PUBLIC SAFETY COMMITTEE MINUTES

DATE OF MEETING: November 12, 2015 at 7:02 a.m. – County Building

MEMBERS PRESENT: Cris Rogers – Chair, Sue Whitted, David Newberg, Christy Pruser and Cole Ritter. Pruser left at 7:40 a.m.

MEMBERS ABSENT: None

SUMMARY OF DISCSSION:

- Motion by Pruser, 2nd by Whitted to approve last month's minutes. Voice vote, motion carried.
- Motion by Whitted, 2nd by Ritter to approve the claims. Voice vote, motion carried.
- Sheriff Shofner requested to purchase 80 ton of rock from the highway department to restore the lane to the firing range at a cost of $1404. Motion by Ritter, 2nd by Pruser to recommend to the full board to purchase 80 ton of rock from the highway department to restore the lane to the firing range at a cost of $1404. Voice vote, motion carried.
- Sheriff Shofner requested to purchase (6) T-MAX lights and accessories for the patrol division for $1300. Motion by Ritter, 2nd by Whitted to recommend to the full board to purchase (6) T-MAX lights and accessories for $1300. Voice vote, motion carried.
- Committee discussed the revised lease with PSI for the east annex building. Minor changes were made to clarify a couple of areas. Motion by Newberg, 2nd by Pruser to recommend to the full board to approve the revised lease with PSI for the east annex building. Voice vote, motion carried.
- Received two quotes for cabinets to replace those that were disposed of in the east annex building due to mold. Lowes had the lowest quote and includes a sink. Motion by Whitted, 2nd by Ritter to recommend to the full board to purchase cabinets from Lowes in the amount of $2968.00. Voice vote, motion carried.
- Discussion on work at the animal shelter. Waiting on Ameren to provide gas to the site/building. The highway department has obtained quotes for materials/work for water and sewer services to the building. Quote for sewer line materials is $495.60 with installation by the highway department. Quote for water line labor/materials is $1562.00 with the highway department doing the excavation work. These costs will come from the previously approved contingencies for the project. Motion by Pruser, 2nd by Ritter to approve the quotes as listed above for the sewer and water services. Voice vote, motion carried.
- Reviewed change order from CAD Construction to add 2 new DS and brackets for old gutter reuse on the rear porch at the new shelter building. Cost is $891.00. Motion by Whitted, 2nd by Newberg to approve the change order relating to the gutters on the rear porch at a cost of $891.00. Voice vote, motion carried.
- Discussion and review of a draft intergovernmental agreement for animal control services. The City of Clinton and Wapella have indicated that they are interested in the intergovernmental agreement but needs to know what the charge would be. Committee discussed how to determine the charge for municipalities. After discussion, a motion was made by Whitted, 2nd by Pruser to recommend to the full board to approve the intergovernmental agreement for animal control services with municipalities charging a fee of $1.00 per person based on the latest census information rounded to the nearest 10th. Voice vote, motion carried.
- Monthly animal control report submitted and reviewed by Tamara McFeeters.
- Russ Arbuckle from EA Architecture & Design updated the committee on the progress of the new animal shelter.
- Sheriff Shofner updated the committee on the housing of inmates.

- Review and discussion on raising animal control fees. Ritter will meet with Tamara to go over the proposed increases and bring back next month.
- May need to revise animal control budget request to include money for part time custodian.
- Motion by Newberg, 2nd by Whitted to adjourn at 7:42 a.m. Voice vote, motion carried.

COMMITTEE ACTION:

Approve last month's minutes.
Approve the claims.
Recommend to the full board to purchase 80 ton of rock from the highway department to restore the lane to the firing range at a cost of $1404.
Recommend to the full board to purchase (6) T-MAX lights and accessories for $1300.
Recommend to the full board to approve the revised lease with PSI for the east annex building.
Approve the quotes as listed above for the sewer and water services.
Recommend to the full board to purchase cabinets from Lowes in the amount of $2968.00.
Approve the change order relating to the gutters on the rear porch at a cost of $891.00.
Recommend to the full board to approve the intergovernmental agreement for animal control services with municipalities charging a fee of $1.00 per person based on the latest census information rounded to the nearest 10th.

RECOMMENDATIONS TO THE FULL BOARD:

Recommend to the full board to purchase 80 ton of rock from the highway department to restore the lane to the firing range at a cost of $1404.
Recommend to the full board to purchase (6) T-MAX lights and accessories for $1300.
Recommend to the full board to approve the revised lease with PSI for the east annex building.
Recommend to the full board to purchase cabinets from Lowes in the amount of $2968.00.
Recommend to the full board to approve the intergovernmental agreement for animal control services with municipalities charging a fee of $1.00 per person based on the latest census information rounded to the nearest 10th.

DATE OF NEXT MEETING: December 10, 2015 at 7:00 a.m.

AGENDA FOR THE
PUBLIC SAFETY COMMITTEE

Date and Time of Meeting: November 12, 2015 at 7:00 a.m. County Board Room

1. Call Meeting to Order

2. Persons Wishing to Address the Committee (If requesting action, also list below in section three)
   a.

3. Items for Discussion and Possible Action
   a. Approve last month's minutes
   b. Approve claims
   c. Purchase 80 tons of rock to restore lane at firing range - $1404
   d. Purchase (6) first light T-Max lights and accessories for patrol - $1300
   e. Revised lease with PSI
   f. Purchase new cabinets for annex building - $2968
   g. Additional work at the new animal shelter
   h. Animal Control fees – cost study
   i. Intergovernmental agreement for animal control services
   j.

4. Items for Discussion Only (No Action Requested)
   a.

5. Closed Session
   a.

6. Motion to adjourn

Posted: November 6, 2015 at 4:27 p.m.
By: Dee Rentmeister

LEASE OF COUNTY PROPERTY

5959 Weldon Springs Road

Clinton, Illinois 61727

RECITALS

A. Lessor owns property located in the County of DeWitt, State of Illinois, held in trust for the people of the County of DeWitt.
B. Lessor desires to lease said property for a public purpose to Lessee, for the operation of emergency medical services within the County of DeWitt.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Lease, and in exchange for the consideration contained within this Lease the parties agree as follows:

1. **GRANT AND DESCRIPTION OF LEASED PREMISES:** Lessor grants to Lessee the property located at 5959 Weldon Springs Road in Clinton, Illinois for the use of said property for the base of operations for emergency medical services.
2. **USE:** Lessee agrees to use the property only for providing emergency medical services to the County of DeWitt. No other commercial or private use is authorized under the terms of this lease. In the event that emergency medical services are terminated for any reason such action shall serve to be in breach of this contract.
    a. No-Smoking: Leased premises shall be considered a public building and therefore no smoking shall be done within the building located on the premises.
    b. No animals: No animals of any kind, be they domestic or wild, living or dead shall be permitted upon the Leased Premises.

    Lessor does not represent that Leased Premises are suitable or meet any permitting or other legal requirements for the above described use. This Lease is not preconditioned on obtaining any permit or authorization from any entity, be it private or governmental.

3. **INSPECTION AND CONDITION OF PREMISES:** Lessee has examined the Leased Premises prior to and as a condition precedent to acceptance of this Lease, and is satisfied with the physical condition of the premises to conduct business, and that the Leased Premises do not require any repairs or construction to facilitate the business of providing emergency medical services within the County of DeWitt. Lessee agrees that there have been no promises or agreements by Lessor to improve the Leased Premises at Lessor's expense.
4. **RIGHT OF ENTRY:** Lessor reserves the right to enter upon the Leased Premises at any time to ensure the conditions of this lease are complied with the understanding that Lessor shall not enter at a time that will disrupt the operations of Paramedic Services including but not limited to training or administering of emergency medical care. Lessor reserves the right to do any and all

work of any nature necessary for the preservation, maintenance, operation or renovation of the Leased Premises.

5. **TERM:** The Lease shall commence on December 1, 2015 and expire on November 30, 2017. Upon agreement of the parties the lease may be extended for a term not to exceed one year. At the option of the parties the lease may be extended for the same time period as the contract for Ambulance Services, attached to this contract and hereby incorporated by reference, and may begin and end on the same dates as said contract for Ambulance Services, but shall be two separate agreements.
6. **RENT:** The amount to be paid by Lessee to Lessor shall be for a total of $1,500 United States currency to be paid on a monthly basis no later than 15th of each month. Lessee may pay said amount in advance, and such amount shall be accepted by the DeWitt County Treasurer.
7. **AUTHORIZED CONSTRUCTION UPON AGREEMENT:** Upon agreement by the parties to the terms and conditions contained herein Lessee shall be authorized at Lessee's expense to install an additional garage door, a floor drain, a shower, and shall be authorized to relocate the air circulator to the kitchen area. No additional approval shall be required for the initiation of these construction projects.
8. **MAINTENANCE:** Lessor shall provide lawn mowing and snow removal services for the premises. Lessee shall be responsible for day to day cleaning, but shall not be required to perform any structural repairs of the facilities or any repairs beyond cleaning and replacement of consumable items, including but not limited to lightbulbs, toiletries, and supplies used for cleaning. Lessee shall be responsible for the removal of trash and debris. Lessee shall notify Lessor as soon as is practicable of any needed repairs by contacting the DeWitt County Maintenance Department. Lessee shall be directly responsible for any damages caused to the premises by Lessee or Lessee's employees or representatives, and shall bear the entire cost of any needed repairs. All repairs or improvements made involving fixtures and permanent structures shall be the property of the Lessor.

   Upon the prior written approval of the DeWitt County Public Safety Committee Chairman, or its successor or equivalent, who has absolute discretion, Lessee shall be authorized to expend a sum no greater than $1,000.00 on behalf of Lessor for necessary emergency repairs to Lease Premises. In the event that the Public Safety Committee Chairman or his successor or equivalent is unable to be present to grant written approval, he may at his discretion delegate authority to any other member of the DeWitt County Board to act in his stead. Lessee shall produce a full accounting of the expenditure to the Public Safety Committee at the next committee meeting for reimbursement.

9. **CONSTRUCTION/IMPROVEMENTS:** Lessee shall not perform any construction projects upon the Leased Premises without the express written consent of the Lessor. Any construction performed shall be done in strict compliance with Illinois law and County Ordinances. Any construction or additions to the Leased Premises concerning fixtures or permanent structures shall be the property of the Lessor upon the expiration of the agreement. Lessor makes no agreements to

offset rent in consideration for construction or improvements that are not expressly agreed to and authorized in writing prior to construction.

10. **UTILITIES:** Lessee agrees to pay all utility bills for the Leased Premises including but not limited to water, gas, telephone, trash service and electricity. Such utility services shall be listed in the name of the Lessee.
11. **SANITATION:** Lessee shall maintain the Leased Premises in a sanitary condition at all times, in conformity will all federal, state and local laws and regulations. Any requirement imposed by the Department of Public Health shall be complied with. Lessee shall dispose of any medical waste in accordance with federal, state, and local laws and regulations. Lessor shall not be responsible for Lessee's failure to comply with Department of Public Health standards. All containers used for waste disposal shall be furnished by Lessee.
12. **LIABILITY:** Lessee assumes all liability for injuries and losses sustained on the Leased Premises caused by the acts, omissions or negligence of Lessee's agents and employees with the exception of DeWitt County personnel performing maintenance, unless injuries are caused by the act or negligence of Lessee's employee or representative resulting in injury to DeWitt County personnel.
13. **INDEMNITY:** To the fullest extent permitted under law, Lessee agrees to protect, indemnify, defend and hold harmless DeWitt County and its elected officials and employees against any and all losses, costs, damages, liabilities regardless of damages being direct or consequential arising out of any act or omission of the Lessee on or about the Lease Premises. The duty to indemnify shall survive any termination of Lease in the event that an act or omission of Lessee also results in termination of Lease under the conditions listed herein or if Lease expires without renewal.

    Lessee waives any consequential damages, compensation or claims for loss of business or profits.

14. **INSURANCE:** Lessee shall maintain the following policies during the term of the Lease.

    Lessee shall maintain a Workers Compensation insurance policy with a minimum coverage of $1,000,000. This coverage shall extend to all employees, contractors, subcontractors, and their subcontractors utilized by Lessee. Policy must include a waiver of subrogation in favor of DeWitt County. Policy shall otherwise conform to the requirements of Workers Compensation laws.

    Lessee shall maintain a General Liability insurance policy covering all employees, contractors, subcontractors, and all their subcontractors with a minimum coverage of $1,000,000. Said policy shall cover bodily injuries, death, or incapacitation of persons and property damage sustained by one or more persons or entities. Lessor shall be added as Additional Insured through an endorsement properly designated by the insurance provider. Policy must include a waiver of subrogation in favor of DeWitt County.

All insurance policies shall be maintained by Lessee during the term of Lease and proof of the above coverage shall be filed with the County Executive Administrative Assistant of DeWitt County. Policies must include a waiver of subrogation in favor of DeWitt County.

Lessee shall require any entity performing work on Lessee's behalf of any kind to meet or exceed the above requirements. Lessee agrees to indemnify Lessor in the event that any entity performing work on Lessee's behalf seeks compensation for any action or omission.

Lessee shall maintain Tenant's Liability Insurance or its equivalent with a single limit not less than $1,000,000 for bodily injuries, death or property damage.

15. **TAXES:** In the event that Leased Premises are not tax exempt Lessee shall pay all property taxes.
16. **COMPLIANCE WITH LAW:** Lessor and Lessee both agree to comply with any and all State of Illinois and Federal laws pertaining to the Leased Premises. Lessee agrees that the Leased Premises shall not be used for any illegal purpose.
17. **RETAINED RIGHTS OF LESSOR:** Lessor, at all times, shall have free and unrestricted access for its employees, agents, representatives, assigns or grantees to come upon the Leased Premises for the purpose of constructing, installing, operating, maintaining, repairing, and replacing any facilities and equipment, now or later located thereon with the exception that Lessor shall not disrupt the operations conducted by Paramedic Services including but not limited to training or the administering of emergency medical care.

    This lease shall not, in any manner or to any extent, limit or restrict the right of Lessor to use or dispose of the Lease Premises and following any transfer by the Lessor of the Leased Premises, the Lessee shall attorn to any transfers. Lease shall remain in full force and effect under any subsequent owners of Leased Premises, and discretion in extending or otherwise renewing Lease shall fall to the subsequent owner.

18. **COVENANTS AGAINST LIENS:** Lessee hereby agrees that it will not cause any lien, including but not limited to mechanic's liens or any other claim for lien to be asserted against Leased Premises when such lien results from any act or omission by Lessee. In the event that any lien is filed Lessee shall bear the cost of removing or otherwise disposing of such lien, and shall be responsible for any costs. In the event that Lessee causes a lien to be filed against Leased Premises and does not remedy the situation within 30 days, Lessor shall be authorized to dispose of the lien and bill Lessee for any and all costs associated with disposal of the lien, including but not limited to attorney's fees and filing costs. Lessor bears no responsibility to investigate the validity of any lien.
19. **AMENDMENTS:** Any and all changes to this Lease shall be in writing and authorized by majority vote of the County Board of DeWitt for Lessor and by an authorized agent for Lessee. No oral agreements shall be binding on either party. Lessee acknowledges that a single board member may not bind the county unless previously authorized by majority vote to act on behalf of the County of DeWitt.

20. **VACATING LEASED PREMISES:** Upon completion of the term of Lease the Lessee shall vacate all personnel and equipment at Lessee's expense. Lessee shall be responsible for all costs in vacating the premises and disposing of materials not present before occupying the premises. In the event that property removal shall cause damage to Leased Premises such property shall become the property of Lessor. Should Lessee fail to remove or dispose of Lessee's property as herein provided, Lessor may consider such property abandoned and may claim proper title to such property or dispose of the property at Lessee's cost and expense at the sole discretion of Lessor. At the expiration of Lease Lessee shall return Leased Premises in a good state of repair.
21. **ASSIGNMENT OR SUBLETTING:** Lease shall not be assigned in whole or in part by Lessee nor shall Lease be sublet nor any right held under this Lease be sold or transferred without the express written consent of Lessor. Lease shall be considered terminated in the event that Lessee acts contrary to this section.
22. **ENCUMBERANCE:** Lease does not grant any right to Lessee to encumber title to Leased Premises. Lessor reserves the right to dispose of Leased Premises subject to Lease, and Lessee agrees to abide by the remainder of the term of Lease under all conditions set forth in Lease. Lessee agrees to certify upon Lessor's request that Lease is in full force and effect and has not been modified. Lessee may at Lessee's option continue the lease term with any new owner or terminate this agreement upon the sale of the premises.
23. **EASEMENTS:** Lease is subject to any all prior existing or subsequently granted easements, permits and licenses for roadways, utilities, or for other purposes located or to be located on or near Leased Premises.
24. **DAMAGE TO PREMISES:** Lessee agrees that in the event any employee of Lessee or individual hired by Lessee causes damage to the premises Lessee shall reimburse Lessor for the cost of any repairs or replacement within thirty days after Lessor presents a statement reflecting the amount of the loss incurred. Alternatively Lessee may remedy any damages by effectuating repair on its own or through contractors of its choosing. Repairs are to commence no later than thirty days after discovery of the damage.
25. **DESTRUCTION OF PREMISES:** In the event that Leased Premises suffers extreme damage or destruction that renders the premises unsuitable for the purposes of Lessee both parties shall be relieved of their obligation to continue Lease to its termination date. Destruction is hereby defined as any occurrence rendering the Leased Premises unsuitable for Lessee's Use (Section 2) and repair cannot be made within 30 days. All amounts currently owed shall remain in full force and effect as if Lease were still in force. No further amounts shall accrue.
26. **SIGNS:** Any signage shall be approved by majority vote of the DeWitt County Board or its successor or assign before displaying. Lessee shall be responsible for maintaining signage and for removing signage upon vacating the Leased Premises.
27. **HOLDING OVER:** In the event that Lessee has not vacated the premises upon expiration of the Lease, Lessor shall have the right to charge double the monthly rent that was due the month before expiration of Lease. This right does not affect the right of Lessor to obtain forcible removal authorized by Illinois law.
28. **NOTICES:** Notices sent by either Lessee or Lessor shall be sent in writing by certified mail.

    To Lessor:

DeWitt County Board
Attn: Public Safety Chairman
201 W. Washington Street
Clinton, IL. 61727

To Lessee:
Paramedic Services of Illinois Inc.
9815 W. Lawrence Ave.
Schiller Park, IL. 60176

29. **RENT INCREASE:** Lessor agrees that the total increase in rent shall not increase by more than 5% per lease term, regardless of if the Lease is extended by agreement or renewed. Lessor reserves the right to increase rent upon any extension or renewal up to this amount.
30. **DEFAULT:** The following shall be considered default and result in termination of Lease.
    a. In the event of lack of satisfying the condition of payment for the rental of Leased Premises, Lessee shall be in default. In this event, Lessee shall have ten business days to cure and pay the entire amount owed. Such event shall not require any notice to Lessee.
    b. In the event that Lessee is found to be conducting any activity contrary to the laws of the State of Illinois or the United States, Lessee shall be in immediate default and Lease shall be immediately terminated. Such event shall not require any notice to Lessee.
    c. In the event that Lessee is not meeting its obligations in maintaining the cleanliness of Leased Premises, Lessee shall be given written notice via certified mail of default by the DeWitt County Public Safety Chairman or his successor or designee in the event that he is not available, and be given twenty business days upon receiving the certified mailing to cure. Lessee shall not be considered to be in default due to circumstances beyond Lessee's control.
    d. In the event that Lessee declares or files bankruptcy, Lessee shall vacate the premises within five business days and Lease shall be considered terminated. Such event shall not require any notice to Lessee.
    e. In the event that the insurance policies required by Lease of Lessee have lapsed, Lessee shall be in default. Upon discovery by Lessor of an insurance policy not being in force, Lessor, by the DeWitt County Public Safety Committee Chairman or his equivalent or successor or designee in the event that he is not available, shall notify Lessee via certified mail of default. Upon receiving the certified mailing, Lessee shall have five business days to cure and provide proof of insurance to be filed with the County Administrator. Such policy shall be back dated to cover any lapses in coverage. In the event of this occurrence DeWitt County shall still be indemnified by Lessee to the fullest extent permitted by law.
    f. In the event that Lessee is delinquent in paying bills for utilities Lessee shall be in default. Upon discovery Lessor by the DeWitt County Public Safety Committee Chairman or his equivalent or successor or designee in the event that he is not available shall

notify Lessee via certified mail of default. Upon receiving the certified mailing Lessee shall have five business days to cure by paying delinquent utility bills in full.

g. Any other event not specifically covered in this or any other section of Lease shall require written notice sent by certified mail by the Public Safety Committee Chairman or his designee or successor and Lessee shall be given 15 business days to cure.

31. **CHOICE OF LAW:** This Lease and any disputes arising from enforcement or interpretation of Lease shall be governed by the laws of the State of Illinois.
32. **DISPUTE VENUE:** In the event of a legal dispute concerning Lease the venue shall be the Circuit Court of DeWitt County, Illinois. Both parties hereby agree to waive jury trial and settle any dispute by bench trial before a judge assigned to the case by the Chief Judge of the Sixth Judicial Circuit. Both parties agree that the Circuit Court of DeWitt County shall have jurisdiction over any dispute arising from Lease, and shall not object to jurisdiction or venue.
33. **ATTORNEY FEES:** Both parties agree that in the event of a dispute the losing party shall pay the reasonable cost of bringing or defending suit of the other party, including the reasonable hourly fee of the other party's legal representation, filing fees, and reasonable witness fees incurred.
34. **SEVERABILITY/SAVINGS CLAUSE:** In the event that any one of the conditions set forth in Lease are held to be contrary to public policy or otherwise unenforceable by a court both parties agree all other conditions of Lease shall remain in full force.
35. **FORCE MAJEURE:** In the event of an act of God or other disaster that cannot be reasonably contemplated by the parties renders either party from completing their obligation under Lease this agreement shall be terminated without penalty to either party. All amounts due and owing shall remain as if Lease was still in full force.
36. **COMPLETE AGREEMENT:** This Lease is the complete and whole agreement between the parties. No other negotiations or communications, be they past or future, shall be applicable to the interpretation of this Lease in the event of a dispute.
37. **THIRD PARTIES:** Lessor and Lessee agree and acknowledge that there are no intended third party beneficiaries of this Lease nor any rights and privileges conferred to any other parties except those contained in Lease.
38. **CONFLICT OF INTEREST:** Lessor and Lessee hereby represent that neither has a conflict of interest in entering into Lease, nor are either Lessor or Lessee prohibited by law from entering into Lease.
39. **WAIVER:** Waiver of any condition stated at any time shall not be considered a permanent waiver of the authority of either party, and either Lessor or Lessee may waive then later enforce any condition at their discretion.
40. **AUTHORITY:** Lessee represents that he/she/it has full authority and power to enter into Lease, and shall be responsible for the obligations contained herein. Lessor represents authorization to enter into this agreement has been granted by majority vote of the County Board of DeWitt County, Illinois.
41. **TERMINATION BASED UPON CHANGE IN LAW:** In the event a law is enacted by the Illinois legislature rendering Lease void, or if such law confers an additional burden upon Lessor, such Lease shall be deemed terminated, and both parties shall be free of any future obligations regarding Lease, but all previous obligations shall remain.

County Board Chairman _____
David Newberg

Subscribed and sworn to me this _____ day of _____, 2015

County Clerk:_____
Dana Smith

Authorized Representative of Paramedic Services of Illinois Inc.:_____

DEWITT COUNTY ANIMAL CONTROL

ANIMAL SHELTER REPORT

Month: October **Year:** 2015

ENDING MILEAGE: 063927 **BEGINNING MILEAGE:** 063352 **MILES TRAVELED:** 575

FUEL USED: _____ **MILES PER GALLON:** _____

ANIMAL IMPOUNDS

LOCATION:	DOGS:	PUPS:	CATS:	KITTENS:	OTHER:
CLINTON:	3		5	7	
RURAL:	1		2		
WAPELLA:					
RURAL:			2		
WAYNESVILLE:					
RURAL:					
HALLSVILLE:					
MIDLAND CITY:					
KENNEY:				7	
RURAL:			5		
LANE:					
WELDON:					
DEWITT:			1 (T)		
RURAL:					
FARMER CITY:	1		1		
RURAL:					
SUBTOTAL:					

35

TOTAL ANIMALS: _____

ANIMALS RECLAIMED/ADOPTED/EUTHANIZED/ TRANSFERRED TO OTHER AGENCIES

	DOGS:	PUPS:	CATS:	KITTENS:	OTHER:
Reclaimed:	4		1		
Adopted:			1	1	
Euthanized/ Died/Killed:				2(K/D)	
Transferred to Second Chance:	1	1	1	8 — Adopt in Naperville 8 — ARF 3 — Heartland 4 — STAAR 4 — Barn	
Transferred to other Licensed Facilities:					
Held From Last Month:	5		8	9	
Held To Next Month:	4		15	2	

ANIMAL RECLAIMED BY OWNERS

1. CAT Jerry Shaw Clinton, IL $29.25
2. Dog Roxanne Miller Wessling Clinton, IL $32.00
(2) 3. Dogs Richard Thayer Clinton, IL $1067.00
4. Dog Jennifer Baker Wapella, IL $178.25
5.
6.
7.
8.
9.
10.

TOTAL: $ 1306.50

ANIMALS ADOPTED/ADOPTEES

	ANIMAL:	ADOPTEE:	CITY:	FEES PAID:
1.	Kitten	Deb ERH	Clinton, MI	$58.25
2.	CAT	James Curry	Clinton, MI	$37.25
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

TOTAL: $ 95.50

GIVE UP ANIMAL/ FOR ADOPTION

	ANIMAL:	CITY:	FEES PAID:
1.	Dog	Morien Ohlenkamp F.C.	
2.	Cat	Morien Ohlenkamp F.C.	$95.00
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

TOTAL: $ 95.00

ANIMAL BITES

DOG: 1 CAT: 1 OTHER: _____

NUMBER OF DOGS VACCINATED AGAINST RABIES: 1

NUMBER OF DOGS NOT VACCINATED AGAINST RABIES: _____

NUMBER OF CATS VACCINATED AGAINST RABIES: 1

NUMBER OF CATS NOT VACCINATED AGAINST RABIES: _____

NUMBER OF DOGS CONFINED BY

OWNER: 1 VETERINARIAN: _____ ANIMAL SHELTER: _____

NUMBER OF DOG RABIES SUSPECTS SENT TO LAB: _____

NUMBER OF CATS CONFINED BY

OWNER: 1 VETERINARIAN: _____ AT ANIMAL SHELTER: _____

NUMBER OF CAT RABIES SUSPECTS SENT TO LAB: _____

NUMBER OF OTHER RABIES SUSPECTS SENT TO LAB: _____

NUMBER OF POSITIVE DOG RABIES: _____ NUMBER OF NEGATIVE DOG RABIES: 1

NUMBER OF POSITIVE CAT RABIES: _____ NUMBER OF NEGATIVE CAT RABIES: 1

NUMBER OF OTHER POSITIVE RABIES: _____ NUMBER OF OTHER NEGATIVE RABIES: _____

ADDITIONAL INFORMATION:

Memorial for Edith Bryant $ 50.00

Laura Umbel
Clinton Troop # 3039 (7th grade) Cadet
To receive "Animal Helpers Badge"
Ask permission for a tour of shelter — Nov 23 or Dec 7th on Monday at 6pm
- explain process and explain our job — Sat afternoon
Are asking to help with move to New shelter if possible
In Spring troop wants to coordinate a pet drive
for shelter (food, supplies etc)

Tamara McFeeters
Animal Control Officer
Administrator

Date of Report: _____

DEWITT COUNTY VEHICLE
USAGE LOG October 2015

Department: DeWitt County Animal Control Year, Make/Model: 1996 Chevy S10

Date	Start Mileage	Destination; Purpose	End Mileage	Initials
10-1-15	063352	Courthouse, Covanent, home (lunch)	063359	TMF
10-2-15	063359	W. Macon St/Johnson alley (patrol for loose dog/UTL) courthouse		
		lunch, Courthouse (Co. Clerks office) Walmart (donations)	063374	TMF
10-5-15	063374	Covanent (1 dog, 3 cats), Courthouse, 819 E. Woodlawn (barking dog co)	063389	TMF
10-6-15	063389	Courthouse (Court case) time sheets	063398	TMF
10-7-15	063398	Covanent (part-bite exam), Co. Pump (fuel), Courthouse (bills,		
		adoptions) CPD, dispatch (memo's) 300 blk S. Quincy (poss		
		dog hit by car/unable to locate) Clinton PO	063411	TMF
10-8-15	063411	Covanent (3 Kittens/cat test) x2 home lunch	063418	TMF
10-13-15	063418	Champaign (transport), Courthouse (bills, no report) home, CPD	063507	TMF
10-14-15	063507	Dr. Mann (2 Shelter cats), Covanent (5 Kittens) x2, 41 Hickory Dr set 2 traps x4	063565	TMF
10-15-15	063565	Covanent x2, 41 Hickory Dr. (✓ trap x4) 216 E South (bark. dog co)	063583	TMF
10-16-15	063583	Courthouse x4 cat test, Ace Hardware (supplies) 41 Hickory Dr		
		✓ trap, Walmart (cat food) home, S. Portland, S. Wilson, S.		
		Isabella St (choc lab rang collar) RAL/UTL	063615	TMF
10-19-15	063615	Rt 10 W (cat hit by car/taken to Covanent Euth) CO. pumps (Ruee)		
		Courthouse (time sheets) Covanent (PU Euth cat) 320 S. Monroe		
		Stray dog/owner present to get).	063660	TMF
10-20	063660	Walmart (donations) Champaign (meet transport) 802 E. Webster		
		Food from SC. home/lunch	063761	TMF
10-21-15	063761	421 S. Jackson (dog co) home lunch	063770	TMF
10-22-15	063770	home (radio) 813 N. George (set traps) ✓x8, Walmart donations	063793	TMF
10-23-15	063793	8 Delmarct (PU stray cat), dispatch (bite report	063805	TMF
10-26-15	063805	814 N. George (PU traps) 18874 E. Hwy 54 Dewitt (PU trapped cat	063843	TMF
10-28-15	063843	Dr. M (3 cat spays) Co. Pump (Ruee) home/radio. Dispatch x2		
		DCSO, 7887 Carl Springs Rd (Morrow res/Stray dog co) 14076 Harold		
		Point Rd/Jason Taylor owner of dogs/given Verbal notice of dogs RAL	063910	TMF
10-30-15	063910	Covanent (1 dog, 2 cats, 2 Kittens) x2 JS Recycle drop		
		off recycle N. Elizabeth (drop off cans) 813 E Webster		
		(drop off trap) Courthouse (time sheets/receipts)	063927	TMF

DEWITT COUNTY/CLINTON EMERGENCY MANAGEMENT AGENCY

Presented to Public Safety Committee on November 12, 2015

Items for Discussion and Possible Action:

- none

Operations:

- Dosimetry equipment Exchange
- HAB Planning Meeting for Power Plant Drill on November 18
- EOC Monthly Equipment Check and Updates
- Meeting with Dr. John Warner Hospital for IPRA Orientation & Planning
- HAB Pre-Exercise with EOC & ICP Activation
- Met with IEMA to discuss Power Plant Exercise Training Schedule
- Asst. Ophorst responded to Structure Fire on Honeytree Rd.
- Participated in the Great Shake Out Earthquake Drill
- Met with NRC to facilitate Japan Government Counterparts from Fukushima who plan to visit and observe the HAB Exercise on Nov. 18
- Met with GSAR Command Group
- Programmed a NOAA Weather Radio for a resident
- Met with Clinton Superintendent Nettles to discuss emergency plans & the HAB Exercise
- Producing/Distributing Field Manuals for HazMat Response ongoing
- Status Board Training with an EMA Volunteer for the HAB Exercise
- HAB Planning with IEMA for Power Plant Exercise
- Hosted GSAR Training for CPR/First Aid; Evidence Search; Death Protocols – Much appreciation goes to Dr. John Warner Hospital, DeWitt County EMS, Sheriff Shofner, Deputy King & K9 River and Coroner Rice.
- Monthly claims prepared and submitted for payment
- GSAR Team has received several Search Advisories and Stand By Requests for Active Searches from ISARC and CISAR
- Completed and submitted Quarterly Grant Claims

Training/Presentations Attended:

- HAB Training at Village of DeWitt & at the EOC
- HAB Training at Clinton Fire Dept
- HAB Training at DCSO
- HAB Training at IDOT & Farmer City Fire Dept.
- HAB Training at CenCom
- HAB Training at EOC
- NIMS Training Ongoing

Committee/Organization Activities:

- TRIAD

Respectfully submitted by Teresa Barnett, EMA Coordinator

DEWITT COUNTY
STATE'S ATTORNEY'S OFFICE
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Clinton, IL 61727
Phone: (217) 935-7810
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Darrell S. Price
Assistant State's Attorney

Daniel P. Markwell
State's Attorney

Larson B. Dunn III
Assistant State's Attorney

WHEREAS, the incorporated municipalities located in the County of DeWitt desire to regulate animals; and

WHEREAS, the Illinois Constitution specifically allows for units of governments to cooperate amongst themselves and form agreements pursuant to Article VII, Section 10; and

WHEREAS, the municipalities that are parties to this agreement have the power as set forth in the Illinois Compiled Statutes to regulate animals so long as no regulation or ordinance is specific to breed pursuant to 510 ILCS 5/24, and 65 ILCS 5/11-20-9; and

WHEREAS, the County of DeWitt is authorized to regulate dogs running at large in unincorporated areas pursuant to 55 ILCS 5/5-1071; and

WHEREAS, the parties to this agreement have concluded it is in the best interests of the citizens that enforcement of law concerning animals be centralized within the County of DeWitt; and

WHEREAS, municipalities governed by the provisions of the Municipal Code may regulate animals running at large pursuant to 65 ILCS 5/11-20-9.

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1. The County of DeWitt Animal Control shall serve as animal control for all the municipalities within DeWitt County that are party to this agreement. As used herein "animal control" includes those services customarily provided by DeWitt County Animal Control personnel including but not limited to the capture, storage, and disposition of animals running at large or otherwise violating State law or local ordinances.
2. The County of DeWitt shall retain the $5 assessed for dogs found to be running at large pursuant to 510 ILCS 5/9.
3. The municipalities that are parties to this agreement shall pass an ordinance imposing no less than a $75 fine for an animal running at large, which shall be collected and retained by the County of DeWitt for the purpose of funding animal control within the county. A copy of the local animal control ordinance shall be filed with DeWitt County Clerk.
4. The DeWitt County State's Attorney's Office has the authority to enforce animal control ordinances for the municipalities that are party to this agreement. Alternatively the legal

counsel of the municipality may enforce animal control ordinances on behalf of the municipality if the State's Attorney's Office determines in its discretion to decline charges, or where the municipality gives notice to the State's Attorney that it will handle a particular violation.

5. Animal control ordinances shall include any and all ordinances passed by a unit of government that is party to this agreement, regulating or prohibiting in any manner the running at large of animals within the municipality, or otherwise prohibit the possession of animals or regulate the keeping of dangerous or vicious dogs, or prohibit attacks, bites, or shows of aggression by animals with the municipality.
6. All animals apprehended or seized by DeWitt County Animal Control pursuant to enforcement of any state law or local ordinance shall be stored at the DeWitt County Animal Shelter.
7. DeWitt County Animal Control employees and facilities shall be managed and controlled by the DeWitt County Board and its appropriate subsidiary bodies. The DeWitt County Animal Control Officer shall report to the Public Safety Committee.
8. Parties to this agreement shall make an annual contribution to the DeWitt County Animal Control Fund in an amount set forth in attachment A. In the event of early termination DeWitt County shall retain the full amount of the contribution. This amount shall never increase more than by 1% every year this agreement is renewed.
9. The parties to this agreement shall vest DeWitt County with sole discretion in admitting new parties to this agreement.
10. This agreement shall be for a term of 3 years and shall automatically renew unless the governing board of a party to the agreement sends written notice before 2 months prior to the expiration of this agreement.
11. The term of automatic renewal shall be for 3 years.
12. Any municipality may withdraw from this Agreement by giving 30 days notice to DeWitt County State's Attorney, or by failing to conform to the terms of this Agreement after 30 days notice from the State's Attorney.
13. Each party to this Agreement shall be responsible for its own conduct under the terms of this Agreement and shall indemnify and hold harmless the other parties to this agreement from and against any claim or judgment arising out of the conduct of the indemnifying party.

Attachment A

Parties to this agreement shall make an annual contribution to DeWitt County to fund the operation of DeWitt County Animal Control. This amount shall be calculated based upon population, rounded to the nearest 10th person. The amount shall be $1 per person living in the respective municipality per the US Census. Any and all parties that desire to enter into this agreement shall have their contribution calculated using this formula.