	1,000	-	-	0.0%	FY18	26,165
					FY19	25,341
Expenditure						
Animal Medical Care Expenses	3,000	823	823	27.4%		
Heartworm Testing	600	-	-	0.0%		
FelLuk/FIV Testing	750	-	-	0.0%		
Total Expenditure	4,250	823	823	19.4%		
Ending Balance	\$ 22,915	\$ (823)	\$ 25,341			

**KENDALL COUNTY ANIMAL CONTROL
Statement of Revenues And Expenditures
12/1/2018**

State Pet Population Control Fund #860

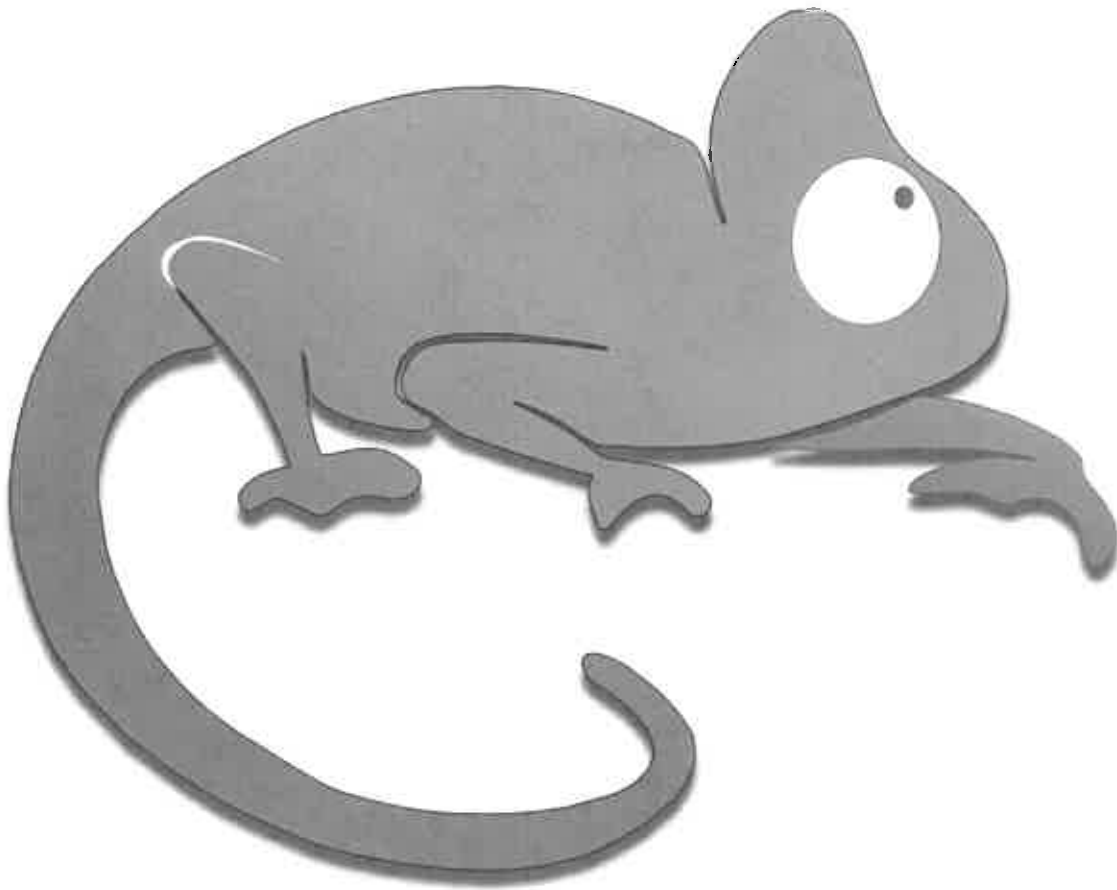
	FY19 Budget	December Actual	YTD Actual	YTD Percent of Budget	Fund Balance	
Beginning Balance	\$ 12,375		\$ 12,375		FY10	\$915
					FY11	780
					FY12	1,980
Revenue					FY13	110
Dogs Running at Large Fee	1,500			0.0%	FY14	5,865
Dangerous Dog Fee					FY15	7,990
Vicious Dog Fee					FY16	9,830
Impoundment					FY17	11,315
Dog Bites					FY18	12,375
Total Revenue	1,500	-	-	0.0%	FY19	12,375
Expenditure						
Transfer to County Animal Population Control Fund	12,375					
Remittance to State of IL	-					
Total Expenditure	12,375	-	-			
Ending Balance	\$ 1,500	\$ -	\$ 12,375			

Animal Population Control Fund #870

	FY19 Budget	December Actual	YTD Actual	YTD Percent of Budget	Fund Balance	
Beginning Balance	\$ 108,859		\$ 108,859		FY10	\$29,314
					FY11	46,246
					FY12	60,939
Revenue					FY13	84,358
Fees	12,000	1,210	1,210	10.1%	FY14	71,549
Total Revenue	12,000	1,210	1,210	10.1%	FY15	83,094
Expenditure					FY16	97,935
Spay/Neuter Adopted Dogs/Cats	4,500	914	914	20.3%	FY17	106,508
Spay/Neuter Targeted Dogs/Cats	5,000			0.0%	FY18	108,859
Total Expenditure	9,500	914	914	9.6%	FY19	109,155
Transfers In						
Transfer from State Pet Population Control Fund	12,375					
Total Transfers In	12,375	-	-			
Ending Balance	\$ 123,734	\$ 297	\$ 109,155			

Chameleon

Software Solutions



800-459-8376 x 1

www.chameleonbeach.com

sales@chameleonbeach.com

Chameleon

Software Solutions by HLP, Inc.

Chameleon/CMS

Chameleon/CMS is an Integrated Shelter Case Management System to help you with all activities at your facility, including: shelter management, licensing, field operations, cashiering, and veterinary record-keeping. Included industry-leading mapping, barcoding, and automation tools will further help you streamline operations.

Behind the technology is a staff with extensive combined experience in technology and animal shelter operations eager to assist you. Chameleon/CMS helps you manage and track:

People

- Staff & Volunteers
- Veterinarians
- Rescue groups
- Complete history
- Training
- Profiles
- Adoption Interviews

License

- Individual or batch entry
- Monthly/yearly
- Differential pricing
- Quick record look up
- Vaccinations
- Simple renewal process

Donor

- Solicitation
- Campaign management
- Contact tracking
- Notices & donation acknowledgement

Automatic Email

- Send alerts on data errors
- License Renewals
- Rescues with animals available for rescue

Animals

- Permanent record
- Photos
- Behavior profiles
- Complete history
- National pet website
- Auto upload to multiple animal search websites

Field

- Calls for service
- Citations
- Bite reporting
- Field staff dispatching
- Shift control and tracking
- Laptop Implementation
- Case photos

Finance

- Fee calculation & payment receipting
- Debt tracking
- Refund processing
- Cash drawer tracking
- Inventory tracking
- Transaction audit history

Additional Features

- Mapping
- Security controls
- Error checking

Kennel

- Intake & outcome
- Lost & found
- Foster care
- Narrative memo
- Visual kennel management
- Robust search capabilities

Clinic

- Medical history
- Treatments
- Medications
- Spay/neuter
- Barcode tasks
- Disease tracking

Reports

- 40+ included, hundreds more available
- Ad hoc options
- Automated statistics
- Charts & graphs
- Notices

Scanning

- Change statuses
- Outcome animals
- Enter regular treatment records
- Barcode kennel inventory

Chameleon/CMS is a SQL database system using the latest in client/server network technology. It operates under Microsoft Windows to manage and track all the data for any animal care facility, large or small.



Chameleon

Software Solutions by HLP, Inc.

Chameleon Add-Ons

The following products are included with Chameleon at no additional cost. Some may require assistance from HLP for installation or configuration.

KnowledgeRocket

This is an application that transfers data between the shelter's database and HLP's. This is most commonly used to have information about animals at the shelter displayed on PetHarbor. KnowledgeRocket is a small .NET application that uses strong encryption when sending data via http protocol. It runs via Windows Task Scheduler and can keep information on the web current automatically. This frees staff up from having to update websites manually.

PostMaster

Email is one of the fastest way to communicate information to others when they aren't immediately available. PostMaster generates email based on data in the database and sends that email to an individual or group of individuals. Email can be about anything from letting a staff person know they made a mistake when storing a record; to emailing your local rescue groups that animals are available for adoption or rescue; to emailing patrons that their pet's license needs to be renewed.

Chameleon Mailbox

If you have volunteers that take pictures or write up a blurb on a pet, you can use Chameleon Mailbox to receive email from the volunteers (or staff!) with that information. Mailbox will store that data in Chameleon automatically. This keeps volunteers from having access to Chameleon and frees up staff from having to do the data entry for them. This requires a POP3 email account that is dedicated for this purpose. All email received is processed and deleted, or deleted outright if it doesn't fit the correct format.

QuickKennel

Every shelter needs to verify their kennel inventory. This can be a time-consuming task as the shelter worker compares what is on a piece of paper to what is in the kennel. We've simplified this task by using an Opticon OPN2001 scanner (about the size of a credit card) and bar codes. The user scans the bar code for the kennel number and then the bar code for each animal in the cage. Once all kennels are scanned, plug the scanner in to the computer and click a button to update the location of all the animals. This can also be used to complete treatments, change kennel statuses, and update the euthanasia list.



Checker and Address Verify

It is critical that staff enter addresses correctly for many reasons. We make use of the Checker table and the Address Verify preference in Chameleon to help reduce errors. Address data can be collected either from your GIS department or from the US Postal Service. With Address Verify turned on, whenever a record with an address is updated or stored, Chameleon checks the Checker table to confirm the values, corrects them if there is a listing and the user has entered something incorrectly, and then does the update or store. Having a correct address reduces costs incurred when sending out mailings to the wrong address or collecting geo data.

Chameleon GeoCoder

Any record with an address can be geocoded. GeoCoder will grab the address information and either collect the latitude and longitude information from the Checker table (if it exists there) or from GeoCode.Farm and updates the record. Once records are geocoded, the user can click the map icon to pop up a Google Maps window with the location of that address. This is very helpful, particularly for officers trying to get to a call.

MapExplorer

Once your records have been geocoded, you can use MapExplorer to pull up a Google Earth map with an overlay based on data in the database. You can see at a glance where your strays have come from. Want to know where your adopters come from? Take a look and you know where to send your adoption van!



Chameleon

Software Solutions by HLP, Inc.

Current Price List

Chameleon Products: one-time fees:

Chameleon/CMS software license	\$12,000
- Discount for direct purchase (no contract or RFP)	\$2,200 discount to \$9,800
Chameleon Quick Kennel & Postmaster	\$0 with CMS license
Chameleon Public Access license (a \$9,800 value)	\$0 with CMS license
PaWWW Kiosk (software only)	\$600
PetHarbor website (public access to available animals with automatic uploads to other websites)	\$0 with CMS license
Sales tax in AZ, CA, CO, FL, IL, KS, NM, RI & UT	Local rates or exemption number

Required Annual License Fees: covering support and maintenance

Chameleon/CMS	per unit	max cost per client
- server	\$960	\$960
- workstations including mobile stations	\$960	\$23,040 (24+workstations)
Chameleon Public Access		
- PaWWW Kiosk	\$960	
- WebChameleon Server License	\$2,880	
- WebChameleon (each concurrent license)	\$960	

Chameleon Services

Services	Daily Rates
Data Conversion (data required for analysis)	\$600
Software Tuning & Training, onsite (All expenses included)	\$900/\$1,000 (AK and HI)/\$1,200 (Canada)

Requirements

Prior to the installation of Chameleon, you must have the following (available through 3rd parties for purchase):

- Microsoft Windows installed on a server.
- Microsoft SQL Server installed on a server.
- Crystal Reports installed on at least one workstation.

Delivery and Terms

All software installed remotely through telecommunications.

Services are offered at available times on HLP calendar, after Purchase Order is received.

Payment is due within 30 days of invoice date with late fees accruing after 60 days.

Products billed when installed. Services billed after provided. All payment in US dollars only.

Prices are subject to change without notice.



Chameleon

Software Solutions by HLP, Inc.

Support & Maintenance Calculation

The annual charges for Support & Maintenance of Chameleon/CMS Software are required to maintain a license for the product. Workstations are identified in the following manner:

- Workstation covered under Support and Maintenance: Any computer with Chameleon installed that is available for staff use.
- Workstations not covered under Support and Maintenance: Any computer with Chameleon installed for the exclusive use of report writing, querying the data, training, or technical support.
- The server housing the Chameleon database is counted as one workstation.

There is no lock-out mechanism in Chameleon/CMS that limits the number of concurrent users. As workstations are added, sites are expected to increase their workstation count with HLP. Reassessment of the number of workstations can be made at any time.

Each workstation and server covered under Support and Maintenance are charged an annual fee with an unlimited license available when the count reaches 25.

Fees will be billed annually at the beginning of your service. We may also bill quarterly or monthly upon arrangement.



Chameleon

Software Solutions by HLP, Inc.

Network Recommendations

Chameleon can run on a single workstation or on a network with hundreds of workstations. The recommendations below are minimum recommendations. We currently support released and supported versions of the recommended software. Note that you will need one copy of Crystal Reports. Contact us for specific recommendations for your facility.

Hardware

Server (1-20 users):

- Fastest Processor
- 4 GB Memory minimum
- (2) 300 GB SATA Hard Drives
- RAID Controller (RAID 1)
- 100/1000 Network Card

Server (21-50 users):

- Fastest Processor
- 8 GB Memory minimum
- (3) 300 GB SAS Hard Drives
- RAID Controller (RAID 5)
- 100/1000 Network Card

Workstations:

- 2GHz CPU or better
- 1 GB Memory
- 80 GB Hard Drive
- 10/100/1000 Network Card

Laptops:

- 1 GHz CPU or better
- 1 GB Memory
- 80 GB Hard Drive
- 10/100/1000 Network Card
- Wireless Internet Card

Other:

- High speed Internet access
- Printers
- Webcam and/or digital camera (initial webcam provided)
- Barcode and/or ID scanner (contact us for individual recommendations)

Software

Server:

- Microsoft Windows Server 2008 R2
- SQL Server 2008 R2 Standard Edition
- Backup system with software

Workstations/Laptops:

- Microsoft Windows 7 or 8

Report Writer:

- Crystal Reports, version XI or better (required)



Chameleon

Software Solutions by HLP, Inc.

Online Licensing Services

HLP, Inc. uses state-of-the-art tools and techniques that have made us the unrivaled Industry leader in animal licensing technology. Licensing is often a revenue resource for your agency, and Chameleon/CMS contains a full suite of tools to effectively manage your licensing program while increasing compliance. Complete tracking of new and existing license records, easy analysis to identify unlicensed animals, license renewal notice production via mail or email, and the ability to utilize barcode automation to speed up your license processing are a few of the ways Chameleon/CMS can help supercharge your licensing program.

If you're looking for help shouldering the burden of high-volume payment processing and repetitive data entry tasks we also offer additional services to help lighten the load. What we do saves you time and money, and our time-tested procedures can actually generate more revenue for the shelter while making the licensing process more convenient than ever for your customers.

- **WebLicensing** – Today people expect to be able to pay for things online, and an animal license is no different. WebLicensing allows patrons to purchase new or renew existing animal licenses online with a guided process to minimize errors that require follow-up by your staff. The service is configured to incorporate your agency's licensing rules with all funds from license sales deposited directly into your bank. Also included is WebDonation, which allows patrons to make donations as part of the licensing process or as a standalone contribution to one or more funds. All of the data is then integrated seamlessly and effortlessly back into your Chameleon/CMS shelter management software. The best part? This all happens at a massive cost savings compared to your current mailed in or over the counter license purchases.
- **Vet Import/Image Entry** – Do you have local veterinarians reporting rabies vaccination information to your agency? Or maybe there are outside parties that sell licenses on your behalf? These companion services can help get these records integrated with the rest of your licensing data in Chameleon/CMS with minimal effort, allowing you to leverage them for better program compliance and increased revenue for your agency. For outside parties that can export data from their own software package, Vet Import automatically turns it into Chameleon/CMS records. For outside parties that are still sending you paper forms, Image Entry allows you to batch scan them and send to us for data entry professionals to do the keypunching for you. In the end you get all of your data in the same place to accomplish your goals without your staff having to do the entry themselves.



Chameleon

Software Solutions by HLP, Inc.

About Us

HLP, Inc. is the leading provider of animal shelter software. We are a privately held corporation with offices in Arizona, California, Colorado, Florida, Illinois, New Mexico, and Utah. We have been providing systems analysis and design, project management, custom software development and support, hardware installation, and training programs for animal sheltering facilities and governmental agencies since 1984.

Experience

Our staff are experienced in the needs of animal shelters, whether they are governmental agency or a non-profit. Having worked in shelters ourselves, we are highly attuned to the issues and concerns our clients are facing.

Innovation

We are always looking for ways to improve our software and the client experience. We were the first to automate the process of uploading pet information to the web. We were the first to incorporate on-line pet licensing with the local computer software. We automated dog kennel inventory by making use of bar codes. We continue to work to find faster, better ways to automate those repetitive tasks shelter workers do every day.



HLP, INC. PRICE QUOTE #012819

Kendall County
802 W John St
Yorkville, IL 60560

Item	Price	Qty	Amount	Totals
CHAMELEON PRODUCTS :				
Chameleon/CMS Software License	\$12,000	1	\$12,000	
- DISCOUNT for direct purchase (no RFP/Contract)	(\$2,200)	1	(\$2,200)	
Chameleon Public Access Software License	\$9,800	1	fee waived	
- ChamCam Plus imaging package	\$150	1	fee waived for first package	
PRODUCTS TOTAL (shipping included)				\$9,800
Chameleon/CMS Software annual fee				
- limited to a single server & 5 workstations	\$960	6	\$5,760	
Chameleon Public Access Software annual fee				
SUPPORT & MAINTENANCE TOTAL				\$5,760
LICENSING SERVICES				
WebLicensing	\$10,000	1	\$10,000	
WebLicensing Annual (see attached estimate for details)	\$3,840	1	\$3,840	
WebLicensing transaction fees	\$0.35		not bid	
Total Licensing				\$13,840
COMPUTER SERVICES :				
Software Tuning & Training per day (on site) Includes travel time	\$900	5	\$4,500	
SERVICES TOTAL (all expenses included)				\$4,500
TOTAL PRICE QUOTE				\$33,900.00
<i>DELIVERY: Software is installed remotely ASAP after P.O. received. No magnetic media is shipped.</i>				
<i>Services are offered at available time on HLP calendar, after P.O. received.</i>				
<i>TERMS: Payment is due 30 days of Invoice date. Products billed when shipped, Services billed as provided.</i>				
Microsoft Windows 2000 Server, Microsoft SQL Server, latest edition and Crystal Report Writer professional, latest edition				
must be purchased and pre installed locally.				

HLP, INC
9888 W Bellevue Ave #110
Lisle, Co. 60123
866-844-3924 fax

TO: Matthew Kinsey
mkinsey@co.kendall.il.us

From: Robin Kee
Robin@chameleonbeach.com
(800) 459-8376
Date 1/28/19
Price set for 90 days

RETURN TO: Dewberry Engineers Inc.
401 SW Water Street, Suite 701
Peoria, IL. 61602-1530
309.282.8000 phone | 209.282.8001 fax

CLIENT: Jim Smiley-Director of Facilities-Kendall County
804 W. John Street, Suite B
Yorkville, IL. 60560-9271

PROJECT INFORMATION

Name: Kendall County-Animal Control HVAC Upgrade

Dewberry Job #: To Be Determined

Dewberry PM: Craig Clary

Dewberry BU: 2786

Contract Effective Date: 1/29/2019

Contract Expiration: 5/28/2019

Client Number: 464141

Dear Mr. Smiley,

Dewberry Engineers Inc. is pleased to provide this proposal for evaluation of the HVAC systems and associated Electrical systems of the Kendall County Animal Control facility, and design services for replacement of the HVAC systems. Dewberry Engineers Inc. ("Dewberry") is committed to Kendall County, and we will make available the appropriate resources to complete this valuable effort. Below is our understanding of the request and a proposed Scope of Services.

Project Understanding

It is our understanding that the scope of this project is the design of new 100% Outside Air unit to cool and heat the kennel area. The project also includes the replacement of the current furnace for the Animal Control facility, along with any Natural Gas and Electrical service upgrades required to support the new systems. As the design team, it will be our responsibility to perform a site evaluation of the existing facilities and provide recommendations determined as necessary to achieve a more effective HVAC system. After the site evaluation visit, Dewberry will provide design services to replace and upgrade the HVAC and Electrical systems as required.

A. Method of Payment and Contract Amount

Client shall deliver a retainer to Dewberry of \$1347.00 as a condition precedent to Dewberry rendering services. The retainer is not in addition to the fee estimate or contract amount. Dewberry is entitled to apply the retainer to invoices as they become past due or to hold the retainer, if it elects to do so, until Dewberry concludes its services before applying the retainer to any past due invoices. Dewberry has sole discretion to apply the retainer to whichever past due invoices it elects. Client will, at Dewberry's request, replenish the retainer amount as a condition precedent to Dewberry rendering further services.

Total Lump Sum fee for Dewberry's Services: \$13,470.00 in accordance with the terms as included in the Attachments to this Agreement

The standard billing rate schedule (Attachment A, 7/23/2018) are attached hereto and made a part of this Agreement.

B. Terms and Conditions

The standard terms and conditions (Attachment B Standard Terms and Conditions, dated 1/17) for Dewberry's Services are attached hereto and made a part of this Agreement.

C. Description of Services

Design services included in this proposal are as follows:

A. Site Evaluation of Existing Services (HVAC and Electrical)

1. One trip to the site to evaluate operating systems and determine any locations for new equipment/services that may need to be placed in new locations.
2. County to supply Amp reading from the main service showing maximum electrical loads (with everything turned on)

3. Tasks

- a. Development of 90% Construction Documents. (Using County supplied CADD backgrounds)
- b. Attendance at CD review meeting (via teleconference)
- c. Finalize Construction Documents
- d. Submit final CD's to the County for processing Out to Bid to contractors.
- e. Attend Pre-Bid meeting for Construction bidders.
- f. Review of Design submittals provided by the contractor.
- g. Attend construction meeting as needed via teleconference.
- h. Perform one trip for Construction Administration services to verify final installation of the new services in compliance with the Construction Documents.

Authorized Signatures

DEWBERRY

CLIENT

David J. Evers

Date: 1/29/19

Date: _____

David J. Evers, Business Unit Manager

Dewberry

Print exact company or firm name

Billing address

Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
Professional	
Principal	\$280.00
Architect I,II,III	\$95.00, \$100.00, \$115.00
Architect IV,V,VI	\$130.00, \$145.00, \$165.00
Architect VII,VIII,IX	\$185.00, \$200.00, \$220.00
Interior Designer I,II,III,IV	\$85.00, \$95.00, \$110.00, \$150.00
Engineer I,II,III	\$100.00, \$110.00, \$125.00
Engineer IV,V,VI	\$140.00, \$160.00, \$180.00
Engineer VII,VIII,IX	\$200.00, \$215.00, \$235.00
Professional I, II, III	\$95.00, \$110.00, \$125.00
Professional IV, V,VI	\$140.00, \$155.00, \$170.00
Professional VII, VIII, IX	\$190.00, \$215.00, \$235.00
Technical	
Geographer/GIS I,II,III	\$85.00, \$95.00, \$110.00
Geographer/GIS IV,V,VI	\$120.00, \$135.00, \$150.00
Geographer/GIS VII,VIII,IX	\$160.00, \$200.00, \$225.00
Designer I,II,III	\$100.00, \$115.00, \$135.00
Designer IV,V,VI	\$150.00, \$175.00, \$200.00
CADD Technician I,II,III,IV	\$70.00, \$85.00, \$95.00, \$120.00
Surveyor I,II,III	\$60.00, \$70.00, \$80.00
Surveyor IV,V,VI	\$100.00, \$105.00, \$120.00
Surveyor VII,VIII,IX	\$140.00, \$165.00, \$185.00
Technical I,II,III	\$70.00, \$85.00, \$105.00
Technical IV, V, VI	\$115.00, \$130.00, \$150.00
Construction	
Construction Professional I,II,III	\$120.00, \$135.00, \$160.00
Construction Professional IV,V,VI	\$160.00, \$200.00, \$225.00
Inspector I,II,III	\$80.00, \$100.00, \$115.00
Inspector IV,V,VI	\$135.00, \$145.00, \$160.00
Administration	
Admin Professional I,II,III,IV	\$85.00, \$95.00, \$100.00, \$125.00
Non-Labor Direct Costs	Cost + 15%

** Company Confidential and Proprietary

**ATTACHMENT B
STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness and completeness of any document which was prepared by another entity.
 - b. The correctness and completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
 - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. Site safety or construction quality, means, methods, or sequences.
 - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
 - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
 - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

Our Services shall not be construed as providing legal, accounting, or insurance services.

3. **Your Oral Declarations.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven (7) days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. You shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1 ½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due, or claimed to be due for any reason.

If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.

9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance with our applicable hourly rate schedule.

11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
12. **Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
 - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
 - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
 - c. If we reject the claim, we shall give you written notice of such rejection within 30 days of our receipt of the notice of claim from you. You shall then have 60 days within which to furnish us with an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to furnish us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
 - d. We shall have 60 days from receipt of the written opinion of your expert within which to reevaluate any claim asserted by you. If we again reject such claim, or if the 60 day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may, or will, involve or be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify and hold us harmless from liability, loss and damages of any nature, including actual attorney's fees and related costs and expenses, arising out of claims made against us that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, except that we are permitted to transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement shall not confer any benefit or right upon any person or entity other than you, us and our partners, members, managers, directors, officers, employees, agents and subcontractors. Our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and shall be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement. Despite anything in this Paragraph 16 to the contrary, we may employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services and we may assign our right to receive compensation under this Agreement.
17. **Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability.** Our liability for any loss, property damage or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with our services, or our partners, members, managers, directors, officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
21. **Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
22. **Indemnification.** You agree to indemnify and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

Scott Koepfel

From: Anne K. Knight
Sent: Thursday, December 27, 2018 11:25 AM
To: Scott Koepfel; Amy Cesich
Cc: Leslie Johnson; Lauren M. Van Diggelen
Subject: New Animal Control Related Laws

Amy and Scott,

The following Animal Control related Public Acts take effect on January 1, 2019. The majority of these Public Acts do not require any immediate action by the County. The only exceptions are 1) the foster home permitting requirement in Public Act 100-870, however, as I noted earlier this month, I suspect the Department of Agriculture can provide direct guidance on this; and (2) the fee distribution changes in Public Act 100-787, which simply permits the County to retain the portion of the fee that previously went to the State. I have notified Jill Ferko of this change.

- **Public Act 100-870** makes the following changes: (The Information about this Public Act was included in my 12/11/18 email to Scott).
 - The Animal Welfare Act has been amended to require animal control facilities to issue foster home permits. 225 ILCS 605/2. The Department of Agriculture oversees the pet foster home permitting process, so I don't believe the County would have to develop policies, procedures or forms related thereto. I suspect that can all be obtained from the Department of Agriculture.
 - The duties of the Administrator under the Animal Control Act are amended to include the following:
The duty may include return, adoption, transfer to rescues other animal shelters, and any other means of ensuring live outcomes of homeless dogs and cats and through sterilization, community outreach, impoundment of pets at risk and any other humane means deemed necessary to address strays and ensure live outcomes for dogs and cats that are not a danger to the community or suffering irremediably.
510 ILCS 5/5. Without mandating live outcomes, this new language suggests an animal control facility must make concerted efforts to avoid euthanizing dogs and cats that are not a danger or suffering irremediably.
 - Consistent with this asserted policy preference for live outcomes, the Public Act amends section 11 of the Animal Control Act which previously required euthanization of animals for which there was no available placement. Under the new language, "the animal *may* be humanly dispatched pursuant to the Humane Euthanasia in Animal Shelters Act." 510 ILCS 5/11 (emphasis added).
- **Public Act 100-787** amends the animal safety fine distribution language in the Animal Control Act. Previously, portions of certain pet safety fines were to be distributed to the State Pet Population Control Fund. As a result of the modifications in this Public Act, that money is now to be retained by the County in the County animal control fund or the County pet population control fund.
- **Public Act 100-740** adds provision c-10 to section 3.01 of the Humane Care for Animals Act to clarify the authority of law enforcement to take temporary custody of a dog or cat exposed to life-threatening conditions due to extreme heat or extreme cold. The language mandates the officer (1) attempt to contact the owner and leave notice if no contact is made, and (2) obtain emergency veterinary care for the animal, at the owner's expense.
- **Public Act 100-971** creates a legal basis for having an individual labeled a "Reckless Dog Owner" based on either 2 dangerous dog determinations in 24 months or having a dangerous dog found running at large twice in 12 months. Once deemed a "Reckless Dog Owner" the individual's dogs must be taken away, and he or she is prohibited from owning dogs for 1 to 3 years. This isn't a criminal statute.

Let us know if you have any additional questions or concerns.

Annie

Anne K. Knight
Assistant State's Attorney
Kendall County, Illinois
807 John St.
Yorkville, IL 60560
Phone: (630) 553-4157
Fax: (630) 553-4204

This e-mail message, including any attachments, contains information that is confidential, may be protected by the attorney/client or other applicable privileges, and may constitute non-public information. This message is intended to be conveyed only to the designated recipients. If you are not the intended recipient of this message, do not read it; please immediately notify the sender that you have received this message in error and delete this message. Unauthorized use, disclosure, dissemination, distribution or reproduction of this message or the information contained in this message or the taking of any action in reliance on it is strictly prohibited and may be unlawful. Thank you for your cooperation.

**Public Act 100-0740**[Bill Status](#) [Printer-Friendly Version](#) [PDF](#)**Public Act 100-0740**

SB2270 Enrolled

LRB100 15404 SLF 30392 b

AN ACT concerning animals.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Section 5. The Humane Care for Animals Act is amended by changing Section 3.01 as follows:

(510 ILCS 70/3.01) (from Ch. 8, par. 703.01)

Sec. 3.01. Cruel treatment.

(a) No person or owner may beat, cruelly treat, torment, starve, overwork or otherwise abuse any animal.

(b) No owner may abandon any animal where it may become a public charge or may suffer injury, hunger or exposure.

(c) No owner of a dog or cat that is a companion animal may expose the dog or cat in a manner that places the dog or cat in a life-threatening situation for a prolonged period of time in extreme heat or cold conditions that:

(1) results in injury to or death of the animal; or

(2) results in hypothermia, hyperthermia, frostbite, or similar condition as diagnosed by a doctor of veterinary medicine.

(c-5) Nothing in this Section shall prohibit an animal from being impounded in an emergency situation under subsection (b) of Section 12 of this Act.

(c-10) Nothing in this Section shall prohibit a law enforcement officer from taking temporary custody of a dog or cat that is a companion animal that is exposed in a manner that places the dog or cat in a life-threatening situation for a prolonged period of time in extreme heat or cold conditions that may result in injury or death of the dog or cat or may result in hypothermia, hyperthermia, frostbite, or similar condition. Upon taking temporary custody of the dog or cat under this subsection (c-10), the law enforcement officer shall attempt to contact the owner of the dog or cat and shall seek emergency veterinary care for the animal as soon as available. The law enforcement officer shall leave information of the location of the dog or cat if the owner cannot be reached. The owner of the dog or cat is responsible for any costs of

(510 ILCS 5/4) (from Ch. 8, par. 354)

Sec. 4. When the Boards of 2 or more counties, through mutual agreement, wish to join to effectuate any part or all of this Act, they shall make written request to the Director, setting forth the geographical area and the Sections of this Act involved. Whenever, as ascertained from investigation, hearing, or otherwise, the Director determines it is advisable that these counties form a District, he may designate and establish such District. A District Board shall be formed and shall effectuate this Act as set forth for an individual county.

(Source: P.A. 78-795.)

(510 ILCS 5/5) (from Ch. 8, par. 355)

Sec. 5. Duties and powers.

(a) It shall be the duty of the Administrator or the Deputy Administrator, through sterilization, humane education, rabies inoculation, stray control, impoundment, quarantine, and any other means deemed necessary, to control and prevent the spread of rabies and to exercise dog and cat overpopulation control. It shall also be the duty of the Administrator to investigate and substantiate all claims made under Section 19 of this Act. The duty may include return, adoption, transfer to rescues or other animal shelters, and any other means of ensuring live outcomes of homeless dogs and cats and through sterilization, community outreach, impoundment of pets at risk and any other humane means deemed necessary to address strays and ensure live outcomes for dogs and cats that are not a danger to the community or suffering irretrievably.

(b) Counties may by ordinance determine the extent of the police powers that may be exercised by the Administrator, Deputy Administrators, and Animal Control Wardens, which powers shall pertain only to this Act. The Administrator, Deputy Administrators, and Animal Control Wardens may issue and serve citations and orders for violations of this Act. The Administrator, Deputy Administrators, and Animal Control Wardens may not carry weapons unless they have been specifically authorized to carry weapons by county ordinance. Animal Control Wardens, however, may use tranquilizer guns and other nonlethal weapons and equipment without specific weapons authorization.

A person authorized to carry firearms by county ordinance under this subsection must have completed the training course for peace officers prescribed in the Peace Officer and Probation Officer Firearm Training Act. The cost of this training shall be paid by the county.

(c) The sheriff and all sheriff's deputies and municipal police officers shall cooperate with the Administrator and his or her representatives in carrying out the provisions of this Act.

(d) The Administrator and animal control wardens shall aid in the enforcement of the Humane Care for Animals Act and have the ability to impound animals and apply for security posting for violation of that Act.

(Source: P.A. 100-870, eff. 1-1-19.)

(510 ILCS 5/7) (from Ch. 8, par. 357)

Sec. 7. All registration fees collected shall be remitted to the County Treasurer, who shall place the monies in an Animal Control Fund. This fund shall be set up by him for the purpose of paying costs of the Animal Control Program.

In any county with a population under 3,000,000, all fees collected shall be used for the purpose of paying claims for loss of livestock or poultry as set forth in Section 19 of