

Council Q & A – Jan. 21, 2020

Wednesday, January 15, 2020 5:21 PM

I. CONSENT AGENDA:

1. **20-036** Approve the 12/01/2019 through 12/31/2019 cash Disbursements for a total of \$28,341,682.54.
2. **20-003** Approve the regular City Council meeting minutes of December 17, 2019
3. **20-105** Approve the City Council meeting schedule for February, March and April 2020
4. **19-1048** Approve the award of RFP 19-170, Collection Agency Services, to Penn Credit Corporation for 17% of the total monies collected not to exceed \$120,000 and for a three-year term

Q:	Do they get 17% of all recovered plus the 120k. Or just 17% up to 120k?	Hinterlong
A:	Penn Credit will receive 17% of all recovered funds up to \$120,000.	Mayer

5. **19-1051** Approve the award of the second two-year extension to Contract 13-025A, Depository Banking Services, to BMO Harris for an amount not to exceed \$367,000
6. **19-1258** Approve the award of Option Year One to Contract 17-133, Land Surveying Services, to Christopher B. Burke Engineering, Engineering Resource Associates, Farnsworth Group, Hampton, Lenzini and Renwick, Inc., Ridgeline Consultants and Robinson Engineering for an amount not to exceed \$110,000
7. **20-004** Approve the award of Cooperative Procurement 20-018, South Waterworks Scrubber, to Trane Commercial Systems and Services for an amount not to exceed \$133,638.14, plus a 5% contingency
8. **20-008** Approve the award of Option Year Two to Contract 18-013, Tree Planting Services, to The Fields of Caton Farm for an amount not to exceed \$466,000

- 9. **20-062** Approve the award of Cooperative Procurement 20-054, Oracle Database Enterprise Support Renewal, to Mythics, Inc. for an amount not to exceed \$103,704.20 and for a one year term
- 10. **19-1130** Approve the award of Change Order #1 to Contract 19-059, 2019 Sanitary Sewer Manhole Rehabilitation, to Front Range Environmental for an additional 244 days
- 11. **20-071** Approve the award of Change Order #2 to Contract 18-024, Generator Maintenance Services, to Interstate Power Systems, Inc. for an amount not to exceed \$29,000 and a total award of \$232,292.60
- 12. **18-1017** Pass the ordinance prohibiting the use of groundwater as a potable water supply by the installation or use of potable water supply wells or by any other method within the specified limits surrounding the property at 1598 W. Ogden Avenue, Naperville, IL. 60540 and adjacent rights of way, including points of withdrawal by the City of Naperville
- 13. **19-1244B** Pass the ordinance granting a variance in order to install a fence at the subject property located at 240-244 E. 4th Avenue - PZC 19-1-130
- 14. **20-026** Pass the ordinance reserving the City's 2020 Volume Cap
- 15. **20-079** Pass the ordinance approving an extension to Ordinance 18-090 to allow a temporary banner to remain on the east wall of the Loggia Building (123 Water Street) through December 31, 2020, subject to the terms included in the ordinance.
- 16. **20-097** Waive the first reading and pass the ordinance authorizing the City Manager to administratively approve encroachment and easement agreements (Requires six positive votes).

Q:	I would be fine with the blade signs at this point. Balconies are a large part of a buildings design and I think are important to location and zoning that needs to be run through the process.	Hinterlong
A:	Noted.	Laff

- 17. **20-081** Adopt the resolution of official intent for reimbursement of capital projects

- 18. **20-088** Adopt the resolution authorizing execution of a collective Bargaining agreement between the City of Naperville and MAP Ch. # 582

- 19. **20-098** Direct staff to prepare a resolution for City Council consideration authorizing the replacement of the City’s covenant on the property located at 1720 Quincy Avenue with one that requires that said property not be conveyed or leased to any not-for-profit or exempt property use.

Q:	I’d like to see revenues coming from this site and not see it as a used car storage lot.	Hinterlong
A:	Agree, we have not discussed specific use restrictions for the site; however, we understand that there has been some interest from car dealers for storage.	Krieger

J. PUBLIC HEARINGS:

- 1. **20-025** Conduct the public hearing for Special Service Area No. 32 for the Wagner Farms shared-use paths

K. OLD BUSINESS:

L. ORDINANCES AND RESOLUTIONS:

- 1. **19-1254B** Option A: Concur with the petitioner and the Planning and Zoning Commission and pass the ordinance approving variances for Monument Sign 1 / South Sign, Monument Sign 2 / North Sign, and two ground signs along Aurora Avenue for the subject property located at 204 S. Route 59 (Westridge Court Shopping Center) - PZC 19-1-099; or Option B: Concur with staff and pass the ordinance approving variances for Monument Sign 1 / South Sign and two ground signs along Aurora Avenue and denying the variances for Monument Sign 2 / North Sign for the subject property located at 204 S. Route 59 (Westridge Court Shopping Center) - PZC 19-1-099

- 2. **19-1260B** Option A: Concur with the petitioner and the Planning and Zoning Commission and pass the ordinance approving a variance to permit a 3-season room to encroach into the required rear setback at the subject property located at 2212 River Woods Dr., subject to certain conditions; or Option B: Concur with staff and deny the request for a variance to permit a 3-season room encroach into the required rear setback at the

subject property located at 2212 River Woods Dr.- PZC 19-1-124.

- 3. **20-092** Consider two options for an amendment to the City’s municipal Code pertaining to the local sale of dogs and cats and conduct the first reading of the corresponding ordinance amending the Naperville Municipal Code.

Q:	Please list the other communities and counties that have this ordinance in place and whether they had pet stores effected and if they are still in business? Don’t worry about getting into the weeds with Chicago.	Hinterlong
	The majority of communities that adopted this type of ordinance did not have existing pet stores selling animals from commercial breeders. Outside of Chicago, only Crest Hill and Downers Grove had existing pet stores that would be effected by the ordinance. The pet store in Crest Hill had recently relocated there from Joliet and closed after the passage of the ordinance and the pet store in Downers Grove relocated to Lombard. Attached to Q & A is a copy of HB4105 filed on January 16, 2020 that seeks to require pet shop operators attest that dogs offered for sale are not obtained from a puppy mill.	Foley

M. AWARD OF BIDS AND OTHER ITEMS OF EXPENDITURE:

N. PETITIONS AND COMMUNICATIONS:

O. REPORTS AND RECOMMENDATIONS:

- 1. **19-1184** Provide direction regarding the use of wheel stops (parking bumpers) in private parking lots within the City of Naperville

Q:	I know years ago someone was killed by a driver that went over these at a car dealership.	Hinterlong
	Noted.	Novack

- 2. **20-034** Reconsider options regarding existing non-conforming Residential parkway aprons located in the City’s right-of-way.
- 3. **20-049** Approve the recommended changes to add sick leave to the PTO-11 time off plan and add paid parental leave as a City benefit.

P. NEW BUSINESS:

Q. ADJOURNMENT:

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the Communications Department at least 48 hours in advance of the scheduled meeting. The Communications Department can be reached in person at 400 S. Eagle Street, Naperville, IL., via telephone at 630-420-6707 or 630-305-5205 (TDD) or via e-mail at info@naperville.il.us. Every effort will be made to allow for meeting participation.

101ST GENERAL ASSEMBLY
State of Illinois
2019 and 2020
HB4105

Introduced , by Rep. Margo McDermed

SYNOPSIS AS INTRODUCED:

225 ILCS 605/2	from Ch. 8, par. 302
225 ILCS 605/2.2	from Ch. 8, par. 302.2
225 ILCS 605/3.6	
225 ILCS 605/3.8	
225 ILCS 605/3.10 new	
225 ILCS 605/3.15	
225 ILCS 605/21	from Ch. 8, par. 321
225 ILCS 605/22	from Ch. 8, par. 322

Amends the Animal Welfare Act. Defines "professional breeder". Provides that an animal shelter shall not accept a dog or cat from an owner, animal shelter, or out-of-state animal control facility unless it obtains documentation attesting the dog or cat was not obtained through compensation or payment made to a cat breeder, dog breeder, dog dealer, or dog broker. Provides that a pet shop operator or dog dealer shall submit records to the Department of Agriculture that attests that dogs offered for sale are not obtained from a puppy mill. Provides conditions dog breeders must satisfy relating to primary enclosures, breeding practices, veterinary care, socialization, retirement, and recordkeeping. Provides that dog dealers must comply with disclosure requirements when offering a dog or cat for sale. Increases fees for licenses issued under the Act.

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FISCAL NOTE ACT MAY
APPLY

A BILL FOR

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1 AN ACT concerning regulation.

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

4 Section 5. The Animal Welfare Act is amended by changing
5 Sections 2, 2.2, 3.6, 3.8, 3.15, 21, and 22 and by adding
6 Section 3.10 as follows:

7 (225 ILCS 605/2) (from Ch. 8, par. 302)

8 Sec. 2. Definitions. As used in this Act unless the context
9 otherwise requires:

10 "Department" means the Illinois Department of Agriculture.

11 "Director" means the Director of the Illinois Department of
12 Agriculture.

13 "Pet shop operator" means any person who sells, offers to
14 sell, exchange, or offers for adoption with or without charge
15 or donation dogs, cats, birds, fish, reptiles, or other animals
16 customarily obtained as pets in this State. However, a person
17 who sells only such animals that he has produced and raised
18 shall not be considered a pet shop operator under this Act, and
19 a veterinary hospital or clinic operated by a veterinarian or
20 veterinarians licensed under the Veterinary Medicine and
21 Surgery Practice Act of 2004 shall not be considered a pet shop
22 operator under this Act.

23 "Dog dealer" means any person who sells, offers to sell,

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1 exchange, or offers for adoption with or without charge or
2 donation dogs in this State. However, a person who sells only
3 dogs that he has produced and raised shall not be considered a
4 dog dealer under this Act, and a veterinary hospital or clinic
5 operated by a veterinarian or veterinarians licensed under the
6 Veterinary Medicine and Surgery Practice Act of 2004 shall not

7 be considered a dog dealer under this Act.

8 "Secretary of Agriculture" or "Secretary" means the
9 Secretary of Agriculture of the United States Department of
10 Agriculture.

11 "Person" means any person, firm, corporation, partnership,
12 association or other legal entity, any public or private
13 institution, the State of Illinois, or any municipal
14 corporation or political subdivision of the State.

15 "Kennel operator" means any person who operates an
16 establishment, other than an animal control facility,
17 veterinary hospital, or animal shelter, where dogs or dogs and
18 cats are maintained for boarding, training or similar purposes
19 for a fee or compensation.

20 "Boarding" means a time frame greater than 12 hours or an
21 overnight period during which an animal is kept by a kennel
22 operator.

23 "Cat breeder" means a person who sells, offers to sell,
24 exchanges, or offers for adoption with or without charge cats
25 that he or she has produced and raised. A person who owns, has
26 possession of, or harbors 5 or less females capable of

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1 reproduction shall not be considered a cat breeder.

2 "Dog breeder" means a person who sells, offers to sell,
3 exchanges, or offers for adoption with or without charge dogs
4 that he has produced and raised. A person who owns, has
5 possession of, or harbors 5 or less females capable of
6 reproduction shall not be considered a dog breeder.

7 "Animal control facility" means any facility operated by or
8 under contract for the State, county, or any municipal
9 corporation or political subdivision of the State for the
10 purpose of impounding or harboring seized, stray, homeless,
11 abandoned or unwanted dogs, cats, and other animals. "Animal
12 control facility" also means any veterinary hospital or clinic
13 operated by a veterinarian or veterinarians licensed under the
14 Veterinary Medicine and Surgery Practice Act of 2004 which
15 operates for the above mentioned purpose in addition to its

16 customary purposes.

17 "Animal shelter" means a facility operated, owned, or
18 maintained by a duly incorporated humane society, animal
19 welfare society, or other non-profit organization for the
20 purpose of providing for and promoting the welfare, protection,
21 and humane treatment of animals. An organization that does not
22 have its own building that maintains animals solely in foster
23 homes or other licensees is an "animal shelter" for purposes of
24 this Act. "Animal shelter" also means any veterinary hospital
25 or clinic operated by a veterinarian or veterinarians licensed
26 under the Veterinary Medicine and Surgery Practice Act of 2004

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1 which operates for the above mentioned purpose in addition to
2 its customary purposes.

3 "Day care operator" means a person who operates an
4 establishment, other than an animal control facility,
5 veterinary hospital, or animal shelter, where dogs or dogs and
6 cats are kept for a period of time not exceeding 12 hours.

7 "Foster home" means an entity that accepts the
8 responsibility for stewardship of animals that are the
9 obligation of an animal shelter or animal control facility, not
10 to exceed 4 foster animals or 2 litters under 8 weeks of age at
11 any given time. A written agreement to operate as a "foster
12 home" shall be contracted with the animal shelter or animal
13 control facility.

14 "Guard dog service" means an entity that, for a fee,
15 furnishes or leases guard or sentry dogs for the protection of
16 life or property. A person is not a guard dog service solely
17 because he or she owns a dog and uses it to guard his or her
18 home, business, or farmland.

19 "Guard dog" means a type of dog used primarily for the
20 purpose of defending, patrolling, or protecting property or
21 life at a commercial establishment other than a farm. "Guard
22 dog" does not include stock dogs used primarily for handling
23 and controlling livestock or farm animals, nor does it include
24 personally owned pets that also provide security.

25 "Return" in return to field or trap, neuter, return program
26 means to return the cat to field after it has been sterilized

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1 and vaccinated for rabies.

2 "Sentry dog" means a dog trained to work without
3 supervision in a fenced facility other than a farm, and to
4 deter or detain unauthorized persons found within the facility.

5 "Probationary status" means the 12-month period following
6 a series of violations of this Act during which any further
7 violation shall result in an automatic 12-month suspension of
8 licensure.

9 "Owner" means any person having a right of property in an
10 animal, who keeps or harbors an animal, who has an animal in
11 his or her care or acts as its custodian, or who knowingly
12 permits a dog to remain on any premises occupied by him or her.
13 "Owner" does not include a feral cat caretaker participating in
14 a trap, spay/neuter, vaccinate for rabies, and return program.

15 "Professional breeder" means a legal entity or individual
16 that owns, has possession of, or houses more than 5 breeding
17 female dogs, is required to be licensed and regulated under the
18 federal Animal Welfare Act by the United States Department of
19 Agriculture, and, in return for a fee or consideration, sells
20 or adopts the offspring of the breeding dogs to the public, a
21 pet store, or a tax-exempt rescue organization.

22 (Source: P.A. 100-842, eff. 1-1-19; 100-870, eff. 1-1-19;
23 101-81, eff. 7-12-19; 101-295, eff. 8-9-19.)

24 (225 ILCS 605/2.2) (from Ch. 8, par. 302.2)

25 Sec. 2.2. No dog dealer, dog breeder, ~~or~~ cat breeder, or

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1 animal shelter shall separate a puppy or kitten from its
2 mother, for the purpose of sale or adoption, until such puppy
3 or kitten has attained the age of 8 weeks.

4 All licensees under this Act shall maintain records of the
5 origin and sale of all dogs, and such records shall be made
6 available for inspection by the Secretary or the Department
7 upon demand. Such records must contain proof in proper form of
8 purebreds and their pedigree, and evidence of such proof must
9 be provided to any person acquiring a dog from a licensee under
10 this Act. In addition, guard dog services shall be required to
11 maintain records of transfer of ownership, death, or
12 disappearance of a guard dog or sentry dog used by that guard
13 dog service.

14 (Source: P.A. 100-842, eff. 1-1-19.)

15 (225 ILCS 605/3.6)

16 Sec. 3.6. Acceptance of stray dogs and cats.

17 (a) No animal shelter may accept a stray dog or cat unless
18 the animal is reported by the shelter to the animal control or
19 law enforcement of the county in which the animal is found by
20 the next business day. An animal shelter may accept animals
21 from: (1) the owner of the animal where the owner signs a
22 relinquishment form which states he or she is the owner of the
23 animal; (2) an animal shelter licensed under this Act; or (3)
24 an out-of-state animal control facility, rescue group, or
25 animal shelter that is duly licensed in their state or is a

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1 not-for-profit organization. An animal shelter shall not
2 accept a dog or cat from an organization described in item (2)
3 or (3) of this subsection unless it obtains documentation
4 attesting that the dog or cat was not obtained through
5 compensation or payment made to a cat breeder, dog breeder, dog
6 dealer, or dog broker.

7 (b) When stray dogs and cats are accepted by an animal
8 shelter, they must be scanned for the presence of a microchip
9 and examined for other currently-acceptable methods of
10 identification, including, but not limited to, identification
11 tags, tattoos, and rabies license tags. The examination for
12 identification shall be done within 24 hours after the intake

13 of each dog or cat. The animal shelter shall notify the owner
14 and transfer any dog with an identified owner to the animal
15 control or law enforcement agency in the jurisdiction in which
16 it was found or the local animal control agency for redemption.

17 (c) If no transfer can occur, the animal shelter shall make
18 every reasonable attempt to contact the owner, agent, or
19 caretaker as soon as possible. The animal shelter shall give
20 notice of not less than 7 business days to the owner, agent, or
21 caretaker prior to disposal of the animal. The notice shall be
22 mailed to the last known address of the owner, agent, or
23 caretaker. Testimony of the animal shelter, or its authorized
24 agent, who mails the notice shall be evidence of the receipt of
25 the notice by the owner, agent, or caretaker of the animal. A
26 mailed notice shall remain the primary means of owner, agent,

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1 or caretaker contact; however, the animal shelter shall also
2 attempt to contact the owner, agent, or caretaker by any other
3 contact information, such as by telephone or email address,
4 provided by the microchip or other method of identification
5 found on the dog or cat. If the dog or cat has been
6 microchipped and the primary contact listed by the chip
7 manufacturer cannot be located or refuses to reclaim the dog or
8 cat, an attempt shall be made to contact any secondary contacts
9 listed by the chip manufacturer or the purchaser of the
10 microchip if the purchaser is a nonprofit organization, animal
11 shelter, animal control facility, pet store, breeder, or
12 veterinary office prior to adoption, transfer, or
13 euthanization. Prior to transferring any stray dog or cat to
14 another humane shelter, pet store, rescue group, or
15 euthanization, the dog or cat shall be scanned again for the
16 presence of a microchip and examined for other means of
17 identification. If a second scan provides the same identifying
18 information as the initial intake scan and the owner, agent, or
19 caretaker has not been located or refuses to reclaim the dog or
20 cat, the animal shelter may proceed with adoption, transfer, or
21 euthanization.

22 (d) When stray dogs and cats are accepted by an animal
23 shelter and no owner can be identified, the shelter shall hold
24 the animal for the period specified in local ordinance prior to
25 adoption, transfer, or euthanasia. The animal shelter shall
26 allow access to the public to view the animals housed there. If

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1 a dog is identified by an owner who desires to make redemption
2 of it, the dog shall be transferred to the local animal control
3 for redemption. If no transfer can occur, the animal shelter
4 shall proceed pursuant to Section 3.7. Upon lapse of the hold
5 period specified in local ordinance and no owner can be
6 identified, ownership of the animal, by operation of law,
7 transfers to the shelter that has custody of the animal.

8 (e) No representative of an animal shelter may enter
9 private property and remove an animal without permission from
10 the property owner and animal owner, nor can any representative
11 of an animal shelter direct another individual to enter private
12 property and remove an animal unless that individual is an
13 approved humane investigator (approved by the Department)
14 operating pursuant to the provisions of the Humane Care for
15 Animals Act.

16 (f) Nothing in this Section limits an animal shelter and an
17 animal control facility who, through mutual agreement, wish to
18 enter into an agreement for animal control, boarding, holding,
19 measures to improve life-saving, or other services provided
20 that the agreement requires parties adhere to the provisions of
21 the Animal Control Act, the Humane Euthanasia in Animal
22 Shelters Act, and the Humane Care for Animals Act.

23 (g) An animal shelter shall not obtain a dog or cat by any
24 means other than owner surrender, transfer from an animal
25 control facility, an order by law enforcement, a court order,
26 or an animal shelter in compliance with subsection (a) of this

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1 Section.

2 (Source: P.A. 99-310, eff. 1-1-16; 100-322, eff. 8-24-17;
3 100-870, eff. 1-1-19.)

4 (225 ILCS 605/3.8)

5 Sec. 3.8. Sourcing of dogs and cats sold by pet shops or
6 dog dealers.

7 (a) A pet shop operator or dog dealer may not obtain a dog
8 or cat for resale or sell or offer for sale any dog or cat
9 obtained from a professional breeder ~~person~~ who is required to
10 be licensed by the pet dealer regulations of the United States
11 Department of Agriculture under the federal Animal Welfare Act
12 (7 U.S.C. 2131 et seq.) if any of the following applies to the
13 original breeder:

14 (1) The person is not currently licensed by the United
15 States Department of Agriculture under the federal Animal
16 Welfare Act.

17 (2) During the 2-year period before the day the dog or
18 cat is received by the pet shop, the person received a
19 direct or critical non-compliant citation on a final
20 inspection report from the United States Department of
21 Agriculture under the federal Animal Welfare Act.

22 (3) During the 2-year period before the day the dog or
23 cat is received by the pet shop, the person received 3 or
24 more non-compliant citations on a final inspection report
25 from the United States Department of Agriculture for

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1 violations relating to the health or welfare of the animal
2 and the violations were not administrative in nature.

3 (4) The person received a no-access violation on each
4 of the 3 most recent final inspection reports from the
5 United States Department of Agriculture.

6 (b) A pet shop operator is presumed to have acted in good
7 faith and to have satisfied its obligation to ascertain whether
8 a person meets the criteria described in subsection (a) of this
9 Section if, when placing an order to obtain a dog or cat for

10 sale or resale, the pet shop operator conducts a search for
11 inspection reports that are readily available of the breeder on
12 the Animal Care Information System online search tool
13 maintained by the United States Department of Agriculture. If
14 inspection reports are not readily available on the United
15 States Department of Agriculture website, the pet shop operator
16 must obtain the inspection reports from the person or persons
17 required to meet the criteria described in subsection (a) of
18 this Section.

19 (c) In addition to the sourcing requirements in subsection
20 (a) of this Section, a pet shop operator or dog dealer shall
21 also submit records to the Department that attest that dogs
22 offered for sale are not obtained from a puppy mill. As used in
23 this Section, "puppy mill" means a breeder operation that sells
24 dogs for money and fails to adhere to the requirements of this
25 Section regarding primary enclosures, breeding practices,
26 veterinary care, socialization, retirement, and recordkeeping.

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1 The standard of failure by a professional breeder shall be
2 that, upon inspection by either the government agency with
3 jurisdiction in the home state the breeder operates in, or, if
4 the government agency with jurisdiction authorizes the use of
5 third party certification of inspections: (1) a licensed
6 veterinarian in good standing in the state in which the
7 professional breeder is located, (2) the state breeder
8 association within the state in which the breeder is located,
9 or (3) at the request of a breeder or pet store, an independent
10 inspection by an ISO 9001 audit firm, any 2 of the following
11 conditions are not met:

12 (A) Primary enclosures.

13 (i) The primary enclosures are at least 2 times the
14 currently mandated United States Department of
15 Agriculture enclosure size as of December 31, 2019.

16 (ii) The primary enclosures have solid or slatted
17 floors and may consist of coated or expanded metal
18 flooring. The mandatory minimum space required for

19 primary enclosures in professional breeding facilities
20 shall have solid floors or flooring that is slatted
21 with slats that are at least 3.5 inches in width with
22 no more than half-inch gaps between slats. Flooring
23 shall be constructed in a manner that protects the
24 dogs' feet and legs from injury and that will not allow
25 the dogs' feet to pass through any openings in the
26 floor.

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1 (iii) The primary enclosures consist of materials
2 that can be cleaned and sanitized, are safe for the
3 breed, size, and age of the dog, are free from
4 protruding sharp edges, and are designed so that the
5 paw of the dog is unable to extend through or become
6 caught in the flooring.

7 (iv) If the flooring surface of the primary
8 enclosure consists of a material that is not solid, the
9 primary enclosure has a solid resting area that can
10 accommodate the full length of the dog while lying
11 down.

12 (v) The flooring of the primary enclosure does not
13 sag, bend, or bounce.

14 (vi) The primary enclosures are not stacked on top
15 of one another.

16 (vii) The indoor temperatures of the primary
17 enclosures do not exceed below 45 degrees Fahrenheit or
18 above 85 degrees Fahrenheit for more than 2 hours,
19 unless a variation is recommended in consultation with
20 a licensed veterinarian.

21 (B) Breeding practices and veterinary care.

22 (i) A breeding female shall receive an examination
23 by a licensed veterinarian prior to its first breeding
24 cycle to ensure the female is healthy enough to be
25 bred.

26 (ii) Annual veterinarian exams shall include, but

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1 are not limited to: (I) a hands-on examination by a
2 veterinarian, including a comprehensive physical
3 examination, dental assessment, body condition
4 scoring, and pain assessment, at least once a year to
5 ensure health problems are identified and treated;
6 (II) an assessment that a breeding female has received
7 adequate rest between litters to allow for proper
8 physical recovery and remains healthy enough to be bred
9 prior to its next breeding cycle; and (III) regular fur
10 grooming and nail trimming as needed for the safety and
11 comfort of the dog based on that dog's breed or at
12 least twice a year.

13 (iii) Canine cesarean sections and euthanasia are
14 to be performed only by licensed veterinarians.

15 (iv) Retention of veterinarian records detailing
16 the program of care to ensure professional breeding
17 facilities provide the necessary care routinely
18 prescribed to companion animals.

19 (v) Unless otherwise directed by a veterinarian,
20 the dog is provided, twice each day, food that is
21 sufficient to maintain body condition and weight as
22 directed by a veterinarian; the food shall be unspoiled
23 and uncontaminated, provided in accordance with a
24 nutritional plan recommended by a veterinarian, and
25 served in receptacles that are clean and sanitary.

26 (vi) Each day, the dog is provided access to a

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1 continuous supply of potable water that is in clean and
2 sanitary receptacles and is of sufficient quality and
3 quantity to ensure maintenance of normal body
4 condition and growth unless otherwise directed by a
5 veterinarian.

6 (vii) The breeder shall comply with a vaccination

7 and parasite control program that is approved by a
8 veterinarian and that is consistent with
9 recommendations of the American Veterinary Medical
10 Association or the American Animal Hospital
11 Association.

12 (C) Socialization.

13 (i) All adult dogs in professional breeding
14 facilities have either constant, unfettered access or
15 supervised daily access to an exercise area of
16 sufficient size to ensure proper physical development,
17 health, and socialization. Socialization includes, but
18 is not limited to, daily petting, stroking, grooming,
19 feeding, playing with, exercising, or other touching
20 of the dog that is beneficial to the well-being of the
21 dog.

22 (ii) The exercise area should, at a minimum, be at
23 least twice the amount of space required for the
24 primary enclosure. The exercise area may be indoors or
25 outdoors.

26 (iii) The exercise and socialization program must

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1 be approved and certified by a licensed veterinarian.

2 (D) Retirement. If a dog is no longer to be bred or a
3 veterinarian determines the dog is no longer healthy enough
4 to be bred, the breeder shall retire the animal. If the
5 breeder chooses not to keep the dog, the breeder must make
6 all reasonable efforts to find placement with an adoptive
7 family, rescue organization, or other appropriate owner
8 for that animal.

9 (E) Recordkeeping.

10 (i) A professional breeder shall maintain all
11 veterinarian and animal care records for each animal
12 for 2 years after ceasing to own the animal.

13 (ii) A professional breeder shall maintain all
14 certified audit records for 2 years.

15 (iii) A professional breeder shall provide a copy

16 of all veterinarian records, audit records, and
 17 inspection reports upon the sale of any animal.

18 (iv) A pet store operator shall make available
 19 copies of all veterinarian records, audit records, and
 20 inspection reports of any animal.

21 (v) A pet store operator shall file all inspection
 22 reports and audit records via mail, facsimile, or
 23 electronic mail with the Department.

24 (d) ~~(e)~~ Notwithstanding subsections (a), ~~and (b)~~, and (c)
 25 of this Section, a pet shop operator may obtain a dog or cat
 26 for resale or sell or offer for sale any dog or cat obtained

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1 from: (1) a person that sells dogs only he or she has produced
 2 and raised and who is not required to be licensed by the United
 3 States Department of Agriculture, (2) a publicly operated pound
 4 or a private non-profit humane society, animal shelter, or
 5 rescue, or (3) an animal adoption event conducted by a pound or
 6 humane society.

7 (e) ~~(d)~~ A pet shop operator or dog dealer shall maintain
 8 records verifying its compliance with this Section for 2 years
 9 after obtaining the dog or cat to be sold or offered for sale.
 10 Records maintained pursuant to this subsection (d) shall be
 11 open to inspection on request by a Department of Agriculture
 12 inspector.

13 (Source: P.A. 100-322, eff. 8-24-17.)

14 (225 ILCS 605/3.10 new)

15 Sec. 3.10. Limitations. Nothing in this Act shall be held
 16 to limit in any manner the power of any municipality or other
 17 political subdivision to regulate the zoning, operation, or
 18 permitting of pet stores, dog dealers, or animal shelters,
 19 provided that no regulation, policy, or ordinance is specific
 20 to the sourcing of animals to be sold or adopted.

21 (225 ILCS 605/3.15)

22 Sec. 3.15. Disclosures for dogs and cats being sold by pet
 23 shops or dog dealers.

24 (a) Prior to the time of sale, every pet shop operator or

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1 dog dealer must, to the best of his or her knowledge, provide
2 to the consumer the following information on any dog or cat
3 being offered for sale:

4 (1) The retail price of the dog or cat, including any
5 additional fees or charges.

6 (2) The breed, age, date of birth, sex, and color of
7 the dog or cat.

8 (3) The date and description of any inoculation or
9 medical treatment that the dog or cat received while under
10 the possession of the pet shop operator.

11 (4) The name and business address of both the dog or
12 cat breeder and the facility where the dog or cat was born.
13 If the dog or cat breeder is located in the State, then the
14 breeder's license number. If the dog or cat breeder also
15 holds a license issued by the United States Department of
16 Agriculture, the breeder's federal license number.

17 (5) (Blank).

18 (6) If eligible for registration with a pedigree
19 registry, then the name and registration numbers of the
20 sire and dam and the address of the pedigree registry where
21 the sire and dam are registered.

22 (7) If the dog or cat was returned by a customer, then
23 the date and reason for the return.

24 (8) A copy of the pet shop's policy regarding
25 warranties, refunds, or returns and an explanation of the
26 remedy under subsections (f) through (m) of this Section in

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1 addition to any other remedies available at law.

2 (9) The pet shop operator's or dog dealer's license
3 number issued by the Illinois Department of Agriculture.

4 (10) Disclosure that the dog or cat has been

5 microchipped and the microchip has been enrolled in a
6 nationally searchable database. Pet stores must also
7 disclose that the purchaser has the option to list the pet
8 store as a secondary contact on the microchip.

9 (a-5) All dogs and cats shall be microchipped by a pet shop
10 operator prior to sale.

11 (b) The information required in subsection (a) shall be
12 provided to the customer in written form by the pet shop
13 operator or dog dealer and shall have an acknowledgement of
14 disclosures form, which must be signed by the customer and the
15 pet shop operator or dog dealer at the time of sale. The
16 acknowledgement of disclosures form shall include the
17 following:

18 (1) A blank space for the dated signature and printed
19 name of the pet shop operator or dog dealer, which shall be
20 immediately beneath the following statement: "I hereby
21 attest that all of the above information is true and
22 correct to the best of my knowledge."

23 (2) A blank space for the customer to sign and print
24 his or her name and the date, which shall be immediately
25 beneath the following statement: "I hereby attest that this
26 disclosure was posted on or near the cage of the dog or cat

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1 for sale and that I have read all of the disclosures. I
2 further understand that I am entitled to keep a signed copy
3 of this disclosure."

4 (c) A copy of the disclosures and the signed
5 acknowledgement of disclosures form shall be provided to the
6 customer at the time of sale and the original copy shall be
7 maintained by the pet shop operator or dog dealer for a period
8 of 2 years from the date of sale. A copy of the pet store
9 operator's policy regarding warranties, refunds, or returns
10 shall be provided to the customer.

11 (d) A pet shop operator shall post in a conspicuous place
12 in writing on or near the cage of any dog or cat available for
13 sale the information required by subsection (a) of this Section

14 3.15.

15 (e) If there is an outbreak of distemper, parvovirus, or
16 any other contagious and potentially life-threatening disease,
17 the pet shop operator shall notify the Department immediately
18 upon becoming aware of the disease. If the Department issues a
19 quarantine, the pet shop operator shall notify, in writing and
20 within 2 business days of the quarantine, each customer who
21 purchased a dog or cat during the 2-week period prior to the
22 outbreak and quarantine.

23 (f) A customer who purchased a dog or cat from a pet shop
24 or a dog dealer, or adopted a dog or cat from an animal shelter
25 and the animal shelter did not fully disclose all health
26 information of the animal to the customer prior to adoption, is

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1 entitled to a remedy under this Section if:

2 (1) within 21 days after the date of sale, a licensed
3 veterinarian states in writing that at the time of sale (A)
4 the dog or cat was unfit for purchase due to illness or
5 disease, the presence of symptoms of a contagious or
6 infectious disease, or obvious signs of severe parasitism
7 that are extreme enough to influence the general health of
8 the animal, excluding fleas or ticks, or (B) the dog or cat
9 has died from a disease that existed in the dog or cat on
10 or before the date of delivery to the customer; or

11 (2) within one year after the date of sale, a licensed
12 veterinarian states in writing that the dog or cat
13 possesses a congenital or hereditary condition that
14 adversely affects the health of the dog or cat or requires
15 either hospitalization or a non-elective surgical
16 procedure or has died of a congenital or hereditary
17 condition. Internal or external parasites may not be
18 considered to adversely affect the health of the dog unless
19 the presence of the parasites makes the dog or cat
20 clinically ill. The veterinarian's statement shall
21 include:

22 (A) the customer's name and address;

- 23 (B) a statement that the veterinarian examined the
24 dog or cat;
25 (C) the date or dates that the dog or cat was
26 examined;

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- 1 (D) the breed and age of the dog or cat, if known;
2 (E) a statement that the dog or cat has or had a
3 disease, illness, or congenital or hereditary
4 condition that is subject to remedy; and
5 (F) the findings of the examination or necropsy,
6 including any lab results or copies of the results.
7 (g) A customer entitled to a remedy under subsection (f) of
8 this Section may:
9 (1) return the dog or cat to the pet shop for a full
10 refund of the purchase price;
11 (2) exchange the dog or cat for another dog or cat of
12 comparable value chosen by the customer;
13 (3) retain the dog or cat and be reimbursed for
14 reasonable veterinary fees for diagnosis and treatment of
15 the dog or cat, not to exceed the purchase price of the dog
16 or cat; or
17 (4) if the dog or cat is deceased, be reimbursed for
18 the full purchase price of the dog or cat plus reasonable
19 veterinary fees associated with the diagnosis and
20 treatment of the dog or cat, not to exceed one times the
21 purchase price of the dog or cat.
22 For the purposes of this Section ~~subsection (g)~~, veterinary
23 fees shall be considered reasonable if (i) the services
24 provided are appropriate for the diagnosis and treatment of the
25 disease, illness, or congenital or hereditary condition and
26 (ii) the cost of the services is comparable to that charged for

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1 similar services by other licensed veterinarians located in

2 close proximity to the treating veterinarian.

3 (h) Unless the pet shop, dog dealer, or animal shelter
4 contests a reimbursement required under subsection (g) of this
5 Section, the reimbursement shall be made to the customer no
6 later than 10 business days after the pet shop operator, dog
7 dealer, or animal shelter receives the veterinarian's
8 statement under subsection (f) of this Section.

9 (i) To obtain a remedy under this Section, a customer
10 shall:

11 (1) notify the pet shop, dog dealer, or animal shelter
12 as soon as reasonably possible and not to exceed 3 business
13 days after a diagnosis by a licensed veterinarian of a
14 disease, illness, or congenital or hereditary condition of
15 the dog or cat for which the customer is seeking a remedy;

16 (2) provide to the pet shop, dog dealer, or animal
17 shelter a written statement provided for under subsection
18 (f) of this Section by a licensed veterinarian within 5
19 business days after a diagnosis by the veterinarian;

20 (3) upon request of the pet shop, dog dealer, or animal
21 shelter, take the dog or cat for an examination by a second
22 licensed veterinarian; the customer may either choose the
23 second licensed veterinarian or allow the pet shop, dog
24 dealer, or animal shelter to choose the second
25 veterinarian, if the pet shop, dog dealer, or animal
26 shelter agrees to do so. The party choosing the second

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1 veterinarian shall assume the cost of the resulting
2 examination; and

3 (4) if the customer requests a reimbursement of
4 veterinary fees, provide to the pet shop, dog dealer, or
5 animal shelter an itemized bill for the disease, illness,
6 or congenital or hereditary condition of the dog or cat for
7 which the customer is seeking a remedy.

8 (j) A customer is not entitled to a remedy under this
9 Section if:

10 (1) the illness or death resulted from: (A)

11 maltreatment or neglect by the customer; (B) an injury
12 sustained after the delivery of the dog or cat to the
13 customer; or (C) an illness or disease contracted after the
14 delivery of the dog or cat to the customer;

15 (2) the customer does not carry out the recommended
16 treatment prescribed by the veterinarian who made the
17 diagnosis; or

18 (3) the customer does not return to the pet shop all
19 documents provided to register the dog or cat, unless the
20 documents have already been sent to the registry
21 organization.

22 (k) A pet shop, dog dealer, or animal shelter may contest a
23 remedy under this Section by having the dog or cat examined by
24 a second licensed veterinarian pursuant to paragraph (3) of
25 subsection (i) of this Section if the dog or cat is still
26 living. If the dog or cat is deceased, the pet shop may choose

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1 to have the second veterinarian review any records provided by
2 the veterinarian who examined or treated the dog or cat for the
3 customer before its death.

4 If the customer and the pet shop, dog dealer, or animal
5 shelter have not reached an agreement within 10 business days
6 after the examination of the medical records and the dog or
7 cat, if alive, or the dog's or cat's medical records, if
8 deceased, by the second veterinarian, then:

9 (1) the customer may bring suit in a court of competent
10 jurisdiction to resolve the dispute; or

11 (2) if the customer and the pet shop, dog dealer, or
12 animal shelter agree in writing, the parties may submit the
13 dispute to binding arbitration.

14 If the court or arbiter finds that either party acted in
15 bad faith in seeking or denying the requested remedy, then the
16 offending party may be required to pay reasonable attorney's
17 fees and court costs of the adverse party.

18 (1) (Blank). This Section shall not apply to any adoption
19 of dogs or cats, including those in which a pet shop or other

20 ~~organization rents or donates space to facilitate the adoption.~~
21 (m) If a pet shop or dog dealer offers its own warranty on
22 a pet, a customer may choose to waive the remedies provided
23 under subsection (f) of this Section in favor of choosing the
24 warranty provided by the pet shop or dog dealer. If a customer
25 waives the rights provided by subsection (f), the only remedies
26 available to the customer are those provided by the ~~pet shop's~~

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1 warranty offered by the pet store or dog dealer and accepted by
2 the customer. For the statement to be an effective waiver of
3 the customer's right to refund or exchange the animal under
4 subsection (f), the pet shop or dog dealer must provide, in
5 writing, a statement of the remedy under subsection (f) that
6 the customer is waiving as well as a written copy of the
7 offered and accepted ~~pet shop's~~ warranty. For the statement to
8 be an effective waiver of the customer's right to refund or
9 exchange the animal under subsection (f), it shall be
10 substantially similar to the following language:

11 "I have agreed to accept the warranty provided by the
12 pet shop or dog dealer in lieu of the remedies under
13 subsection (f) of Section 3.15 of the Illinois Animal
14 Welfare Act. I have received a copy of the pet shop's
15 warranty and a statement of the remedies provided under
16 subsection (f) of Section 3.15 of the Illinois Animal
17 Welfare Act. This is a waiver pursuant to subsection (m) of
18 Section 3.15 of the Illinois Animal Welfare Act whereby I,
19 the customer, relinquish any and all right to return the
20 animal for congenital and hereditary disorders provided by
21 subsection (f) of Section 3.15 of the Illinois Animal
22 Welfare Act. I agree that my exclusive remedy is the
23 warranty provided by the pet shop or dog dealer at the time
24 of sale."

25 (Source: P.A. 100-322, eff. 8-24-17.)

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1 (225 ILCS 605/21) (from Ch. 8, par. 321)

2 Sec. 21. The following fees shall accompany each
3 application for a license, which fees shall not be returnable:

4 a. for an original license to an individual .\$500 ~~.\$350~~

5 b. for an original license to a partnership,
6 animal shelter, or animal control
7 facility or corporation \$350

8 c. for an annual renewal license\$250 ~~.\$100~~

9 d. for each branch office license\$250 ~~.\$100~~

10 e. for the renewal of any license not renewed by
11 July 1 of the year \$400

12 ~~f. (blank)~~

13 ~~g. (blank)~~

14 (Source: P.A. 101-295, eff. 8-9-19; revised 12-9-19.)

15 (225 ILCS 605/22) (from Ch. 8, par. 322)

16 Sec. 22. All fees and other money received by the
17 Department under this Act shall be paid into the General
18 Revenue Fund in the State Treasury and shall be appropriated to
19 the Department for the administration and enforcement of this
20 Act.

21 (Source: Laws 1965, p. 2956.)