



**PUBLIC NOTICE
THE ELOY CITY COUNCIL
Meets
MONDAY, MARCH 20, 2023
5:30 PM
ELOY CITY COUNCIL CHAMBERS
595 NORTH C STREET
ELOY, ARIZONA 85131
For a
WORK SESSION**

AGENDA

- I. Call to Order**
- II. Roll Call**
- III. Pledge of Allegiance**
- IV. Unscheduled Public Appearances**
- V. Discussion Items**
 - A. Discussion on Alternative Options Related to Animal Control Services in the City of Eloy
- VI. Adjournment**

**POSTED BY 5:00 P.M. ON THURSDAY, MARCH 16, 2023, AT ELOY CITY HALL,
ELOY POST OFFICE, TROY THOMAS COMMUNITY CENTER, TOLTEC
COMMUNITY/SENIOR CENTER AND CITY WEBSITE: www.elayaz.gov**

Mary Myers, MMC, CPM
City Clerk

INDIVIDUALS WITH SPECIAL ACCESSIBILITY NEEDS MAY CONTACT LORENA LaSALDE-RIOS, ADA COORDINATOR FOR THE CITY OF ELOY AT 520-466-9201 OR 520-466-7455 (TDD). IF POSSIBLE, SUCH REQUESTS SHOULD BE MADE 72 HOURS IN ADVANCE. ONE OR MORE MEMBERS OF THE COUNCIL AND/OR STAFF MAY PARTICIPATE BY TELEPHONIC OR VIDEO MEANS.

**ANIMAL CARE AND CONTROL – OPTIONS FOR PROVIDING
COMPASSIONATE CARE AND SHELTER SERVICES IN THE CITY OF ELOY**

**BRIAN D. JEROME
ELOY POLICE DEPARTMENT, (AZ)**

**A Staff Study Submitted to
Chief Vasquez
February 28, 2023**

ANIMAL CARE AND CONTROL – OPTIONS FOR PROVIDING COMPASSIONATE CARE AND SHELTER SERVICES IN THE CITY OF ELOY

PROBLEM:

The City of Eloy provides municipal government services to residents, visitors, and business located within the City limits. The corporate city limits encompass approximately 113 square miles. (Annex A) (City of Eloy, 2023)

The City of Eloy entered into an Intergovernmental Agreement (IGA) with Pinal County for Animal Care and Control Services on or around October 1, 2020. (Annex B) In the IGA, County agrees to provide the following services.

- Two rabies vaccination/licensing clinics per calendar year
- Respond to all priority or emergency calls regarding animal care and control from/within the incorporated boundaries of Eloy
- Trapping of nuisance dogs (If weather permits and not in outdoor temperatures of 90 degrees and above)
- Impound of stray, sick, injured or aggressive animals
- Humane care and maintenance of impounded dogs and cats, sheltering services
- Quarantine at an available shelter of County's choosing
- Quarantine in place monitoring and posting
- When necessary, the humane euthanasia and disposal of impounded animals
- Dedicate one animal care and control officer to the incorporated boundaries of Eloy, within Pinal County. In the event the officer dedicated to the City is absent from work, another officer will assist with calls for service while still serving the adjacent unincorporated areas of the County
- Investigate animal cruelty and neglect complaints, hoarding cases, at the request of the Eloy Police Department
- Assist/seek civil and criminal prosecution of civil violations and criminal statutes involving animals, within the scope or authority of Pinal County Animal Care and Control

Since Pinal County Animal Care and Control began providing animal control services, periodic complaints concerning service delivery have been received. Information is mostly anecdotal, and includes complaints posted by community members on various social media accounts. (Annex C) Additionally, a resident expressed displeasure with the response time for an after-hours call of a nuisance dog during a gathering they were attending at a local community park.

ASSUMPTIONS:

- Service Delivery Complaints are unfortunate, and likely to occur regardless of what model of service delivery the City uses to provide animal care and control services
- Any change to the service delivery model such as employing City animal control officer(s) and running a City shelter will cost more money than the current IGA
- Hiring City-employed animal control officers will give the City greater control over how service is delivered and how resources are allocated
- The City of Eloy will face the same challenges as other communities hiring and retaining qualified individuals for these positions
- Challenges to employee hiring and retention will be exacerbated by the tight labor market
- The number of stray animals captured is likely to increase with the use of City-employed animal control officers

FACTS:

- The fiscal impact is up to \$75,000 per year for the IGA with Pinal County Animal Care and Control
- Pinal County Animal Care and Control provides one full-time animal control officer dedicated to providing service within the City limits of Eloy
- The stray animal population in Eloy is disproportionately higher than the stray animal population of surrounding communities within Pinal County
- The City owns an existing animal control shelter at 3010 W. Houser Rd., which sits on 1.95 acres of land (Pinal County Assessor, 2023)
- The existing structure at the City owned shelter location is approximately 1,400 square feet. Evidence of rat and bee infestation are present, and inside the building, some ceiling tiles are falling and one is propped up with a broom
- The 12 kennel capacity at the existing City of Eloy Animal Control Shelter is insufficient to run a “no-kill” type of shelter
- Although the IGA with Pinal County Animal Care and Control calls for a dedicated animal control officer to the City limits of Eloy, that does not translate to 40 hours of service per week

DISCUSSION:

Pinal County Animal Care and Control has provided the City of Eloy animal care and control services since October of 2020. Pinal County provides one animal control officer, who is dedicated to the City limits of Eloy, which encompass approximately 113 square miles.

The population in Eloy is approximately 15,635. (United States Census, 2023) Eloy is home to four private prisons operating on either federal or state contract services. Prison population estimates fluctuate; the City of Eloy's website indicates the number of individuals housed in prison facilities within the City limits is approximately 6,800. (City of Eloy, 2023) This leaves a net, un-incarcerated population of approximately 8,835.

In July of 2020, Councilmember Georges Rueter asked then City Manager Harvey Krauss to research opportunities with Pinal County to provide animal care and control services within the City of Eloy. (Krauss, 2020) At the time, Eloy provided animal control services and employed one full-time animal control officer. A second full-time animal control position was in the budget but vacant at the time.

Benefits to contracting with Pinal County included their ability to operate a "no kill" shelter. Prior to the service agreement with Pinal County, the Eloy Animal Care and Control program euthanized a significant number of animals. This was primarily because of the limited kennel space and high number of stray animals; the animal control shelter owned by the City of Eloy is approximately 1,400 square feet and equipped with 12 kennels.

By contrast, Pinal County operates a "no kill" shelter supported by a staff of 35 personnel. They have an extensive animal adoption program, and their shelter is located just outside of the Eloy City Limits at 1150 S. Eleven Mile Corner Road. On August 25, 2022, Pinal County Animal Care and Control maintained a 96% live release rate for impounded animals overall in the County. Additionally, impounded animals are never euthanized to make space in the kennels, and rarely euthanized due to behaviors. Animals that are euthanized, although rare, are generally due to significant health issues. (Rodrigues, 2022)

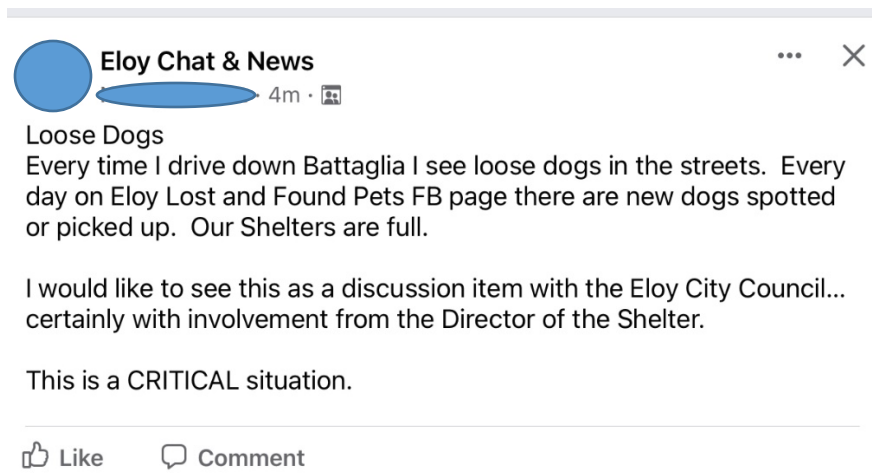
Although the IGA with Pinal County Animal Care and Control calls for a dedicated animal control officer to the City limits of Eloy, this does not translate to 40 hours of service in the field per week. The following workload assumptions are used to provide context to what service delivery means under this model, using a single employee to patrol the City.

Workload Assumptions per full-time County employee (FTE):

- There are 168 hours in a 7 day week.
- One FTE is equivalent to 40 hours, or 23% coverage per week.
- One FTE works 2080 hours per year and earns an average of 200 hours PTO or time-off annually
- Assuming one FTE will use all available leave time per year, this leaves 1880 hours worked per FTE
1 week = 168 hours
1 FTE = 40 hours or 23% of 1 week
1 FTE = 2080 hours per year
1 FTE earns 200 hours PTO per year
 $2080 - 200 = 1880/52$ weeks per year = 36 hours per week per FTE
- Given the above calculations, one FTE will, on average, will dedicate:
 - 5 hours per week/1 hour per day report writing/administrative duties
 - 10 hours per week vehicle maintenance (sanitize and clean to minimize risk of infection to other animals), travel to/from animal shelter, intake process for strays
 - 1 hour per week testifying in court
1 FTE = 36 per hours of work per week
36 hours work per week – 5 hours admin time = 31 hours
31 hours – 10 hours per week vehicle maintenance and travel time (two hours per-day, 5 day work week) = 21 hours
21 hours – 1 hours testifying in court = 20 hours
- One FTE spends 20 hours per week proactively patrolling and enforcing animal control laws

Given the above workload assumptions, for every 40 hours of proactive coverage the City would need 2 full-time County animal control officers.

Since Pinal County Animal Care and Control began providing service to the City of Eloy, periodic complaints have surfaced about the quality of the services they provide. Complaints include social media posts. In one complaint, posted in December of 2022 on Eloy Chat & News, a resident posted the following information:



The police department investigated and found no record of any phone calls, calls for service, or complaints regarding stray dogs on or around the time this information was posted.

Another concern brought to the Department's attention involved long telephone wait times for contacting Pinal County Animal Care and Control. All calls are answered by the main Pinal County switchboard, before they are transferred to the animal control shelter and/or dispatched. In response to these concerns, the Department created an internal form (Annex D) and provided it to the police department's communications dispatchers. Communications dispatchers were instructed to record all animal control calls onto the form and email it to AnimalCare@pinal.gov. This reduced wait times, and eliminated the need to transfer callers to the Pinal County switchboard. (Jerome, 2022)

One challenge that will be faced by the City of Eloy, regardless of the service model it chooses to use for Animal Care and Control services, is the sheer volume of stray animals found within its City limits. Pinal County Animal Care and Control statistics show there are a disproportionately high number of stray dogs found in Eloy, when compared to other communities in Pinal County, many of which have a greater population base than Eloy. (Annex E)

City of Eloy		Coolidge		Florence		Maricopa	
Population	Calls for Service	Population	Calls for Service	Population	Calls for Service	Population	Calls for Service
11,200	732	13,000	321	18,500	152	50,000	812
Animals Impounded		Animals Impounded		Animals Impounded		Animals Impounded	
101	Cats	145	Cats	42	Cats	81	Cats
310	Dogs	254	Dogs	62	Dogs	173	Dogs
72%	Dogs were Stray	57%	Dogs were Stray	50%	Dogs were Stray	48%	Dogs were Stray
411	Total	400	Total	110	Total	255	Total

* This is different from my un-incarcerated population estimate of 8,835. The population estimates in the above chart are provided by Pinal County Animal Care and Control, their source data is unknown

** Activity from October of 2021 to October of 2022

From October 2021 through October 2022, 72% of the 310 dogs impounded in Eloy by Pinal County Animal Care and Control were strays. Also notable in these statistics is that Eloy had 732 calls for service for its population base of 11,200*, compared to the Town of Maricopa with 173 stray dogs, 48% of which were strays, and 812 calls for service for its population base of 50,000, more than four times the population of Eloy.

The following three research-based alternatives are offered to City leadership for consideration.

Alternative 1

Utilize City-employed Animal Control Officer(s) and operate a City-owned Animal Shelter

The animal shelter serves as the central hub of a community's animal care and control program. An animal shelter should be constructed, maintained, and operated in a manner that is attractive and convenient to the community. The most important consideration of any animal control shelter is the security and comfort of the animals it shelters. (The Humane Society of the United States, 2002)

The existing animal control shelter owned by the City of Eloy is located at 3010 W Houser Rd. in Eloy. It is comprised of an approximately 1,400 square foot structure that is situated on approximately 1.95 acres of land. (Pinal County Assessor, 2023) It has 12 kennels for housing animals.



During a site inspection on February 28, 2023, the Eloy Animal Control Shelter showed interior signs of rat infestation. Ceiling tiles were falling, one ceiling tile was propped up by a broom, and bees were actively swarming from a hive at the northeast end of the building near the front door.

It is important to consider that in one 12 month period, the animal control officer dedicated to Eloy captured 411 animals. Although the officer is employed 40 hours per week, this does not translate to 40 hours of proactive, dedicated service in Eloy.

Administrative work, follow up investigation(s), and report writing are all activities that take from the maximum of 40 hours that may be covered during the week by a single employee in the field. Also, as indicated in the IGA, when the officer is absent from work, another officer assigned to an adjacent area covers calls for service in Eloy, while still covering their primary assigned area. One other consideration pertains to maintenance of the shelter, such as cleaning and feeding the animals. If this responsibility falls on the city-employed animal control officer, it will further detract from the maximum 40 hours of proactive work they are available to do in the field. Additional considerations would need to be made for after-hours calls, on-call status, and weekend duties related to cleaning the kennel and feeding animals.

Workload Assumptions per full-time City employee (FTE):

- There are 168 hours in a 7 day week.
- One FTE is equivalent to 40 hours, or 23% coverage per week.
- One FTE works 2080 hours per year and earns an average of 200 hours PTO annually
- Assuming one FTE will use all available leave time per year, this leaves 1880 hours worked per FTE
 - 1 week = 168 hours
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- Given the above calculations, one FTE will, on average, will dedicate:
 - 5 hours per week/1 hour per day report writing/administrative duties
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 - 31 hours – 10 hours per week vehicle maintenance and travel time (two hours per-day, 5 day work week = 21 hours
 - 21 hours – 1 hours testifying in court = 20 hours
- One FTE spends 20 hours per week proactively patrolling and enforcing animal control laws

Given the above workload assumptions, for every 40 hours of proactive coverage the City will need 2 full-time animal control officers. This assumes the City adopts the staffing recommendations in the proposed organizational chart for the animal shelter and the shelter duties do not fall to the full-time animal control officers.

Fiscal Impact (Personnel):

The City of Eloy has two job classifications that pertain to Animal Control; Animal Control Supervisor and Animal Control Officer. (Payne, 2022) Other classifications that are applicable to running an Animal Control program, such as Kennel Technicians and Administrative Office Assistant(s), should be considered if this option is selected, since they would be needed to assist with running shelter operations, administrative/clerical work, greeting the public, managing social media, and answering phones.

Animal Control Supervisor	Grade 25	\$45,146 (min)	\$57,561 (mid)	\$69,976 (max)
Animal Control Officer	Grade 15	\$35,268 (min)	\$44,966 (mid)	\$54,665 (max)
Medical/Dental Benefits	Min EE Only \$10,380	Max EE Only \$11,247.36	Min Fam \$19,620.84	Max Fam \$22,108.68
Fiscal Impact Animal Control Supervisor w/benefits	\$55,526 to \$92,084.68			
Fiscal Impact Animal Control Officer w/benefits	\$45,648 to \$76,773.68			

- Fiscal Impact assumes low range (min salary) and Min Employee Elect (EE) Only Benefits to high range (max salary) and Max Fam. Benefits

Proposed Staffing Estimates:

If this option is chosen, I recommend the completion of a professional staffing needs assessment by an individual with expertise in Animal Control Shelter and Animal Care & Control operations. This estimate is based on my experience managing law enforcement operations, supplemented by the information I obtained while researching this topic for the purposes of providing this staff study paper.

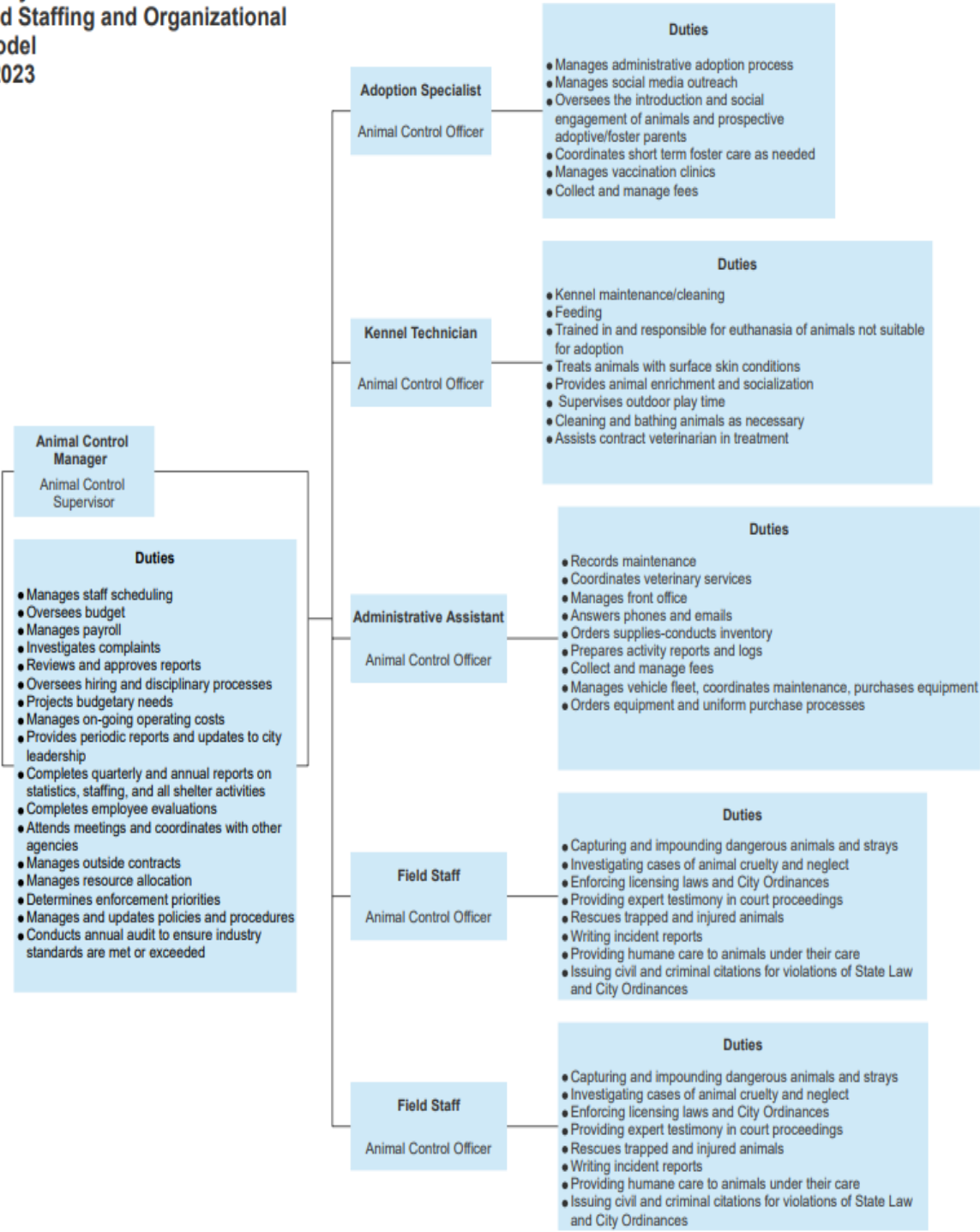
This proposed staffing model assumes the City intends to provide Monday-Friday, 8am to 4:30pm shelter hours and animal control services, with the capacity to respond to emergencies after-hours and on weekends. It assumes the City intends to implement a “no-kill” shelter model. It also assumes a minimum number of staff to manage an adoption program that has a robust social media component, provides staff needed to allow for animal exercise and socialization, clerical staff to maintain records, coordinate services, and order supplies, field staff to respond to calls for service, and management oversight.

- (1) Animal Control Manager
- (1) Adoption Specialist
- (1) Kennel Technician
- (1) Administrative Assistant
- (2) Field Staff (Animal Control Officers)



City of Eloy Animal Care & Control
Proposed Staffing and Organizational
Chart Model
March, 2023

For this proposed organizational chart, the top/bolded title identifies the specific job title or proposed classification. The bottom row identifies the only available job classification currently available with a known fiscal impact



Estimated Fiscal Impact (Personnel):

For the purposes of this estimate, I used Animal Control Supervisor and Animal Control Officer, which are the existing job classification titles and codes found in the City's job codes section. Fiscal impact for personnel would need to be adjusted accordingly based on the actual job titles and duties recommended in this organizational chart model, but this provides a baseline of the estimated personnel costs for the number of staff we are recommending.

- Animal Control Supervisor (***Animal Control Manager*** on proposed Staffing and Organizational Chart - \$55,526 (low) to \$92,084.68 (high)
- Animal Control Officer (***Adoption Specialist*** on proposed Staffing and Organizational Chart) - \$45,648 (low) to \$76,773.68 (high)
- Animal Control Officer (***Kennel Technician*** on proposed Staffing and Organizational Chart) - \$45,648 (low) to \$76,773.68 (high)
- Animal Control Officer (***Administrative Assistant*** on proposed Staffing and Organizational Chart) - \$45,648 (low) to \$76,773.68 (high)
- Animal Control Officer (***Field Staff*** on proposed Staffing and Organizational Chart) - \$45,648 (low) to \$76,773.68 (high)
- Animal Control Officer (***Field Staff*** on proposed Staffing and Organizational Chart) - \$45,648 (low) to \$76,773.68 (high)

\$283,766.00 (low) **\$475,953.08 (high)** Fiscal Impact assumes low range (min salary) and Min Employee Elect (EE) Only Benefits to high range (max salary) and Max Fam. Benefits

Estimated Fiscal Impact (Equipment)

This research assumes the City intends to purchase new trucks. If any of the three (3) existing Animal Control trucks are determined suitable for use by the City shop, fiscal impact may be adjusted accordingly. These are estimates only and not based on written quotes from vendors. They are, however, reasonably accurate based on current vehicle market conditions. Radio estimates are based on today's prices, which never decrease over time.

- 2023 Ford F250 Truck - \$38,000
- After-Market Utility Bed - \$17,000
- Yellow LED light package - \$5,000
- Mobile Radio - \$9,000
- = **\$69,000 per truck**

Estimated Fiscal Impact – Operations

Operations cost estimates utilize the City of Eloy 2020-2021 Animal Control fiscal year budget as a baseline. These estimates include increases to account for inflation from January of 2021 through January of 2023. (US Inflation Calculator, 2023) These estimates also assume a 5% increase in operating costs year-over-year.

Operations costs include, but are not limited to, office supplies, uniforms, animal containment fees, animal medical fees, telecommunications costs, outside professional services, gasoline, travel and training, and professional memberships and subscriptions.

In fiscal year 2020-2021, the City of Eloy Animal Control maintenance and operating budget (not including personnel budget costs) was \$30,750. The total budget for this fiscal year including personnel costs was \$198,920. (Caselle, 2022).

Adjusting for an average 8% inflation in 2022, 6.4 % inflation in 2023, (US Inflation Calculator, 2023) and adding a 5% year-over-year increase in operating costs, the estimated fiscal impact for maintenance and operations in today's dollars is approximately \$38,253. However, it is important to note that operating costs in fiscal year 2020-2021 were for an Animal Control Shelter operation that did not operate a "no-kill" model. It is reasonable to assume operating costs will increase if this option is selected, assuming the City adopts the "no-kill" shelter model and staffing recommendations made in the proposed organizational chart model.

Estimated Fiscal Impact – Building Infrastructure:

This is the most difficult fiscal impact estimate to provide. It is recommended, if the City chooses this option, a professional assessment of the existing Animal Control building be completed. This assessment should include space-needs and ensure any shelter re-opened by the City meets or exceeds industry standards and best practices.

The goal of any new building or program should be improvement. There are many concerns that need to be addressed to ensure the safety and health of the animals housed in a shelter building.

Special design considerations for Animal Shelters include: (The Humane Society of the United States, 2002)

- Acoustics – acoustics are addressed by placing consideration on the specific location different animals are placed within the shelter. Housing yapping puppies away from kittens, nursing mothers, and injured animals reduces these animals stress and anxiety.
- Electric warming coils under concrete-slab flooring – an alternative system for warmth should be considered. Any under-concrete solution is impossible to access in the case of failure.
- Ergonomic considerations – The facility should be planned with safety in mind. To minimize back injuries, bathtubs should be installed at working height for caretakers. A hydraulic lift system should be installed at tables where heavy animals will be examined, groomed, or otherwise handled.
- Indoor/Outdoor Runs – Indoor and outdoor runs offer benefits for sheltered animals and staff. The cleaning process is simplified because a dog can be isolated to one side of the run while the other side is disinfected and scrubbed. When the guillotine doors are open, it allows fresh air to circulate throughout the shelter. This decreases the likelihood of kennel cough and other airborne diseases.
- Segregation of species and traffic flow – Different species should be kept in different rooms. Adult animals should be separated from infants, except for nursing mothers and their litters.

The first step to assessing infrastructure needs involves determining the number of pets in the community. (The Humane Society of the United States, 2002) (Annex F) A 2007-2008 American Pet Products Manufacturers Association survey of pet ownership showed 39% of households owned dogs, 34% owned cats, and 6% owned birds. This survey was used as the baseline to show, conceptually, the shelter size likely needed if the City chooses this option. Nationally, pet ownership has increased. Overall, approximately 70% of U.S. households own at least one pet. (American Pet Products Association (APPA), 2021-2022)

	Percentage of U.S. Households Owning A Pet	Number of Pets Per Household
Dogs	39	1.7
Cats	34	2.3
Birds	6	2.5
Source: The American Pet Products Manufacturers Association's 2007-2008 National Pet Owners Survey		

There are approximately 2,788 households in Eloy. (United States Census Bureau, 2023) Using the following formula, the pet estimate for this community is:

$$2,788 \times 0.39 \text{ dogs per household} = 1,088 \times 1.7 \text{ per household} = 1,850 \text{ dogs}$$

$$2,788 \times 0.34 \text{ cats per household} = 948 \times 2.3 \text{ per household} = 2,181 \text{ cats}$$

Next, data provided by Pinal County Animal Care and Control for the number of dogs and cats impounded in their shelter from Eloy was used to determine a ballpark estimate of the average of animals a shelter operated by Eloy is likely to house at any given time. (Pinal County Animal Care and Control, 2021 - 2022) For more accurate size and cost estimates, a comprehensive needs-assessment is required.

Pinal County Animal Care and Control Animal Disposition Reports from October 2021 through October 2022 provide enough data to estimate how many animals may be housed in the shelter at any given time during a 30 day rolling period. Animals are not indicated on these reports until there is an outcome; i.e. animal is transferred, adopted, returned to owner, euthanized, or deceased. This allows us to conclude any animals listed on these reports were housed in the shelter for some period of time prior; i.e. one animal with an outcome in December of 2021 (Animal ID A241558) was impounded for 146 days in the shelter before it was adopted.

For the 13 month period of time indicated, 230 dogs and 88 cats had outcomes and were listed by ID # on these reports. One variable not considered in these estimates is the disproportionately high number of stray dogs in the community that are likely to increase the amount of square foot space needed for the animal shelter. It is important to remember this is an estimate based on national averages, and does not take into consideration local challenges which are better assessed by a comprehensive and professional analysis.

230 dogs/13 months = 18 dogs per month on average within the shelter at any given time
 88 cats/13 months = 7 cats per month on average within the shelter at any given time

1. Enter the number of dogs housed – 18
 Multiply by the number of square
 Feet (s.f.) per dog (90-100 s.f. per dog). $18 \times 100 = 1,800$ s.f.
2. Enter the number of cats housed - 7
 Multiply by the number of square
 Feet (s.f.) per cat (45-50 s.f. per cat) $7 \times 50 = 350$ s.f.

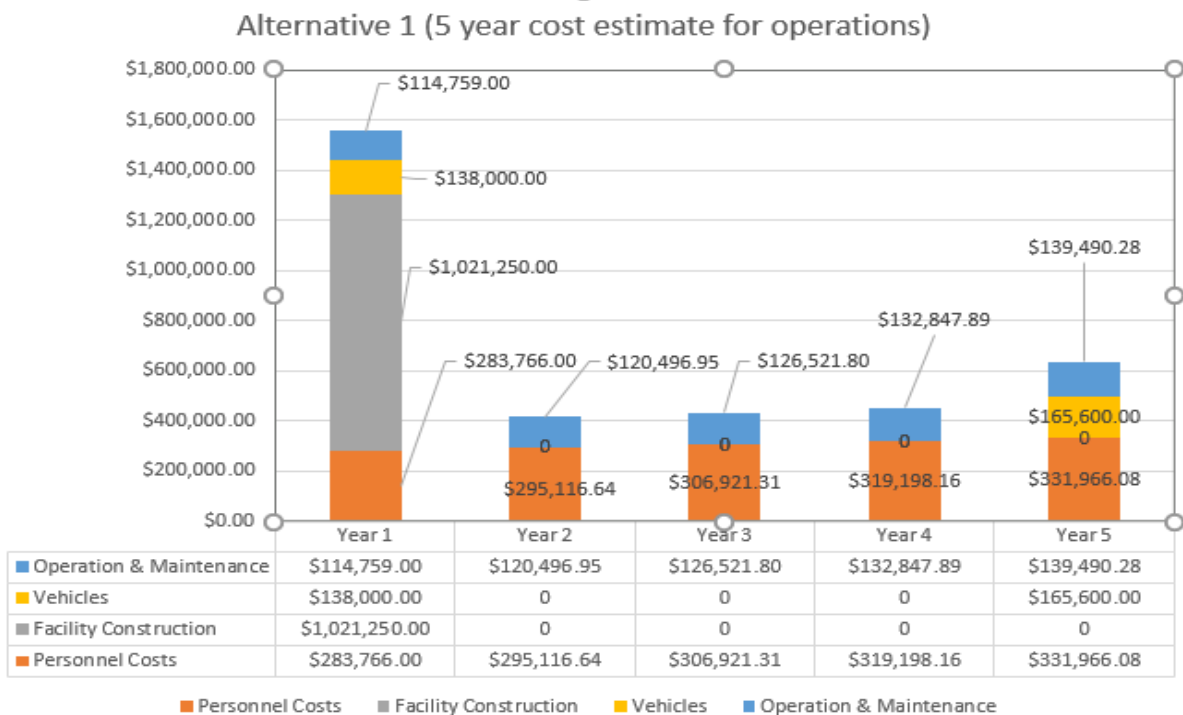
$$1800 + 350 = \underline{\mathbf{2,150 \text{ square feet}}}$$

Based on these formulas found in Shelter Design, compiled by the Humane Society of the United States, the City of Eloy requires an animal shelter of approximately 2,150 square feet. This square footage formula (100 s.f. per dog and 50 s.f. per cat) includes space for administrative offices, education space, medical space (for assessment and spay/neuter areas), storage, and support space.

Next I conducted research on the costs associated with construction of an animal shelter facility. The national average build cost for an animal shelter is about \$475.00 per square foot. (Bacon Group, INC. Architecture, 2023) It is important to note that actual costs vary widely based on a variety of factors, including local and geographic considerations, quality, and site design needs to name a few.

At this cost, which is an estimate for the purpose of developing a preliminary budget, a 2,150 square foot facility would require a budget of approximately **\$1,021,250.00** * does not include contingency

TOTAL FISCAL IMPACT (ESTIMATE):



In this five year estimate, we make the following assumptions:

- Personnel costs – 4% cost-of-living adjustment year-over-year. Increases to Employee Related Expenses (ERE) are not included in this estimate
- Operations and Maintenance – 5% increase year-over-year – fiscal year 2020-2021 used as a baseline and increased by 300%, assuming staffing increases and no-kill model translate to increased operations costs
- Facility Construction – one-time cost estimated associated with new construction. Does not include contingency and is based on national averages
- Vehicles – 20% cost increase from year 1 until replacement at year 5

Pros

- Bringing Animal Care and Control responsibilities in-house (city-employed staff, city owned and operated animal shelter) provides complete local control over service delivery, resource allocation, enforcement priorities, scheduling, and complaint resolution
- Constructing a new animal shelter, or renovating the current shelter to meet best practices, industry standards, and provide sufficient space to house animals is an opportunity to provide improved levels of service to the community and improved care to stray animals

Cons

- Fiscal impact is significant. A newly constructed animal shelter large enough to adopt a no-kill policy for animals is estimated to cost over one million dollars
- The existing animal control shelter's size is insufficient to adopt a no-kill policy and animals will need to be euthanized to make space when the shelter is at capacity
- Personnel needs are greater to run an animal shelter. As an example, Pinal County provides one animal control officer, but has a staff of 35 to run their animal shelter. Minimum staff of six recommended to operate a city-run animal control enforcement and shelter program
- Startup costs are expensive including equipment, vehicle(s), personnel, and construction
- Historically tight labor market may present challenges to hiring and retaining qualified individuals for these positions

Alternative 2

Utilize City-employed Animal Control Officers and Contract for Shelter Services with Pinal County Animal Care and Control

Exercising this option brings animal-control officer/enforcement services in-house with City-employed animal control officers and animal shelter services provided by contract with Pinal County Animal Care and Control.

For the purposes of this alternative, we assume the same full-time employee (FTE) workload assumptions with one exception; the 10 hours per-week of kennel maintenance used in alternative 1 is replaced with 10 hours per-week of time spent traveling to/from the Pinal County Animal Care and Control Shelter with stray animals.

Workload Assumptions per full-time employee (FTE):

- There are 168 hours in a 7 day week.
- One FTE is equivalent to 40 hours, or 23% coverage per week.
- One FTE works 2080 hours per year and earns an average of 200 hours PTO annually
- Assuming one FTE will use all available leave time per year, this leaves 1880 hours worked per FTE 1 week = 168 hours
 - 1 FTE = 40 hours or 23% of 1 week
 - 1 FTE = 2080 hours per year
 - 1 FTE earns 200 hours PTO per year
 - $2080 - 200 = 1880/52$ weeks per year = 36 hours per week per FTE
- Given the above calculations, one FTE will, on average, will dedicate:
 - 5 hours per week/1 hour per day report writing/administrative duties
 - 10 hours per week traveling to/from Pinal County Animal Care & Control to turn over stray animals, vehicle maintenance/cleaning (2 hours per day, 5 day work-week)
 - 1 hour per week testifying in court
 - 1 FTE = 36 per hours of work per week
 - 36 hours work per week – 5 hours admin time = 31 hours
 - 31 hours – 10 hours per week vehicle maintenance, traveling to/from Pinal County Animal Care & Control to turn over stray animals = 21 hours
 - 21 hours – 1 hours testifying in court = 20 hours
- One FTE spends 20 hours per week proactively patrolling and enforcing animal control laws

Given the above workload assumptions, for every 40 hours of proactive coverage the City will need 2 full-time animal control officers.

Estimated Fiscal Impact (Personnel):

The estimated fiscal impact related to personnel for this option will vary and largely depend on two factors; the number of animal control officer(s) the City decides to authorize and hire, and whether one of them is hired as a supervisor at a higher salary grade.

For this option, personnel fiscal impact is estimated to be:

Animal Control Supervisor	Grade 25	\$45,146 (min)	\$57,561 (mid)	\$69,976 (max)
Animal Control Officer	Grade 15	\$35,268 (min)	\$44,966 (mid)	\$54,665 (max)
Medical/Dental Benefits	Min EE Only \$10,380	Max EE Only \$11,247.36	Min Fam \$19,620.84	Max Fam \$22,108.68
Fiscal Impact Animal Control Supervisor w/benefits	\$55,526 to \$92,084.68			

Fiscal Impact Animal Control Officer w/benefits	\$45,648 to \$76,773.68			
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An animal control officer at the entry-level for pay with maximum family benefits elected would cost approximately **\$57,376.68** per position.

An animal control supervisor at the entry-level for pay with maximum family benefits elected would cost approximately **\$67,254.68** per position.

One animal control officer and one animal control supervisor's fiscal impact would be approximately **\$124,631.36**. This assumes both positions are hired at entry-level pay and both positions elect maximum family medical/dental coverage. (Payne, 2022)

Estimated Fiscal Impact (Equipment)

This research assumes the City intends to purchase new trucks. If any of the three (3) existing Animal Control trucks are determined suitable for use by the City shop, fiscal impact may be adjusted accordingly. These are estimates only and not based on written quotes from vendors. They are, however, reasonably accurate based on current vehicle market conditions. Radio estimates are based on today's prices, which never decrease over time.

- 2023 Ford F250 Truck - \$38,000
- After-Market Utility Bed - \$17,000
- Yellow LED light package - \$5,000
- Mobile Radio - \$9,000
- = **\$69,000 per truck**

Estimated Fiscal Impact – Operations

Operations cost estimates utilize the City of Eloy 2020-2021 Animal Control fiscal year budget as a baseline. These estimates include increases to account for inflation from January of 2021 through January of 2023. (US Inflation Calculator, 2023) These estimates also assume a 5% increase in operating costs year-over-year.

Operations costs include, but are not limited to, office supplies, uniforms, animal containment fees, animal medical fees, telecommunications costs, outside professional services, gasoline, travel and training, and professional memberships and subscriptions. Some adjustment and savings are likely if the City exercises this option; i.e. it is possible animal containment fees may not be required, assuming they are a covered fiscal impact as part of the shelter contract fee agreement with Pinal County.

In fiscal year 2020-2021, the City of Eloy Animal Control maintenance and operating budget (not including personnel budget costs) was \$30,750. The total budget for that fiscal year including personnel costs was \$198,920. (Caselle, 2022).

Adjusting for an average 8% inflation in 2022, 6.4 % inflation in 2023, (US Inflation Calculator, 2023) and adding a 5% year-over-year increase in operating costs, the estimated fiscal impact for maintenance and operations in today's dollars is approximately **\$38,253**.

Fiscal Impact Estimate, Personnel & Operations Budget

\$124,631.36 – assumes one full-time animal control officer and one full-time animal control officer supervisor

\$38,253.00 – Operations budget (uniforms, telecommunications costs, office supplies, gasoline, travel & training, etc.)

Total Estimated Fiscal Impact (before Animal Shelter Contract Fees)

\$162,884.36

Estimated Fiscal Impact Animal Shelter Contract Fees:

Fees for the current IGA with Pinal County for Animal Care Services are found in the 2020 Services Cost Schedule of the contract, which is Annex B of this research paper.

Per-Case Cost(s)

<u>Monthly Staffing Fee</u>	<u>\$4200.00/month</u>
<u>After-Hours/Weekend/Holiday Staffing Fee</u>	<u>\$63.00/hour²</u>
<u>Kenneling Fees³</u>	
<u>1st Day Licensed Dog Impound</u>	<u>\$35.00</u>
<u>1st Day Unlicensed Dog Impound</u>	<u>\$47.00</u>
<u>1st Day Cat Impound</u>	<u>\$20.00</u>
<u>Daily Maintenance Dog/Cat Fee (2nd+ day)</u>	<u>\$15.00/day/animal</u>
<u>Field Tranquilization Fee (aggressive dogs)</u>	<u>\$35.00</u>
<u>Quarantine Fee</u>	<u>\$225.00</u>

For the purposes of considering this alternative, we use the same data referenced in alternative 1, the 13 month period from October of 2020 through October of 2021. In that time, 230 dogs and 88 cats were impounded by Pinal County Animal Care and Control. Based on the current fee agreement, and assuming 50% of the dogs impounded are unlicensed, we estimate shelter costs to be the following:

- 115 licensed dogs 1st Day Impound Fees = \$4,025.00
- 115 unlicensed dogs 1st Day Impound Fees = \$5,405.00
- 2nd & 3rd day billed (72 hour required quarantine) for 115 unlicensed dogs = \$3,450.00
- Days 2-5 billed (120 hour required for licensed dogs) for 115 licensed dogs = \$6,900.00

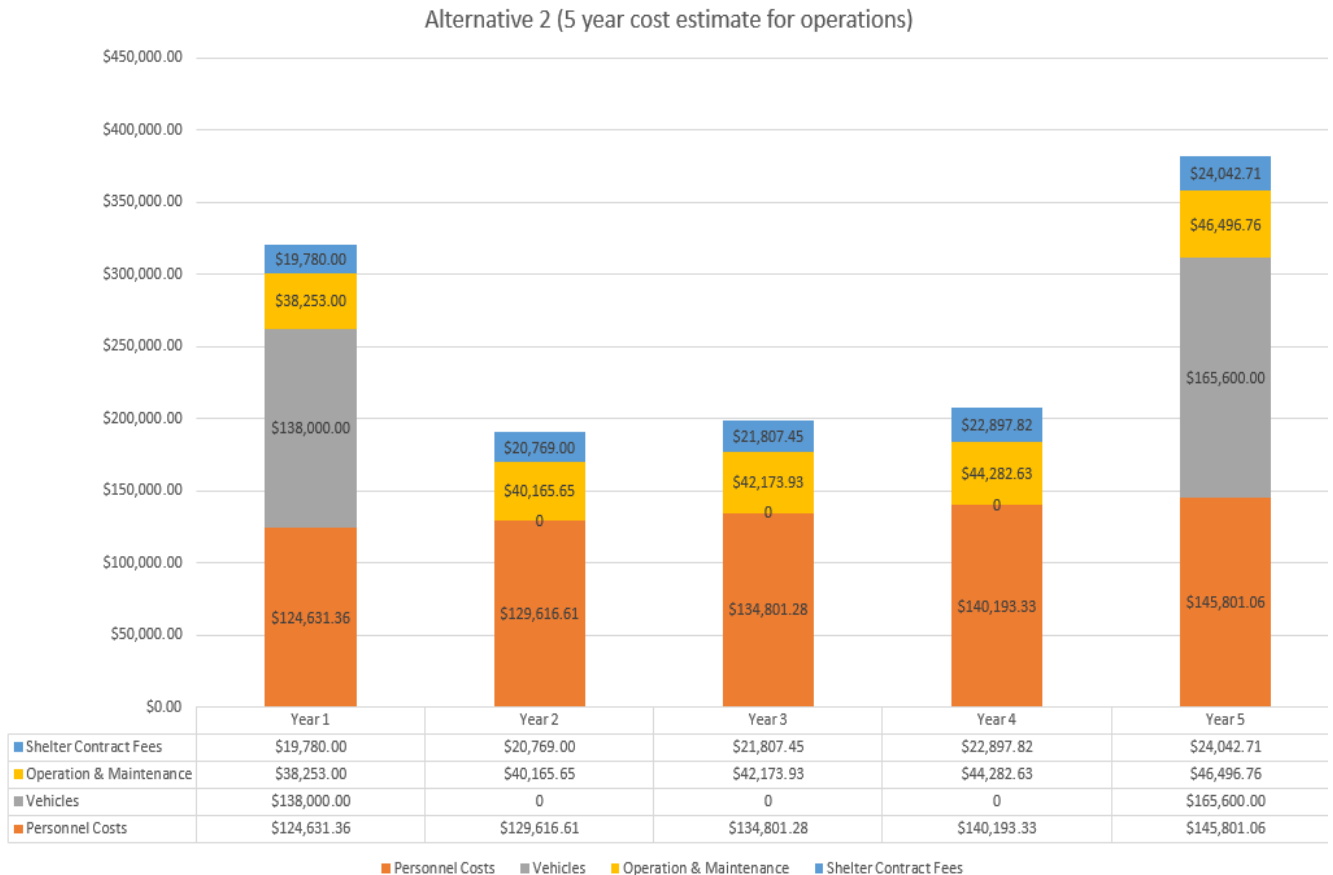
Estimated Fiscal Impact Shelter Impound Fees: \$19,780.00 * It is important to note, this fiscal impact estimate does not include animals that stay beyond the 72 hours or 120 hours required maintenance/quarantine period. As noted in the Pinal County fee agreement, the shelter is closed on holidays and Sundays and as such, an animal may be maintained 24-72 hours beyond the minimum

requirement and in such cases, will be billed at the daily maintenance fee of \$15.00 per day for those additional days.

This estimate does not include estimated quarantine fee(s) of \$225.00 per occurrence.

Exercising this option may require the City to re-negotiate the current contract, which expires June 30, 2023.

TOTAL FISCAL IMPACT (ESTIMATE)



In this five year estimate, we make the following assumptions:

- Personnel costs – 4% cost-of-living adjustment year-over-year. Increases to Employee Related Expenses (ERE) are not included in this estimate
- Operations and Maintenance – 5% increase year-over-year – fiscal year 2020-2021 used as a baseline (increase of 300% used in Alternative 1 estimate not used here because this option does not increase staff to the same degree)
- Vehicles – 20% cost increase from year 1 until replacement at year 5

Pros

- Utilizing City-employed animal control officers provides for complete, local control of service delivery, personnel resource allocation, scheduling, enforcement priorities, and complaint resolution
- Fiscal impact is significantly less by exercising this option than the fiscal impact in Alternative 1 while still maintaining a significant amount of local control
- This option requires fewer personnel to implement; we recommend at least two animal control officers, one of whom is a supervisor, if this option is exercised
- Allows the City to continue a no-kill program by contracting with Pinal County Animal Care and Control for animal shelter services

Cons

- Contract may need to be renegotiated and it is unknown if the fee schedule will change in the event the City notifies Pinal County of its intent to utilize City-employed animal control officers instead of County animal control officers
- This option assumes Pinal County and Eloy are able to come to an agreement for contract animal shelter services
- City of Eloy does not control hours of operation for the Animal Control Shelter, residents will have access to shelter services only during Pinal County's normal operating hours
- Historically tight labor market may present challenges to hiring and retaining qualified individuals for these positions

Alternative 3 – Status Quo

Status quo would mean the City chooses to continue and upon expiration, renew the existing contract for Animal Care and Control Services with Pinal County. Status quo may also include a decision to renegotiate the existing contract to provide additional services (e.g. additional animal control officer(s), etc.).

The current fiscal impact to the City of Eloy's budget for Animal Care and Control Services with Pinal County is **\$75,000.00.**

The monthly staffing fee (one animal control officer) is the only fixed cost associated with the agreement. The fiscal impact of the animal control officer is **\$4,200** per month, and **\$50,400** annually.

Other fees include:

<u>Per-Case Cost(s)</u>	
<u>Monthly Staffing Fee</u>	<u>\$4200.00/month</u>
<u>After-Hours/Weekend/Holiday Staffing Fee</u>	<u>\$63.00/hour²</u>
<u>Kenneling Fees³</u>	
<u>1st Day Licensed Dog Impound</u>	<u>\$35.00</u>
<u>1st Day Unlicensed Dog Impound</u>	<u>\$47.00</u>
<u>1st Day Cat Impound</u>	<u>\$20.00</u>
<u>Daily Maintenance Dog/Cat Fee (2nd+ day)</u>	<u>\$15.00/day/animal</u>
<u>Field Tranquilization Fee (aggressive dogs)</u>	<u>\$35.00</u>
<u>Quarantine Fee</u>	<u>\$225.00</u>

Fees are billed to the City of Eloy monthly by Pinal County. In fiscal year 2022-2023, the City of Eloy has paid Pinal County **\$41,569.00** through February 28, 2023. (Caselle Connect, 2023)

In fiscal year 2021-2022, the City of Eloy paid Pinal County **\$57,269** between July 1, 2021 and June 30, 2022. (Caselle Connect, 2023)

Pros

- This option is the most cost effective for providing animal control services in Eloy
- Pinal County Animal Care and Control operates a no-kill shelter, which was one of the driving forces behind the decision to switch from city provided animal control services that euthanized significant numbers of animals
- Using Pinal County Animal Care and Control is a force-multiplier. Animal control enforcement services (field services) require fewer personnel. Running an animal control shelter requires more staff at a significant expense. This agreement gives the City access to both in a cost-effective manner

Cons

- Public dissatisfaction may make this an untenable solution
- Politically this may be an untenable solution
- The City has little, if any, control over resource allocation, scheduling, staffing, enforcement priorities, hours of operation, etc.

EXECUTIVE SUMMARY

ANIMAL CARE AND CONTROL – OPTIONS FOR PROVIDING COMPASSIONATE CARE AND SHELTER SERVICES IN THE CITY OF ELOY

PROBLEM:

The City of Eloy provides municipal government services to residents, visitors, and business located within the City limits. The corporate city limits encompass approximately 113 square miles. (Annex A) (City of Eloy, 2023)

The City of Eloy entered into an Intergovernmental Agreement (IGA) with Pinal County for Animal Care and Control Services on or around October 1, 2020. (Annex B) In the IGA, County agrees to provide the following services.

Since Pinal County Animal Care and Control began providing animal control services, periodic complaints concerning service delivery have been received. Information is mostly anecdotal, and includes complaints posted by community members on various social media accounts. (Annex C) Additionally, a resident expressed displeasure with the response time for an after-hours call of a nuisance dog during a gathering they were attending at a local community park.

POSSIBLE SOLUTIONS:

Alternative 1 – Utilize City-employed Animal Control Officers and operate a City-owned Animal Shelter

- Provides full-time, city-employed staff for animal control enforcement and animal shelter services.

Alternative 2 - Utilize City-employed Animal Control Officers and Contract for Shelter Services with Pinal County Animal Care and Control

- Provides full-time, city employed animal control officers for field services and gives local control to scheduling, enforcement priorities, resource allocation, etc., while utilizing Pinal County Animal Care and Control's no-kill shelter for a fee.

Alternative 3 – Status Quo – continue contract with Pinal County Animal Care and Control, or renegotiate existing contract to provide increased services (e.g. additional animal control officer)

- Maintains and continues existing services, with the option to negotiate additional services for additional costs

Alternative 3 is seen as the most cost-effective manner, but may not be tenable due to political and public considerations. Alternative 2 is recommended as a cost-effective middle-ground, providing local control over issues of public and political concern while maintaining a no-kill operation.

Chris Vasquez, Chief of Police

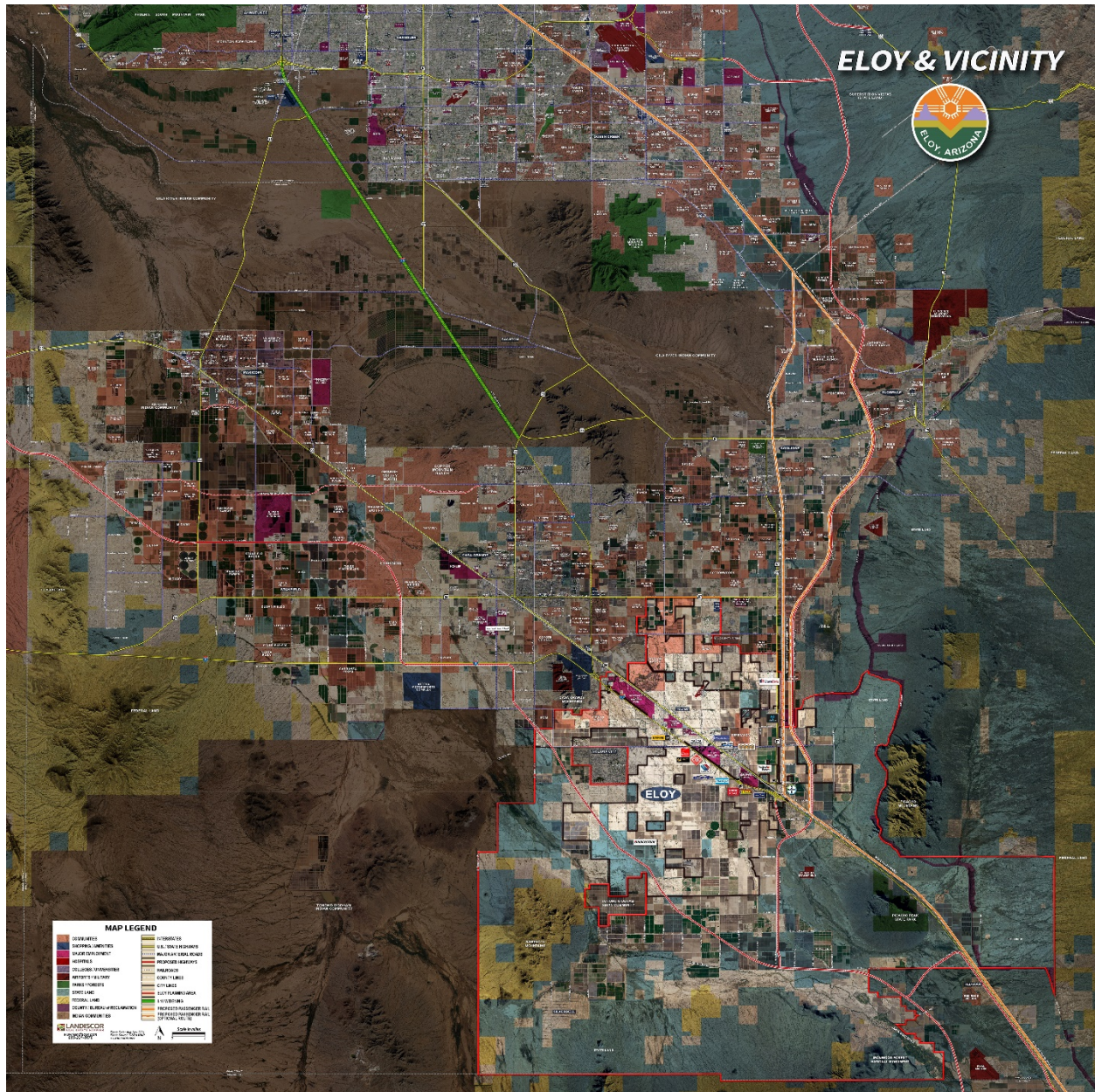
☐ Approval ☐ Denied

Additional Comments:

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Annex A



Annex B

INTERGOVERNMENTAL AGREEMENT BETWEEN PINAL COUNTY AND THE CITY OF ELOY FOR ANIMAL CARE AND CONTROL SERVICES

This Intergovernmental Agreement (the “**Agreement**”) is entered into this ____ day of _____, 2020 by and between PINAL COUNTY, a political subdivision of the State of Arizona on behalf of the Pinal County Animal Care and Control Department (“**County**”) and THE CITY OF ELOY, a political subdivision of the State of Arizona (“**Eloy**”) for the provision and acquisition of animal care and control services from the Pinal County Animal Care and Control Department (“**PCACC**”). County and Eloy are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, the Parties are authorized to enter into intergovernmental agreements for the purposes of contracting for services, jointly exercising powers common to the contracting parties, and taking joint or cooperative action pursuant to A.R.S. §§ 11-951 *et seq.*; and

WHEREAS the City has the, authority to adopt and enforce animal care and control regulations and certain services within its incorporated limits pursuant to A.R.S. §§ 9-240, 9-499.04 and Chapter 4 of the Eloy City Code; and,

WHEREAS the County has authority to enforce city ordinances for the control of dogs pursuant to A.R.S. § 11-1005(A)(3); and

WHEREAS the County has established a County Enforcement Agent, a Division of Animal Care and Control and a County Shelter pursuant to ARS § 11-1001 *et seq.*; and

WHEREAS the City has requested the County to provide animal care and control services within the City's incorporated boundaries as its Animal Control Officer pursuant to Section 4-2 of the Eloy City Code, and enters into this Agreement with the County in order for the County to have jurisdiction to provide those services.

NOW, THEREFORE, the County and City (collectively, the "Parties"), pursuant to the above and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT

1. **PURPOSE AND INTENT.** This IGA sets forth the terms and conditions under which County will provide Animal Care and Control Services to Eloy.
2. **TERM, TERMINATION, AND RENEWAL.**
 - A. Unless terminated as otherwise provided in the Agreement, this Agreement shall become effective on the 1st day of October, 2020 and shall remain in effect until the 30th day of June, 2023.
 - B. Either Party may terminate this Agreement by providing sixty (60) days advance written notice of termination to the other Party.
 - C. Either Party to this Agreement may request a renewal of this Agreement, for subsequent one year term(s) by providing sixty (60) days' advance notice prior to the date of expiration of that Party's intent to extend. Any renewal of this Agreement must be via a written mutually agreed upon and signed Amendment to this Agreement. Notwithstanding the preceding, unless terminated early as provided above, this Agreement may be automatically renewed for up to two (2) subsequent three-year terms.
3. **MUTUAL OBLIGATIONS.**
 - A. **County and City Ordinances to be Enforced.** The Parties agree that the provisions of the **Pinal County Animal Care and Control Ordinance 101817-ACC**, (provisions pertaining to

kennels may be exempted), shall be the only source for enforcement actions by the County under this Agreement, except for enforcement of **the City Ordinance provisions provided in Appendix 'B'** (attached hereto).

City agrees to suspend enforcement of the provisions of Section 4-2 of the Eloy City Code during the term of this Agreement, and defer to the Pinal County Animal Care and Control Ordinance 101817-ACC, less the kennel provisions if applicable, and Appendix B of this Agreement for its animal control and care services and enforcement by the Pinal County Animal Care and Control officer.

Either party shall immediately notify the other party of an anticipated amendment to their respective ordinance that may effect this Agreement.

B. County agrees to:

1. Provide the following Animal Care and Control Services:
 - i. Two rabies vaccination/licensing clinics per calendar year.
 - ii. To respond to all priority or emergency calls regarding animal care and control from/within the incorporated boundaries of Eloy.
 - iii. Trapping of nuisance dogs (If weather permits and not in outdoor temperatures of 90 degrees and above).
 - iv. Impound of stray, sick, injured or aggressive animals.
 - v. Humane care and maintenance of impounded dogs and cats, sheltering services.
 - vi. Quarantine at an available shelter of County's choosing.
 - vii. Quarantine in place monitoring and posting.
 - viii. When necessary, the humane euthanasia and disposal of impounded animals.
 - ix. Dedicate one animal care and control officer to the incorporated boundaries of Eloy, within Pinal County. In the event the officer dedicated to the City is absent from work, another officer will assist with calls for service while still serving the adjacent un-incorporated areas of the County.
 - x. Investigate of animal cruelty and neglect complaints, hoarding cases, at the request of the Eloy Police Department.
 - xi. Assist/seek civil and criminal prosecution of civil violations and criminal statutes involving animals, within the scope or authority of Pinal County Animal Care and Control.
2. Provide billing/invoicing documentation to Eloy's POC per **Section 8.A** and **Appendix [App.] 'A'**.
3. Upon request from City, provide access to reports arising from City calls for service.
4. Provide kenneling of City animals as provided in **App. 'A'**.

C. Eloy agrees to:

1. Promptly convey/communicate calls for service to County as follows:
 - i. Via the Pinal County Call Center at **(520) 509-3555** during **normal business hours**; and
 - ii. Via the PCSO non-emergency line at **(520) 866-5111** during **after-hours**.
2. Timely send payment to County POC for all services arising out of this Agreement in accordance with **App. 'A'**.
3. Make any and all necessary records, information and evidence available to County upon request.
4. Cooperate with County in all practical matters necessary to effectuate the purpose and intent of this Agreement, including, but not limited to: facilitating access to scenes, locations and property; and collection of remains and other necessary and appropriate items and evidence.

5. Upon County's reasonable request, provide and maintain scene access and security for County personnel and County property for any animal care and control calls for service incident/event located within the boundaries of City.
- D. Applicable Policies and Practices. Eloy acknowledges and agrees that County will provide and perform animal care and control services according to applicable law, County Policies/Practices and the terms of this Agreement.
- E. Facilities, Equipment and Vehicles. To fulfill the obligations of this Agreement, the City of Eloy will allow Pinal County to use its Animal Control Facility, its three vehicles currently dedicated for animal control care and facilities, and other animal control and care equipment at no cost to the County.
- i. **Vehicles**—County may, but is not obligated to, use the Eloy vehicle listed below at County's sole option and discretion. County may use the vehicle for any and all County purposes within the County. County will notify Eloy regarding whether the Eloy vehicle will be used by County. County will be responsible for vehicle maintenance and repair up to, but not more than, \$900.00 per vehicle-used per calendar year. County is not responsible for any maintenance or repairs beyond \$900.00 per vehicle-used per calendar year. County is not responsible to replace, or for the cost of replacing, any Eloy vehicles for any reason. The Parties will maintain respectively-appropriate levels and types of insurance for any Eloy vehicle used under this IGA.
- Veh. #95 (2015 Ford F250 truck).
- ii. **Facilities**— County may, but is not obligated to, use the Eloy facilities listed below at County's sole option and discretion. County may, but is not obligated to, make any repairs, renovations, additions, and/or improvements desired by County. City will pay utilities (water & electrical) and maintain appropriate levels and types of insurance coverage for the facilities, and name "Pinal County" as an additional insured, for the duration of this IGA.
- Eloy Animal Control Facility located at 3010 W. Houser Road, Eloy, AZ 85131 (as presently furnished).
- iii. **Materials**—County will be responsible for the provision and cost of any and all consumable materials necessary to fulfill County's obligations under this IGA.
- F. Open Communications. County and Eloy shall maintain open communications between each Party's designated point of contact ["POC"] (listed in **Paragraph 8.A** below) to ensure the agreed upon performances are provided and maintained throughout the term of this agreement. Parties shall maintain open communication regarding needs arising out of the Agreement.
- G. Billing and Payment. Billing, invoicing and payment of costs arising out of this Agreement shall be administered according to the schedule provided in **App. 'A'**.

4. **SUPERVISION, EQUIPMENT AND MATERIALS.**

No employee, agent, or servant of a Party shall be deemed to be an employee, agent or servant of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this Agreement. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this Agreement, and each Party agrees to hold the other Party harmless from any liability thereof.

County shall have sole supervisory authority over County personnel, operations, services, property, facilities and materials; and Eloy shall have sole supervisory authority over Eloy personnel, operations and property.

The Parties agree to avoid using the other Party's materials and/or equipment for purposes not directly associated with the purpose and intent of this Agreement without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal, incidental, or on an emergency basis.

5. **RECORDS.** The Parties acknowledge and agree that the County shall provide Eloy with the attendant records of Eloy matters and that requests for such records shall be referred to Eloy, to be administered by Eloy. Notwithstanding this, Eloy acknowledges and agrees that the County shall administer records in County's possession according to all attendant laws, regulations, rules and policies respectively applicable to County records

6. **INSURANCE.** Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, and that it will maintain such coverage, at its own expense, for the duration of this Agreement.

7. **INDEMNIFICATION.**

A. To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this Section, the parties to this IGA that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to Subsection (B) below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.

B. The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict and to the extent applicable, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. To the extent applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("MOU") between the Arizona Counties Insurance Pool ("ACIP") and the Arizona Municipal Risk Retention Pool ("AMRRP"). Each applicable Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.

C. The obligations under this Section shall survive the termination of this Agreement.

8. **GENERAL.**

A. **Notices.** All notices to the other Party required under this Agreement shall be in writing and sent to the following personnel:

If to Eloy:

Police Chief
Eloy Police Department
630 North Main Street
Eloy, AZ 85131
Phone: 520-466-7324

If to County:

Director
Pinal County Animal Care and Control
1150 S. Eleven Mile Corner Rd.
Casa Grande, AZ 85194
Phone: (520) 866-7605

- B. Authority to Execute.** The individuals executing this Agreement on behalf of the Parties hereto represent that they have authority to execute this Agreement on behalf of such parties, and represent that upon execution, this Agreement shall be binding and no further action is or shall be necessary to make the Agreement enforceable in its entirety.
- C. Compliance with Laws and Policies.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- D. Conflicts of Interest.** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.
- E. Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- F. Entire Agreement.** This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
- G. E-Verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all applicable federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement.
- H. Governing Law and Venue.** To the maximum extent possible, terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws and regulations of the State of Arizona. Any action relating to this Agreement shall be brought in an Arizona court in Pinal County provided that nothing herein shall be interpreted as an express or implied waiver of either party's applicable immunity(ies).
- I. Headings.** The section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- J. Incorporation of Documents.** All documents referred to in this Agreement are hereby incorporated by reference.
- K. Interparty Dispute Resolution.** If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this Agreement shall be brought in the Pinal County Superior Court in Florence, Arizona.
- L. Modification.** This Agreement shall not be modified or extended except by a mutually signed written agreement.
- M. No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- N. No Third Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

- O. Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.
- P. Non-Assignment.** This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.
- Q. Non-Discrimination and Compliance with Civil Rights.** To the extent applicable by law, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

Likewise, the Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09, if applicable, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5, which is hereby incorporated into this contract as if set forth in full herein, and may be viewed and downloaded at the Governor of the State of Arizona's website:

http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf.

In the performance of this contract, neither party shall discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

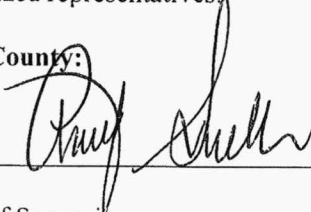
- R. Other Duties Imposed by Law.** Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- S. Relationship of the Parties.** Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.
- T. Severability.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- U. Uncontrollable Events.** No Party shall be considered to be in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.
- E. Waiver.** The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein

shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

F. Workers' Compensation. To the extent applicable by law, each Party shall comply with the notice of A.R.S. § 23-1022. For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the following duly authorized representatives:

For Pinal County:

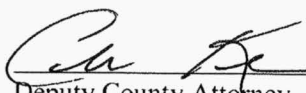
By: 
Chair
Board of Supervisors

09/16/2020
Date

ATTEST:

By: 
Clerk of the Board
09/16/2020
Date

APPROVED AS TO FORM:


Deputy County Attorney
9-17-2020
Date

For the City of Eloy:

By: _____
Joel G. Belloc
Mayor

Date

ATTEST:

By: _____
City Clerk

Date

APPROVED AS TO FORM:

Stephen R. Cooper, City Attorney

Date

(APPENDICES ON FOLLOWING PAGES)

shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

- F. Workers' Compensation.** To the extent applicable by law, each Party shall comply with the notice of A.R.S. § 23-1022. For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the following duly authorized representatives:

For Pinal County:

By: _____
Chair
Board of Supervisors

Date

ATTEST:

By: _____
Clerk of the Board

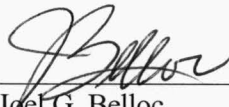
Date

APPROVED AS TO FORM:

Deputy County Attorney

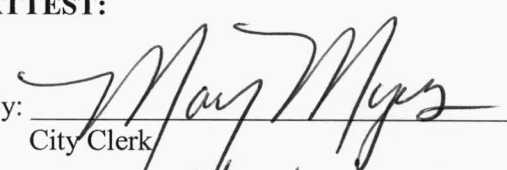
Date

For the City of Eloy:

By:  _____
Joel G. Belloc
Mayor

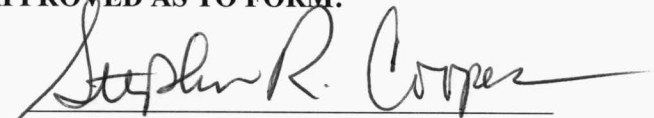
9/14/2020
Date

ATTEST:

By:  _____
City Clerk

9/14/2020
Date

APPROVED AS TO FORM:

 _____
Stephen R. Cooper, City Attorney

9-14-20
Date

(APPENDICES ON FOLLOWING PAGES)

Appendix 'A'

2020 Services Cost Schedule

The Parties agree to the following fees shall be paid by Eloy at the "Per Case" rates provided below.¹

Per-Case Cost(s)

<u>Monthly Staffing Fee</u>	<u>\$4200.00/month</u>
<u>After-Hours/Weekend/Holiday Staffing Fee</u>	<u>\$63.00/hour²</u>
<u>Kenneling Fees³</u>	
<u>1st Day Licensed Dog Impound</u>	<u>\$35.00</u>
<u>1st Day Unlicensed Dog Impound</u>	<u>\$47.00</u>
<u>1st Day Cat Impound</u>	<u>\$20.00</u>
<u>Daily Maintenance Dog/Cat Fee (2nd+ day)</u>	<u>\$15.00/day/animal</u>
<u>Field Tranquilization Fee (aggressive dogs)</u>	<u>\$35.00</u>
<u>Quarantine Fee</u>	<u>\$225.00</u>

Billing, Invoicing, and Payment.

County agrees to send all invoices for costs of services arising from this IGA to Eloy, according to **Section 8.A ("Notices")** of the IGA. Invoices for the Monthly Staffing Fee will be sent on a monthly basis. Invoices for other fees will be sent as they arise according to the Operations of the County.

Eloy agrees to send payment in full (in the form, manner and tender deemed acceptable by County) for each invoice to County within no more than 30 days after receipt of such invoice.

NOTE: *The above costs are subject to adjustment according to County's sole discretion. Any adjustment in fees will not take effect without the mutual written agreement of the parties.*

¹ There is no charge to Eloy for:

- a. Euthanasia /disposal.
- b. Rabies testing.
- c. Animals maintained *after* the required waiting period and made available for adoption/rescue.
- d. Calls involving animal bites, rabies exposure, or suspected exposure involving any fur bearing animal.
- e. The preparation, transportation of specimen to the Arizona State Health Department laboratory in Phoenix or Tucson Arizona, where a bite, rabies exposure, or suspected exposure has been investigated by Pinal County Animal Care and Control.

² Hours falling between 7 p.m. and 7 a.m. Monday through Friday, weekends and holidays. A 3 hour minimum will be charged for after-hour, weekend and holiday calls for service.

³ Kenneling fees consist of an initial (first day) impound fee and daily maintenance fees thereafter beginning on day two. Per ARS 11-1013 unlicensed dogs and all cats must be maintained a minimum of 72 hours; licensed dogs must be maintained a minimum of 120 hours. Due to the fact the shelter is closed on Holidays, and Sundays, an animal may be maintained 24—72 hours beyond the minimum requirement, in such case the additional day(s) or two will be billed, at the daily maintenance fee of \$15.00.

Eloy will be charged for animals that are not claimed by an owner. If owner information is available Eloy will be provided the information.

Appendix 'B'
City of Eloy Ordinance(s) excerpt

- A.** No person shall, at any time, fasten, chain or tie any dog, or cause such dog to be fastened, chained or tied, while the dog is on the dog owner's property or on the property where the dog's owner or custodian is, unless owner or custodian has direct or indirect supervision of the dog. While direct point chaining or tethering of dogs to a stationary object is prohibited, dogs may be restrained by means of a trolley system, or a tether attached to a pulley on a cable run, between the hours of seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M., if the following conditions are met:
1. Only one dog may be tethered to each cable run;
 2. The tether must be attached to a properly fitting collar or harness worn by the dog, with enough room between the collar and the dog's throat through which two (2) fingers may fit. Choke collars and pinch collars are prohibited for purposes of tethering a dog to a cable run;
 3. There must be a swivel on at least one end of the tether to minimize tangling of the tether;
 4. The tether and cable run must be of adequate size and strength to effectively restrain the dog. The size and weight of the tether must not be excessive, as determined by the animal control officer, considering the age, size and health of the dog;
 5. The cable run must be at least ten feet (10') in length, and mounted at least four feet (4') and no more than seven feet (7') above ground level;
 6. The length of the tether from the cable run to the dog's collar should allow access to the maximum available exercise area, and should allow continuous access to water and shelter. The trolley system must be appropriate configuration to confine the dog to the owner's property, to prevent the tether from extending over any object or an edge that could result in injury or strangulation of the dog, and to prevent the tether from becoming tangled with other objects or animals.
- B.** No person shall fasten, chain or tie any dog outside during extreme weather conditions.
- C.** Any dog within a confined yard must have an adequate space for exercise:
1. Have an enclosure that shall be construed in a manner to minimize risk of injury to the animal and shall encompass sufficient usable space to keep the animal in good condition;
 2. That the animal has access to adequate shelter and is protected from temperature extremes at all times, allow the dog to remain dry and protected from the elements. The shelter shall be fully enclosed on three (3) sides, roofed, and have a solid floor. The entrance to the shelter shall be flexible to allow the animal's entry and exit, or if there is no entrance cover, the shelter entrance shall face away from prevailing winds and weather, and sturdy enough to block entry of wind and rain. The shelter shall be small enough to retain the animal's body heat and large enough to allow the animal to stand and turn comfortably. The enclosure shall be structurally sound and in good repair.
- D.** Control of Neglected Animals: The County animal control officer may take control of neglected animals and may transport neglected animals to an animal shelter for impound; veterinarian for treatment or euthanasia of the animal for the health, safety or welfare of the public and the animal. All costs incurred by the County in taking control of and treating such animal shall be assessed against the owner prior to the release of the animal.
- E.** Waiver of Provisions: Any of the provisions of this section may be waived as dictated by treatment under the direction of a licensed veterinarian.

Annex C

From: David Malewitz
Sent: Thursday, December 15, 2022 12:37 PM
To: Byron Gwaltney <BGwaltney@EloyAZ.gov>
Subject: Fwd: Dog concerns

Hello Sir,

Below is an email from Councilmember Garcia regarding loose dogs on Battaglia. Could you please check with dispatch to see if anyone reported it today?

Thanks!

David Malewitz
City Manager
City of Eloy
595 North C Street, Ste 104
Eloy, AZ 85131
(520) 466-9201
www.elayaz.gov

Sent from my iPhone

Begin forwarded message:

From: Jose Garcia <jose.garcia@elayaz.gov>
Date: December 15, 2022 at 9:22:38 AM MST
To: David Malewitz <dmalewitz@elayaz.gov>
Cc: Jose Garcia <jgarcia8@icloud.com>
Subject: Dog concerns

Good Morning David,

Once again there are complaints of dogs running around. They are addressing the issue through Facebook rather than call to the public or calling city hall. I may not agree with their method of bringing this to light, but we haven't really addressed this issue either. Can council have an honest discussion on this item, because animal control doesn't appear to be changing their ways. At this point, I think we are better asking Rick if he would be willing to come back, at least on a temporary basis. This was posted a few minutes ago.

Respectfully,
Jose Garcia



Eloy Chat & News



4m · 

Loose Dogs

Every time I drive down Battaglia I see loose dogs in the streets. Every day on Eloy Lost and Found Pets FB page there are new dogs spotted or picked up. Our Shelters are full.

I would like to see this as a discussion item with the Eloy City Council... certainly with involvement from the Director of the Shelter.

This is a CRITICAL situation.



Like



Comment

Sent from my iPhone

Annex D



ELOY POLICE DEPARTMENT ANIMAL CONTROL NOTICE

Annex E

PCACC – IGA Data

Maricopa Inc:

Population: 50,000 (2020)

Calls for service: 812 calls (2017) & 702 (2018) – When we provided the city with a full time officer prior to them hiring their own.

Coolidge Inc:

Population: 13,000

Calls for service: 321 (We do not supply the city of Coolidge with a fulltime officer)

Florence Inc:

Population: 26,000(2020) – Actual population 18,500 – Florence cites their inmate population to be just below 7,500)

Calls for service: 152 (We do not supply the city of Florence with a fulltime officer)

Eloy Inc:

Population: 18,000(2020) – Actual population 11,200 – Eloy cites on their city website a population of 6800 inmates that are able to call for services from PCACC.

Population: 11,200

Calls for service: 732

Maricopa Inc:

Population: 50,000 (2020)

Animals impounded: 255 animals

81 cats and 173 dogs and 1 bat – 48% of dogs were strays

Coolidge Inc:

Animals impounded: 400 animals

145 cats and 254 dogs and 1 bat – 57% of dogs were strays

Florence Inc:

Population: 26,000(2020) – Actual population 18,500 – Florence cites their inmate population to be just below 7,500)

Animals impounded: 110 animals

42 cats and 66 dogs – 50% of dogs were strays

Eloy Inc:

Population: 18,000(2020) – Actual population 11,200 – Eloy cites on their city website a population of 6800 inmates that are unable to call for services from PCACC.

Population: 11,200

Animals impounded: 411

101 cats and 310 dogs and 1 bat – 72% of dogs were strays

Annex F



Shelter Design

**For more information contact
The Humane Society of the United States
Shelter Services
Email: shelterservices@humanesociety.org**

www.animalsheltering.org

Planning and Building an Animal Shelter

An animal shelter is the physical nucleus of a community animal care and control program, and should be constructed, maintained, and operated so that it is attractive and convenient to the community. Above all, an animal shelter must be a place of security and comfort for the animals sheltered there.

A sheltering facility should be built in a central location accessible to the human population being served, and should be sited and designed in a way that is welcoming to the public. It should provide a safe and healthy environment for both animals and the people who care for them.

Keep in mind that the pre-construction planning phase is absolutely crucial to building a good animal shelter. The HSUS advises animal care and control agencies to spend as much time as necessary to identify its needs and those of its community before planning a new facility. Doing so will help achieve the objective of providing a humane, secure environment for animals and avoid costly errors in the process.

The Humane Society of the United States (HSUS) strongly recommends that local architects hired to build a new shelter consult with an architect experienced in successful shelter design.

Also enclosed are materials that provide basic information on a number of key aspects of shelter construction. Among the enclosures are floor plans of animal shelters located in different parts of the country and serving widely disparate populations. Please note that while these plans incorporate many essential elements in animal shelter design, they all have certain limitations. For example, in all the designs enclosed, cats and kittens are housed in the same area. The HSUS recommends that shelters house cats and kittens separately to reduce the transmission of contagious diseases such as upper respiratory infections. Despite their limitations, the enclosed plans can be used to show your building committee and architect the variety of approaches to animal shelter design.

Find Animal Shelter Architects

A list of experienced animal shelter architects can be found at animalsheltering.org/marketplace.

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Estimating the Size and Cost of an Animal Shelter	3
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Estimating the Number of Pets in Your Community

A figure that often seems difficult to estimate is the total number of owned animals in your community. Even if you have a handle on the number of licensed animals, there'll still be a high percentage of people who don't register their pets.

The formula that follows is by no means exact; it is based on national averages and does not account for potential variables among regions, states, and communities. If, for example, you live in a densely populated suburban area with a large number of apartments and full-time workers, cats may be the pet of choice for many more people with limited time and space. On the other hand, a suburban area with mostly housing developments may be the stomping ground for a higher number of dog lovers.

Keep such variables in mind so you can make necessary adjustments when using this formula. For the purposes of explanation, we'll use the fictional example of Anytown, a community with 100,000 households.

Step 1

Find out the number of households in your community; the local emergency management or property appraiser's office should be able to help with this. Again, in this example, the number of households is 100,000.

	Percentage of U.S. Households Owning A Pet	Number of Pets Per Household
Dogs	39	1.7
Cats	34	2.3
Birds	6	2.5
Source: The American Pet Products Manufacturers Association's 2007-2008 National Pet Owners Survey		

Step 2

Using the figures in the table above, determine how many households in the community own dogs, how many own cats, and how many own birds. You can arrive at this number by multiplying the number of households in your community by the percentage of people who own each species nationally. Here's what the math would look like in a community of 100,000 households:

- 100,000 households in Anytown x 0.39 (percentage of dog owners nationally) = 39,000 dog-owning households in Anytown
- 100,000 households in Anytown x 0.34 (percentage of cat owners nationally) = 34,000 cat-owning households in Anytown
- 100,000 households in Anytown x 0.06 (percentage of bird owners nationally) = 6,000 bird-owning households in Anytown

Step 3

Multiply the numbers you arrived at in Step 2 by the average number of each species owned per household.

- 39,000 dog-owning households in Anytown x 1.7 (percentage of dogs owned per household nationally) = 66,300 dogs in Anytown
- 34,000 cat-owning households in Anytown x 2.3 (percentage of cats owned per household nationally) = 78,200 cats in Anytown
- 6,000 bird-owning households in Anytown x 2.5 (percentage of birds owned per household nationally) = 15,000 pet birds in Anytown

Now Anytown has rough estimates of the number of dogs, cats, and birds in its community. You can also apply this formula to other species, using national statistics for fish, reptile, equine or small-animal ownership.

From *Animal Sheltering* magazine, Jan-Feb. 2001, updated APPMA figures March 2008. www.APPMA.org

Estimating the Size and Cost of an Animal Shelter

For a ballpark estimate of the size and cost of a new animal sheltering facility, use the formula below. For more accurate size and cost estimates, local governments must go through a comprehensive needs-assessment process.

1. Enter the number of dogs housed¹ _____
Multiply that number by the square
Feet (s.f.) per dog (90-100 s.f. per dog).² _____ x _____ = _____ s.f.
2. Enter the number of cats housed.¹ _____
Multiply that number by the
s.f. per cat (45-50 s.f. per cat)² _____ x _____ = _____ s.f.
3. Add the totals in 1. and 2. above to
determine total building square footage. _____ s.f.
4. Multiply the total building s.f. (3.) by the
cost per s.f.³ to determine the total
building cost. _____ s.f. x 150 = \$ _____
5. Multiply the total building cost (4.) by
the total project cost factor.⁴ _____ x _____ = \$ _____

The result of 5. is the total project cost.

Example:

1. 100 dogs x 100 s.f. = 10,000 s.f.
2. 50 cats x 50 s.f. = 2,500 s.f.
3. Total building s.f. = 12,500 s.f.
4. 12,500 s.f. x \$200 = \$2,500,000
5. \$2,500,000 x 1.67 = \$4,175,000

Note:

New Construction costs ranged from \$175 - \$212 per square foot, not including land.

Renovation/New Construction ranged from \$160 - \$215 per square foot not including land.

Most of these figures were derived from actual costs but were on projects completed in 2002-2004, so you can add at least 20% onto these prices for current estimates. The renovation project prices above included a combination of retrofitting an older facility combined with some new construction for additional square footage. Pricing MUST be considered as a range, as construction costs vary widely by geographic region.

¹ This is the estimated total number of animals to be housed at the facility at any one time. Most jurisdictions can estimate this number by analyzing the number of animals housed at the existing facility during previous years and adjust that number on the basis of relevant data about the community – data such as the number of other shelters in the area, existing animal control ordinances and programs, demographic trends for both people and animals, and the location of the new facility vis-à-vis the community's population base.

² The s.f. allowance includes space for administrative offices, education space, medical space (such as assessment and spay/neuter areas), storage, and support space.

³ The national average is \$150.00 per s.f. (in 2000).

⁴ In this example, building-related costs are estimated at 60% (a typical percentage) and other costs (grounds, architects' fees, interest, etc.) are estimated at 40% for the complete project. Divide 40 by 60 (result: .666) and add 1, for a final project cost factor of 1.67. Note that the result of this formula is that building-related costs are represented by the 1 and other costs are represented by the .67.

Building a Safer Shelter

So the money you asked for to build a new facility came through – now what? Along with concerns about noise reduction, waiting areas, and cleanable surfaces, you also want to make sure your new buildings are better equipped to handle security issues than the old one: The goal of any new design should be improvement. Learn from the flaws you found in the old building, and work with your architects to make sure they aren't duplicated in the new one.

In California, Escondido Humane Society is recovering from the tragic fire that destroyed its old facility in January 2001. Plans for construction of a new shelter, complete with security enhancements, are underway, says Phil Morgan, the shelter's executive director. In its old building, Escondido endured the same problems found in many shelters – the building was outdated, and the lack of a sprinkler system ended up costing animals' lives.

The new facilities will be far better prepared to prevent such calamities; a sprinkler system is only one of the improvements, Morgan says. "In addition, our old place was all within one building....The new design will have more of a campus layout, with a separate animal control facility, so that if one building were to burn, the other one won't." Also in the new shelter, potential adopters will have to come and go through the front lobby, passing staff along the way; this should decrease the potential for animal theft.

A safe space for veterinary supplies is another primary element of shelter design planning, says Larry Gates of Gates Hafen Cochrane, an architectural firm that has been helping organizations design new facilities for shelters for years. Installing a safe, preferably in a nondescript cabinet, is the simplest way to secure such supplies, says Gates. "Another way we handle it is with a steel roll-down grill covering the entire pharmacy wall," he says. "That has some advantages, in that when nobody's there you can just close the whole thing down so it will be secure... It tends to work better than having a pharmacy in an enclosed room, because it's more accessible during the day but totally secure at night."

Nighttime security can also affect the decision to install indoor/outdoor or indoor-only runs. While indoor/outdoor runs can provide more exercise space and fresh air for dogs, some organizations are moving towards indoor-only runs, in part to boost security. The Capital Humane Society in Lincoln, Nebraska, found that the switch to an indoor-only facility solved many of its security problems. "We used to get people who'd come to the shelter and they'd see their dog in an outside run, but they wouldn't tell anyone," says Bob Downey, executive director. "Then at night, they'd come back and cut the fence of the run they knew their animal was in and take it. But when we went to all indoor kennels that stopped."

Some shelters have found that indoor/outdoor runs also increase burglars' ability to gain access to the rest of the facility. Many indoor/outdoor runs have doors or hatches large enough for a smaller person to fit through; if an intruder breaks through these, he can probably get into the rest of your facility from there.

In transitioning shelters toward indoor-only facilities, Gates and his firm have occasionally planned only partial overhauls – a move Gates says is often more affordable than building an entirely new shelter, yet still allows the organization to fix layout problems. "If we're doing something like that, we're typically moving toward an entirely new type of 'adoption pavilion,'" says Gates. "In existing shelters, you kind of focus on the areas the public sees, and we might put some Band-Aids on the old building, but we'll focus most of our attention into a new addition, and then the public's contact with the shelter remains mostly positive."

Whatever you decide your organization needs to address, either through renovation, new construction, or something in between, you should work closely with the architects and consultants involved in the project and make sure they understand your shelter's security-related issues. They'll probably have some innovative ideas you haven't considered, and any innovation that results in increased safety is a good one.

"All security concerns can and should be addressed in the design of new facilities," says Eric Blow, who has retrofitted fences and locks and added new lighting systems at Jefferson County Animal Protection in Louisville, Kentucky, where he serves as director. "Architects are much well-versed in incorporating security measures into buildings than they are in designing buildings for animals. The security part will be a comparative breeze for them."

Special Design Considerations for Animal Shelters

Building an animal shelter requires making a series of decisions unique to animal-housing facilities—such as choosing safe caging materials and selecting appropriate floor coatings. Here is some guidance on what to plan for and what to watch out for:

Acoustics

A key acoustical consideration is the placement (housing) of animals in relation to each other. For example, house yapping puppies away from kittens, nursing mothers, and debilitated animals; locate noisy equipment such as furnaces, washing machines, or phones well away from the euthanasia room. The din of barking can be reduced through proper design of and materials selection for the dog-kennel area.

Automatic Feeders

Avoid these because they can be difficult to clean and disinfect. Their use also reduces the opportunities for interaction and socialization between the animals and their caretakers.

Double- and triple-decker cages

The HSUS strongly discourages using triple-decker cages for any animal, as well as double-decker cages and kennels for dogs and puppies. They not only are impossible to clean, but also pose a danger to kennel staff when animals need to be placed in or removed from the cages. Double-decker cages are acceptable for cats provided they are not positioned too high along the wall.

Electrical sockets

These should be positioned on the wall at least three feet above the floor to avoid “splash-ups” of water and cleaning solutions used in floor hosing.

Electric warming coils under concrete-slab flooring

Avoid installing this type of system because it is nearly inaccessible in case of failure.

Ergonomic considerations

For the sake of staff and volunteers, plan the facility with their safety in mind. For example, to minimize back strain, install bathtubs at a “working height” for groomers/caretakers and inset an area at the base for feet. Similarly, install hydraulic lift mechanisms for tables where heavy animals will be examined, groomed, or otherwise handled.

Flat roofs

Although flat roofs are convenient for accommodating HVAC equipment, they are more prone to leaks and may collapse under heavy ice and snow build-up.

Floor and wall finishes

Finishes must be applied to materials that are properly cured and dried. Concrete and other surfaces should be tested with a moisture meter before being painted. To avoid subsequent deterioration, avoid using epoxy paints unless proper application techniques are guaranteed to be nearly perfect. Colorless sealers are usually more effective but must be applied over well-cured, thoroughly dry concrete that has not been previously painted.

Flooring

Appropriate flooring materials are vital to maintaining a clean facility in which microorganisms and odors are minimized. Poured floors with a minimum of seams are best. Ceramic tile is not a good choice for kennel or housing areas because grout is permeable and therefore impossible to clean adequately.

Guillotine doors

To permit dogs housed in indoor/outdoor kennels to avoid drafts, set guillotine doors off-center.

Height of solid dividers between kennels

For kennels made of chain-link fencing, a solid divider must be installed to avoid nose-to-nose contact among dogs. For large dogs, install solid dividers that are five feet or higher. For small-to-medium dogs, four-foot-high dividing walls are generally acceptable.

HVAC

Once a well-designed heating, ventilating, and air-conditioning (HVAC) system is installed, it is essential to maintain it properly and clean the ducts regularly. Residual coatings of dirt and hair inside ducts cause airborne contaminants to be constantly re-circulated into kennel areas, and these contaminants can be a major source of disease.

Indoor/Outdoor Runs

Indoor/outdoor runs offer benefits for both the shelter staff as well as the dogs that are being housed. They simplify the cleaning process by allowing a dog to be isolated to one side of the run while the other side is being disinfected and scrubbed. When the guillotine doors are open, fresh air can circulate throughout the shelter, decreasing the likelihood of kennel cough and other airborne diseases. Indoor/outdoor runs also diminish noise levels and odor inside the facility. They encourage house-training skills by providing dogs an outdoor area in which to eliminate. Finally, providing indoor and outdoor access helps maintain a healthy environment for dogs, both physically and mentally. The downside to indoor/outdoor runs is that the outside portion cannot be disinfected in temperatures below freezing. In addition, guillotine doors may cause drafts, making it more difficult to regulate temperature levels within the facility. For this reason, when constructing indoor/outdoor runs, it is important to set the guillotine doors off center to allow dogs to shield themselves from cold drafts.

Lighting

Lighting fixtures in kennels should be placed over dog runs rather than down the middle of the aisle separating facing runs. This makes it easier for visitors and staff to view the animals. Positioning the fixtures in this way should allow sufficient light to spill over to the walkways so that no safety hazard is created for the public or staff.

Plumbing

The drainage system must be designed so that waste from one kennel never contaminates another. Drain openings should be at least 4" in diameter. Lead-away pipes should be at least 6" in diameter. Drain covers should be of stainless steel or other non-corrosive and easily cleanable material. These should be easily removable for cleaning but otherwise kept in place to prevent puppies, other small animals, the public, or staff from falling or slipping into them. Drain Traps should also be installed and cleaned on a regular basis.

Poles and support beams

Vertical supports or beams should not be positioned inside kennels or in the middle of walkways to protect the safety of staff and the public.

Segregation of species/traffic flow

Different species should be housed in different rooms, and adult animals should be separated from infants (except for nursing mothers/litters). Traffic-flow patterns should keep incoming animals with unknown health status separate from the general population to prevent the possible spread of disease. For this reason, public traffic should flow through the shelter similarly, progressing from early life-stage groups to older animals.

Sink faucets

These should be outfitted with handles, such as those on surgical sinks that can be turned off with the forearms to avoid re-contaminating hands after washing.

Wall/floor joints

Any wall/floor joints should be covered. Standard joints are microbe collectors and impossible to clean properly.

Wood and other permeable materials

Any kind of permeable material must not be used in areas that are frequently washed.

GETTING STARTED

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As simple as a building? We often find ourselves explaining why animal shelters are so costly. The reality is that these buildings are unique and complicated. They are individualized endeavors designed to a specific set of requirements. As opposed to manufactured goods, the prototype *is* the final product. Some projects begin with years of systematic planning, others in response to spur-of-the-moment opportunity, most with a combination of both. So how do you get started?

The Pre-Design Phase

Whatever motivates the start of a project, there are common elements to establishing a workable program. The pre-design phase is often overlooked, but from our perspective it is the most important, because everything done later is built on this foundation. There are several elements to consider:

Establish scope, quality, schedule, and budget - In order for your project to be built on a solid footing, time should be spent developing a program that answers the needs of your long-range plan as well as your immediate needs for the diverse functions required in your animal shelter. Once you have established a "vision" of what your shelter should be, the budget should be developed, financing options explored, and a schedule determined.

Site Studies - After determining that your site has the capacity to meet the needs of your long-term plan, but prior to the initiation of design, site surveys, environmental impact, and soils reports should be ordered. They may reveal concerns that will affect the viability of the project, and they will certainly be necessary later in the construction documents phase. (See attached check list.)

Financing - With a building program established, the next step is to determine how you will capitalize your project. For non-profits, this will likely entail a capital campaign targeting individual and corporate donors, or in some instances, obtaining a mortgage. Government-operated facilities are typically funded through bonds or taxes.

Planning approvals - Most projects require regulatory approvals prior to construction. With each passing year, the time it takes to obtain even simple approvals increases. The best response is to be well prepared, hire experienced consultants, and review with the appropriate agency the time required for approvals.

Delivery Process - This includes determining the design, consulting, and construction services you need. How you choose to work with a contractor and establish cost controls will have a significant impact on the success of your project.

The Team

It takes a great many people to produce even the simplest building project. As the owner, you have determined the need, or opportunity, for a new or renovated facility. You have selected a site, secured financing, and secured approvals to proceed. Architects and other design professionals have integrated your needs, resources, and ideas into appropriate solutions. An army of contractors, fabricators, suppliers, manufacturers, and craftspeople will assemble the structure. The insurance, accounting, and legal professions are involved throughout, as are local, state, and federal regulatory agencies. Finally you, the public, and your staff are involved with the building on an everyday basis. With this many people involved in the creating of your project, teamwork is critical.

Owner - As the owner, you are ultimately in charge of establishing the project's priorities, building program, budget, and financing. You will also need to provide surveys, soils reports, and other baseline information on the project, as well as make timely decisions to keep the design team progressing efficiently. One of your architect's skills is drawing out your needs and priorities and translating those requirements into bricks and mortar.

Architect - Your architect is the creator and coordinator of your facility's design. He/she provides design services and project documentation, administers construction contracts, observes construction, and processes a variety of submissions for the project.

Engineers - Approximately half of the cost of a typical veterinary facility stems from structural, mechanical, plumbing, and electrical systems. Professional engineers have an in-depth knowledge and experience in these areas, and they understand the full range of design possibilities and details in their specific areas of expertise.

Contractors - The physical act of construction is accomplished by a virtual army of contractors, suppliers, and craftspeople.

General contractors assemble the labor, materials, and management necessary to construct a project. They typically maintain small organizations, with the average firm having fewer than ten employees. Contractors are responsible for on-site equipment, such as tools, generators, temporary facilities and other items that support the construction process, but do not become part of the building.

Most of the actual construction work is done by specialty contractors (subs) who are responsible for only a portion of the work, such as mechanical, plumbing, roofing, or drywall.

Suppliers - Building materials, components, and subsystems are manufactured, fabricated, and sometimes installed by suppliers.

Selecting Design Consultants

You and your staff bring a great deal into the design of your shelter: professional expertise, needs, desires, aspirations, and biases. In turn, your consultants should be more than just people who "draw up a building" for you. As the people who will help you turn your ideas into reality, they should challenge your preconceptions and not lose sight of the fact that they are designing for YOU and YOUR NEEDS. After the completion of the design stages, your consultants will also serve as your agents in dealing with the various government agencies and the contractor, ensuring that you are receiving the quality of workmanship and materials for which you have contracted.

Your architect will serve as your primary design consultant, and he/she will rely on the expertise of civil, structural, mechanical, and electrical engineers, as well as acoustical consultants and landscape architects.

The American Institute of Architects has published a memo on "Selecting the Architect". The following are some of the most important points:

Experience - Look for a firm that will be able to show you projects of similar functional and design complexity. Each firm brings a different combination of skills, expertise, interest, and values to its projects. But as important as experience is, you need to watch for "off-the-shelf" designs that may not fulfill your specific requirements. Select an architect who has the flexibility and imagination to provide you with the services that will best fulfill your needs.

References - Find out how prospective architects do business, how responsible they are to their clients' needs, and how they stack up to their clients' expectations. The best way to do this is to talk with people in other shelters for whom the architect has provided services.

Fees - Once you have selected the best firm for you, request a proposal for services and fees. If you cannot agree, begin negotiating with your second choice. Nationally-known experts may charge more than inexperienced local architects. You will need to judge for yourself whether the experience and efficiency gained are worth the higher fee.

Rapport - Having personal confidence in, and rapport with, your architect are critical elements. Find an architect who believes that it is important to listen to you and is someone who you will enjoy working closely with throughout the life of your project.

Finally, be FRANK. Tell your architect what you expect and what your capabilities are. Ask for an explanation of anything you don't understand. Discuss your needs and the architect's motivations. The result will be a better and more successful project for both of you.

The Design Phase

In our office, we typically divide design into three phases: schematic (or preliminary) drawings, design development (detailed preliminary drawings), and construction documents (or working drawings). The schematic drawings are the initial drawings done by the architect based on the owner's vision of the project. They are then refined into the construction documents that are used by the contractor.

Schematic Drawings - These drawings represent the basic configuration and appearance of the building. They are often used by the owner to get preliminary pricing or to get governmental or financial approval. For the architect, they are the basic drawings that are, with refinement, later developed into the design development drawings. The actual time it takes for your architect to develop the schematic drawings is dependent on a realistic and well-considered program, the capacity of you and your board to make timely and consistent decisions, your architect's ability to understand and translate your ideas onto paper, and the degree of familiarity your architect has with animal shelter design. It will generally take four to six weeks for this process.

Design Development - This phase refines the schematic drawings and in greater detail establishes the construction requirements for the building, including plans, elevations, sections, systems, materials, and equipment. This phase will take about six to eight weeks.

Construction Documents - During the construction document phase, the architect creates the drawings necessary to cost and build your facility. These documents are also the legal basis for your contract with the contractor. Production and coordination of construction documents takes about eight to ten weeks.

The Construction Phase - Upon completion of the construction documents, a building permit is obtained and bids are obtained from contractors (if the traditional owner/contractor relationship has been chosen). The time required to get a building permit varies greatly, from days to months, depending on where the project is located. With the design and permitting process complete, construction can finally begin! Construction time can change substantially based on the complexity of the job, whether or not the project has to be phased, the size and organizational skills of the contractor, and weather delays. As a general rule, a freestanding facility will take six to eight months.

Move In

Transitioning to your new facility - With your building complete, it's time to move in. The care and planning taken in preparation for the move pay big dividends in fully getting 'up to speed'. While most of our clients are functioning within a couple of days, it is typical for it to take months to get well organized.

Project Costs

The average construction cost for new animal shelters that we have completed nationally over the past year is \$138 per square foot.

Regional Variations - Whereas the average construction cost listed above is \$138, the cost of construction varies across the country from a low of 74% (in rural Alabama) to a high of 136% (in New York City) based on data developed by the R.S. Means Company, a national clearinghouse for construction.

Percentage of Total Project Costs

Building Cost	60%
Land Cost	15%
Equipment, Furniture & Computers	10%
Architectural & Engineering Fees	7%
Interest, Insurance, & Fees	3%
Contingencies	5%

With a building cost of \$138 per square foot, you might expect an *overall project cost* to run in the \$200 range based on “average” land costs and expenses.

Inflation - Even if you assume that the above-listed costs are very current, there still could be as much as a six-month time lag between the date that you initiate the project and when bidding occurs and construction begins. According to R.S. Means, construction costs are increasing at a rate of 6 to 9 percent per year, once again depending on the region in which you are located.

Contingency - Rather than “lock-in” to a specific construction cost per square foot, it makes sense to determine a target range that would take into account factors as diverse as variations in project size, anticipated project complexity, contractor availability and pricing methods, code requirements, availability of utilities, site improvement, soil conditions, the price of labor, and a contingency factor for the unforeseen costs. For these reasons, it is recommended that, at minimum, you set a range that would be plus or minus 5 percent.

Go Out and Do It

Building is a team effort, and relies on the abilities of a large number of people. Animal shelters are unique and intricate facilities. When properly designed and executed, they can provide a secure and comforting environment for the animals, a tremendous asset to the efficiency and the level of satisfaction for you and your staff, and ultimately play a significant role in your efforts to increase adoptions.

ARCHITECTURAL CONCERNS for Site Selection

o LAND COSTS

- Purchase price
- "Hidden development costs"

o SITE CONSTRAINTS

- Sufficient size to accommodate:
 - Building program
 - Expansion requirements
 - Parking requirements
 - Landscaping requirements
 - Setbacks
- Public rights-of-way
 - Access
 - Anticipated street improvements/restrictions
- Topographical constraints
- Soils
- Availability, capacity, and inverts for utilities
 - Water
 - Sewer
 - Gas
 - Electric
 - Telephone
 - Storm drainage
- Off-site requirements for street or utility work

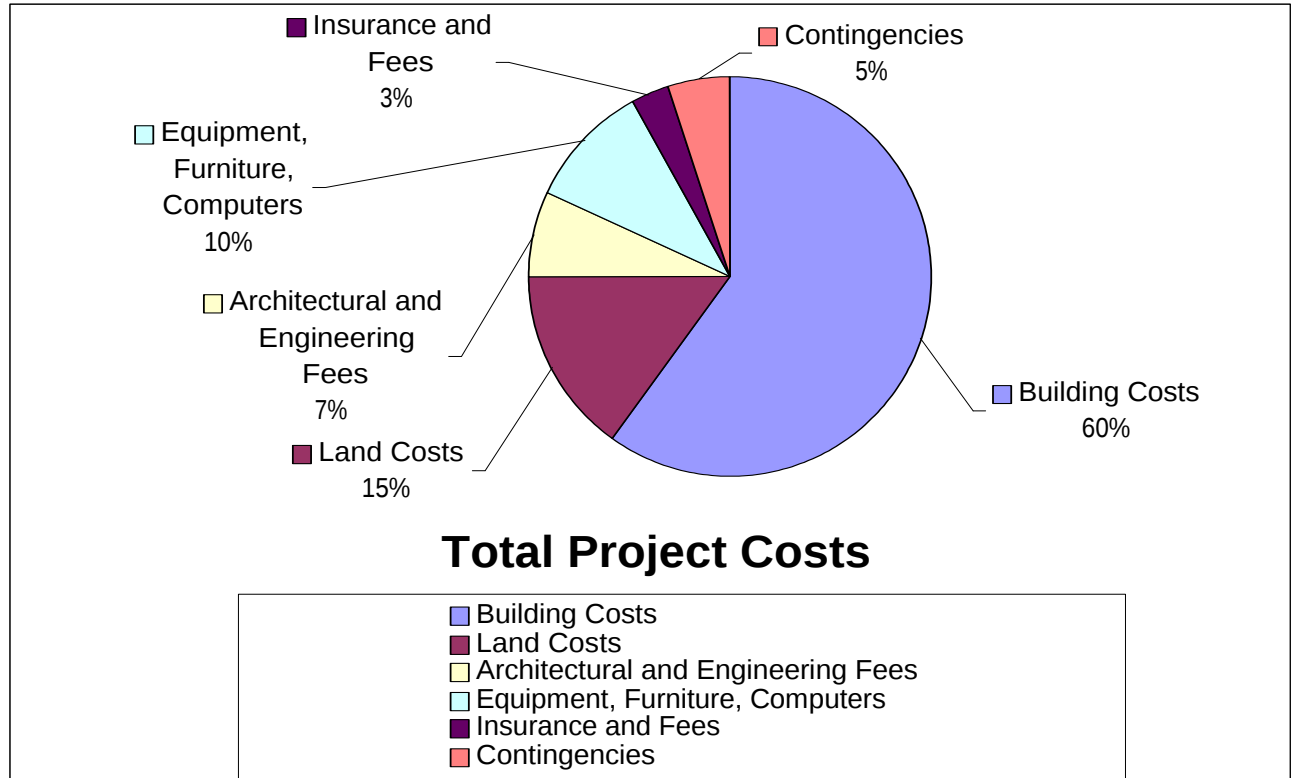
o GOVERNMENT REGULATIONS

- Zoning of property and adjacent properties
- Restrictions for shelters

Anticipated changes in zoning or planning districts
Development fees

o SPECIAL CONSIDERATIONS

Adjacent property owner or tenant opposition
Neighborhood opposition



LISTING OF POSSIBLE PROJECT COSTS

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I. Pre-design Services

- A. Site Selection Studies
- B. Concept Plan
- C. Legal Fees
 - 1. Site Acquisition Negotiation
 - 2. Contract Review
- D. Environmental Studies
- E. Survey (Meets and Bounds, Improvement, Topo)
- F. Title Commitment
- G. Planning and Zoning Review and Application
 - 1. Filing Fees
 - 2. Consultant Coordination
 - 3. Legal Fees
- H. Ground Costs

II. Financing / Fund raising

- A. Capital Campaign
 - 1. Staff
 - 2. Advertising
 - 3. Consultants
- B. Government Sponsored
 - 1. Legal
 - 2. Origination Fees

III. Site Costs

- A. Soils Report
- B. Additional Hazardous Waste Studies
- C. Improvements to Right of Way
- D. Development Fees
- E. Tap and Utility Fees
 - 1. Water
 - 2. Gas
 - 3. Electric
 - 4. Sewer
- F. Utility Upgrade Costs

IV. Site and Building Costs

- A. Site Development Costs
 - 1. Landscape Costs
 - 2. Fencing and Screen Walls
 - 3. Site Demolition
- B. Building Construction Costs
- C. Building System Equipment

- 1. Emergency Generator
- 2. Cremation Equipment
- D. Building Department Application

- 1. Fees
- 2. Consultant Coordination
- E. Builder's Risk Insurance
- F. Owner Required Testing and Coordination

- G. Design Fees
 - 1. Architectural
 - 2. Structural
 - 3. Mechanical
 - 4. Electrical
 - 5. Interiors
 - 6. Landscaping
 - 7. Civil Engineering

V. Equipment

A. Veterinary Equipment Built-in

- 1. Surgery/Exam Lights
- 2. Tub/Tables
- 3. Cages and Runs
- 4. X-Ray Equipment
- 5. Other

B. Veterinary Medical Equipment

- 1. Lab/Processing
- 2. Surgical
- 3. Dental
- 4. Prep
- 5. Other

C. Telephone and Communication Systems

D. Computer Systems

E. Other

VI. Furnishings

- A. Furniture
- B. Signage
- C. Educational Systems
- D. Retail Display

VII. Relocation Costs

- A. Moving
- B. Transition Costs

MATERIALS

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Selecting materials and finishes for your shelter is an exercise in balancing appearance with initial cost, life cycle cost, and durability. When looking at appearance, consider what colors, textures, patterns, and sizes are available.

The perfect surface would have these characteristics:

- Pleasing visual impact.
- Durable.
- Easily cleanable.
- Resilient.
- Nonabsorbent to liquids and odors.
- Prevents microbial growth.
- Sound absorbent.

No single material is appropriate for use in all areas of your shelter, and no material is a top performer in all of these categories, so choosing the “best” surface is a matter of balancing the requirements for specific areas with the cost and performance of available materials

When considering cost, look at the initial cost of the product, the cost of installation, the cost of maintenance over time, and the cost of replacing a less expensive product when it reaches the end of its life cycle. For example, vinyl tile can be purchased and installed for as little as \$1.50 per square foot, while porcelain tiles cost in the \$10.00 per square foot range. Once the overall maintenance costs for stripping, refinishing, and buffing the vinyl floor is factored in, the cost differential can be offset in approximately five years, with the added benefit of having a durable and attractive floor that can last as much as three times as long. Frequently lost in the desire to keep initial construction costs low are the long-term expenses involved in cleaning and maintenance.

Of course, there is the other side of life cycle cost analysis: if you can't afford the initial cost of a material, it really doesn't matter how good the material is.

The following materials list briefly reviews some of the advantages, disadvantages, and costs of some of the materials we recommend for animal shelters.

Flooring Materials

Quarry and ceramic tile is a very durable and “dressy” material for the front of the facility and can be used throughout if desired. When selecting tile, check for slip resistance, make sure that the sub floor does not flex, consider using darker grouts, and use tiles that don't need waxing or sealing. We typically recommend epoxy grout, but make certain that the tile installer has experience working with it.

Cost: Quarry Tile	\$3.35 to \$7.00/sq. ft.
Porcelain Ceramic Tile	\$3.25 to \$12.00/sq. ft.

VCT (Vinyl Composition Tile) is a good all around, inexpensive, and durable material. It typically comes in 8" x 8" or 12" x 12" sizes and is available in "designer" colors. While a practical material in the general service areas of a shelter, it is not appropriate for animal holding areas. Frequent waxing is required to keep joints sealed, since the joints cannot be heat or chemically welded. The base cannot be coved.
Cost: \$1.25 to \$1.50/sq. ft.

Sheet vinyl is very durable and easy to maintain. Seams can be heat welded or chemically bonded, and the base can be coved as high as desired for a seamless joint. Use commercial grade, homogeneous PVC that has no specific wear layer. Since adhesives are not what they once were, be very cautious to test the moisture content of concrete slabs, make sure that installers follow the manufacturer's recommendations, and be sure that you understand the warranties.

Cost: Higher quality \$3.50 to \$4.50/sq. ft.

Medium quality \$2.75 to \$4.00/sq. ft.

Lower quality \$1.85 to \$2.25/sq. ft.

Liquid applied epoxy and MMA (acrylic resin) flooring is very durable and easy to clean, although fairly expensive. Surface preparation is critical and experienced installers are recommended. Color, slip resistance, and thickness can be difficult to achieve.

Cost: Liquid Applied Epoxy \$6.00 to \$8.50/sq. ft.

Acrylic Resin \$7.50 to \$10.50/sq. ft., about 25% more than liquid applied epoxy.

Exposed concrete slabs in runs, wards, and utility areas are very affordable and durable. It is strongly recommended to seal the concrete rather than paint it, because the sealer actually bonds with the concrete. Liquid applied sealers are inexpensive and easy to apply, but need to be reapplied every six months. Concrete slabs can be dressed up by ordering the concrete with an integral color or by staining the concrete once the slab is installed. Staining requires a sealer for protection.

Cost: Basic sealed concrete \$4.00/sq. ft. installed, sealing is negligible

Sealed with integral color \$1.00 to \$1.50/sq. ft. more

Stained and sealed \$1.50 to \$2.00/sq. ft. more

Interior Wall Finishes

Flat latex paint can be used where cleaning is not critical. It hides imperfections and has a warmer feel than glossy paints. Washable latex paint can be washed, but not scrubbed, and is good for most working portions of the hospital. Alkyd (oil) enamel paint should be used where a higher durability finish than latex paint is required. Epoxy paint should be used in animal holding and in other high-maintenance, high-moisture areas.

Glazed concrete block is very durable, dressy, and relatively maintenance free. It works well in ward and run areas. It costs more than exotic paints and epoxies, but it is significantly more durable.

Cost: \$12.50/sq. ft., about two times more than painted block.

Glass block is a low-maintenance material that can contribute light, warmth, and a feeling of openness for runs and in walls. It must be set in frames and/or reinforced for application in runs. Glass block is also quite expensive, with installed costs in the \$20.00 to \$25.00/sq. ft. range.

Ceramic tile is predominantly used for backsplashes, shower enclosures, and occasionally applied to block in wards and runs. Install over "tile-backed board" or water-resistant gypsum board or a stable masonry surface such as concrete block.

Cost: \$2.20/sq. ft. for basic white on up.

There are two grades of vinyl wall covering. The first is typically used in the client areas as a decorative accent or in lieu of paint. Choose commercial grade, anti-microbial, washable brands. The heavy-duty grade vinyl wall coverings are very durable.

Cost: \$1.00 to \$4.00/sq. ft.

Kydex is an acrylic PVC sheet in rolls designed for heavy duty wall protection. The material is easy to maintain and comes in a wide range of colors.

Cost: \$4.00/sq. ft. for .040" (1/16") thickness.

FRP (Fiberglass Reinforced Plastic) is used in commercial kitchens and bathrooms. It is virtually indestructible, water resistant, and inexpensive. The weak point in using FRP as a wall surface is the water resistance of the plastic channels used around the edges and between panels.

Cost: \$2.00/sq. ft. for basic pebble finish.

Ceiling Finishes

Painted drywall ceilings can be used in most locations and have a nicer appearance than ceiling tiles. However, drywall has almost no sound absorption qualities, and offers less accessibility to spaces above the ceiling.

SAT (Suspended Acoustic Tile) is economical and offers good sound absorption qualities. It typically comes in standard 2' x 4' tiles, although dressier 2' x 2' and high-profile tiles are available. For moist areas, specify cleanable tiles that are foil wrapped or ceramic bonded.

Cost: \$1.00/sq. ft. for standard 2' x 4' tiles

\$1.25 to \$2.50/sq. ft. for fancier tiles

\$1.75 to \$2.25/sq. ft. for "cleanable" clean room and mylar-faced tiles

\$3.00/sq. ft. for theme tiles

Counter Materials

Plastic laminate is affordable, easy to install, and is available in a very wide range of colors. In most cases it is durable, but it can chip, scratch, and peel.

Cost: \$30.00/sq. ft. for plain, standard colors, \$40.00/sq. ft. for fancy colors and patterns

Add \$4.00/sq. ft. for chemical-resistant laminates

Solid surface and solid surface veneer (SSV) has a dressy appearance with no exposed joints. With this material, it is possible to install integral sinks. It is expensive and vulnerable to strong cleaning agents.

Cost: \$55.00 to \$75.00/sq. ft. for ½" thick solid surface material

\$32.00 to \$40.00/sq. ft. for 1/8" thick solid surface veneer

Stainless steel is durable, easy to clean, and appealing. However, it is expensive, it can scratch, and it can be cold, both in appearance and to the touch.

Cost: \$80.00/sq. ft. and up

Final Words

Always follow manufacturer's recommendations for installation and maintenance of all materials. This is very important for the warranty of the product and for your own satisfaction. Be sure that you fully understand both manufacturers' and installers' warranties. Use commercial-grade products. Talk to people in other animal shelters who have used the products you are considering. Investigate the advertising claims of a product to see how these claims compare to its actual performance.

Building materials are introduced every day claiming to be the revolutionary solution to the problem. Some may fit that bill, but be careful to invest the time and effort to follow through on who is using them, where they are used, in what applications they are being used, and if the installer and manufacturer will stand behind the materials and installation.

HVAC, ODOR, AND NOISE CONTROL

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Imagine an animal shelter where your ears didn't ring with the sound of barking dogs and the air smelled fresh. It's possible! Using proven methods of sound control in concert with a well-designed mechanical system and a sanitary environment can help reinforce a positive adoption experience.

HVAC (Heating, Ventilation, and Air Conditioning)

The goal in designing an effective HVAC system is to create a comfortable working environment. A comfort zone includes the following elements:

1. A room temperature of 72 to 78 degrees.
2. Twenty to sixty percent humidity.
3. Six to twelve air changes per hour.
4. Air velocity at head level of 10 to 50 feet per minute (a special issue in animal habitats).

To maintain the comfort zones for particular areas in your shelter, you should meet these requirements:

5. Public areas: Provide a minimum of six of eight changes per hour, with slightly positive pressure.
6. Adoption, relinquishment, lost and found, holding areas, grooming, and isolation: Exhaust should be 110 percent of air supplied to maintain negative pressure. Provide ten air changes per hour.
7. Veterinary care: Provide a minimum of six of eight changes per hour.
8. Surgery: Air supply should be 110 percent of exhaust to maintain positive pressure. Provide 95 percent filter for supply duct.

A variety of systems can accomplish this comfort zone. In an animal shelter, a forced-air system works best. This system can respond to your needs more quickly and help control odors more effectively than a radiant heat system.

The Run Environment

Typically, it is required that you exhaust a tremendous amount of the air from the run area. Finding an efficient, cost-effective way to condition this air is imperative. Some alternatives to the typical forced-air system include:

9. Radiant heat flooring: Use either low-voltage electric or hot water piping. It's a good system for runs because floors dry more quickly during cleaning.
10. Air-to-heat exchanger: A relatively expensive process for reclaiming the heat or air conditioning from the used air before it is exhausted. The exchanger effectively preheats/cool the new air as it is drawn into the system.

Environments for Exotics

With increasing frequency, shelters are creating special environments for housing exotics. Exotic wards often require special venting and additional heat. Using a radiant

ceiling panel or wall unit will add the required heating capacity. A "reheat coil" set into the duct that supplies the exotic environment offers another way of providing custom heating for this species-specific area.

ODOR CONTROL

Odors arise in dirty or damp environments. To isolate odors, you should divide your shelter into mechanical zones that correspond to your functional modules. Separate air handling units, including heating and cooling, should service these zones. Each zone should have its own supply and return so that air from one zone doesn't cross into another.

Air pressure separations isolate odors. If you exhaust more air in the animal habitats than you put in, you create a negative air pressure. And, in the public zone, if you put more air in than you exhaust, you create positive pressure. The positive air pressure in the public zones keep the odors trapped in the negative pressure animal habitats.

Exhaust fans play a significant role in creating the negative pressure zones, particularly in the animal areas. By using exhaust fans, you can typically vent 120 percent of the air that you put into the animal areas.

Effectively exhausting air from your shelter is probably the single best thing you can do to control odors and to decrease drying time in the runs. It is often a good idea to install a high-volume exhaust fan to be available in the animal areas for "emergency" situations.

Odor control can be best accomplished by eliminating the source. Frequent cleaning of the runs and cage areas is the first and most obvious step in the control of odor. Locate water hose bibbs in convenient locations. When things are easy to use, the job gets done more efficiently. High-pressure washing systems with flow-monitoring injection pumps for chemical disinfectant are extremely efficient for cleaning animal holding areas. Valves control the flow of fresh rinsing water and water containing disinfectant. Quick disconnects used with spray wands or hose reels mounted from the ceiling make the system easy to use.

Animal Enclosures

A major consideration in evaluating which run enclosure is best for your shelter should not only be ease of cleaning, but also how thoroughly the enclosure can be cleaned.

Concrete-block runs. Concrete-block runs are durable and easily cleaned when filled and painted with epoxy paint. These are quieter than modular metal or fiberglass runs. In addition, concrete block provides a relatively inexpensive solution for separating adjoining runs. A variation of the concrete-block approach is to cover the surface of the demising wall with ceramic tile. This technique combines the durability of a concrete wall with a dressier finish. To ensure a well-finished look, trim and bullnose pieces should be used at all corners, top edges, and the base of the wall.

Another way to use ceramic tile on a concrete-block substrate is to use "glazed concrete block," in which a heavy ceramic glazing is integrally attached to an ordinary concrete block through a sophisticated firing process. Although expensive, the finished product is quite durable and easy to clean. Glass block also works well in run enclosures to

create a more friendly environment. Cleaning characteristics are similar to glazed block.

Modular runs. Generally, modular runs consist of an aluminum or stainless-steel frame with solid in-fill or cage "rod" in-fill panels. The metal frame and in-fill system usually looks nicer than a concrete-block run. The panels can vary in color and configuration to provide visual variety. The system easily combines with raised-flooring systems to keep dogs off the run floor. Care must be taken during installation to seal hidden surfaces.

Panelized kennel fencing. One of the oldest and most-effective methods, the panelized fencing system combines a smooth chain link with a galvanized metal frame that is smaller than that commonly found in chain-link cyclone fencing. Unlike typical chain link, the fabric of the panelized system doesn't have any burrs, because the material is electro-galvanized, not hot-dipped. Furthermore, dogs can't climb it as easily as chain link, because the gauge, or thickness, of the wire is smaller and the spacing of the mesh tighter. Finally, the fabric is laced to the framework more tightly than chain link and is flush-welded without hub connections, which prevents dogs from getting caught on the edges. Fencing can be more difficult to clean than solid walls.

Drainage systems

The most contentious aspect of constructing a dog run is likely to be the drainage system. An effective system makes the runs easy to clean, using minimum staff time and effort. Possibilities include:

Single drains in each run. This is the simplest solution and, in shelters with fewer than a dozen runs, is often the least expensive. Generally, you set the drain in the center of the run at the back and slope the floor a minimum of 1/4 inch per foot to the drain.

Unless you're using a raised-flooring system, consider installing grates or covers over the drains to keep dogs from stepping into them. This specification requires that your staff pick up any solid waste before washing down the run.

A trench drain behind the run. One of the more recent innovations locates the two-foot wide trench drain, equipped with a flushing floor drain, behind the runs. All runs drain into this trench. For cleaning, your staff accesses the trench through the end runs in the bank of cages. Generally, no more than ten runs should face on a trench.

The flushing floor drain in the trench presents a unique advantage. A small water line is stubbed into the floor drain. When solid wastes need to be washed down the drain, you simply open a valve. Although the floor drain can be expensive, it is an effective system provided you specify an adequately-sized line and use a "ball valve," which can be opened quickly.

A trench drain in the run. Here, a floor drain is located in the trench that runs through the back of the runs, offering a more space-efficient solution than a drain behind the run. Like the flushing floor drain system, a water line is stubbed into either end of the trench, so that you can flush the trench itself.

To minimize cross-contamination between runs with this method, install a grate or raised-floor system to keep dogs out of the trench. Or, you might consider covering the trench with a raised-floor sleeping bench at the back of the run.

The concrete subcontractor forms the trench, or you can specify a prefabricated corrosion-resistant polymer concrete unit and grate. Either way, the trench usually is located at the back of the run, allowing a staff member standing in front of the run to "chase" the wastes into the trench.

NOISE CONTROL

Controlling noise is a significant issue, not only for the comfort of the staff, public, and the animals, but it can also be a legal concern. OSHA has specific standards for noise abatement in the workplace with which few shelters comply. Methods of combating noise pollution are Absorption, Isolation, Dissipation, and Masking.

Absorption

The way to absorb sound is to use porous, sponge-like materials. Carpet, drapery, foam rubber, acoustic ceiling tile, and sprayed-on fibers are all sound-absorbing materials. They have a high NRC (Noise Reduction Coefficient). For example, a concrete floor has a NRC of .005, whereas carpet has an NRC of about .75. This means the carpet, in relative terms, absorbs 75% of the noise that hits it.

Other sound-absorbing materials that could be used within a boarding area where durability and cleanliness are an issue might be:

mylar-faced ceiling baffles - NRC 0.95
quilted blankets/banners hung from ceiling- NRC 1.10
fabric-wrapped wall panels - NRC 0.90
sound block (concrete block with slots and foam inside) - NRC 0.35

Isolation

The second step in controlling noise is isolating it within a specific area with a wall or ceiling assembly that has a high mass. A wall material or assembly that is effective at dampening noise is said to have a high STC (Sound Transmission Coefficient). For example, a typical gypsum board partition built on 2 x 4 wood studs has a STC of approximately 34. This means that the wall effectively keeps 34 decibels of sound from being transmitted through to the other side. Increasing the mass by doubling the layers of gypsum board on each side increases this same assembly to STC 45. If we then add 1 ½" sound batts between the studs, we can then increase the STC to 53. The practical limit to cost-effective STC wall assemblies is approximately 65. Some typical wall and ceiling assemblies with their STC rating are listed below:

11. 3 ½" steel stud wall with gypsum drywall both sides - 47 STC
12. 3 ½" steel stud wall with one layer gypsum one side, two layers on the other side - 51 STC
13. 6" concrete block wall - 44 STC
14. 6" concrete block wall with the block filled with sand - 47 STC
15. two wythes (layers) of 4" brick with plaster - 59 STC

In addition to creating a barrier with mass, it is also important to watch out for "sound leaks" and "tracking of sound". "Sound leaks" occur when you have holes in your wall or ceiling barrier, or when the wall assembly is incomplete. Windows with an STC of 26 perform like a hole in your acoustic wall. Hollow core wood doors are also tremendous

“leaks”, with an STC rating of 19. Other leaks include electrical outlets that are back to back in the wall and mechanical ducts that penetrate acoustic wall assemblies. Incomplete assemblies occur when your barrier, whether it be wall or ceiling, does not reach all the way to the outside enclosure of the building. A good example is a massive wall assembly that reaches only up to the ceiling. In this case, the sound “flanks” by going around the wall, up and through the ceiling, and back to the space on the other side. The following describes some ways you can “plug” sound leaks:

Windows - By using double panes of glass separated by at least 4" of air space, you can increase the STC rating of a window to 43. Be sure to caulk the glass into place and, if possible, use two different thicknesses of glass, such as ¼" and 3/16", so they won't vibrate in unison.

Doors - Use tight-fitting, solid core wood doors or hollow metal doors with insulation. Weather strip the doors, and on interior doors, add an “automatic door bottom” that extends the weather stripping down to the threshold when you close the door. Avoid double swinging doors because they are very large sound leaks.

Wall Assemblies - Caulk around the perimeter of wall assemblies and around wall outlets, and be sure the wall assemblies fit tight to adjacent surfaces.

Duct Penetrations - If you have to penetrate an acoustic wall with a duct, have the duct zigzag to create a sound trap. Also, if you build a boot around the zigzag with sheet lead, you will better isolate the noise.

Sound will “track” when the sound vibrations in one material can be transmitted through contact into the adjacent material, and thereby through the total wall assembly. One of the best ways to break the “tracking” of sound is by inserting an airspace between materials. A resilient material will also act like an air space, or miniature shock absorber, between adjacent materials. Some STC ratings for typical wall assemblies with different forms of airspaces are listed below:

16. double layer of drywall each side on two separate stud walls 1" apart - 56 STC
17. single layer drywall each side on staggered 2 x 4 studs on a 6" stud plate - 46 STC
18. 6" airspace added to any assembly - 8 STC

Some examples of resilient materials that can be used to break the sound “track” are listed below:

Resilient clips - Spring metal clips that are mounted between layers of gypsum board, creating an additional STC gain of approximately 10 STC.

Ceiling Isolators - Spring hangers that can be used to hang a ceiling and isolate any vibration.

Foam Spacer - Mounted between the drywall and the studs.

Barrium Loaded Vinyl - A heavy-duty rubber sheet that has both mass and resiliency sandwiched between multiple layers of drywall in a wall or ceiling assembly; it will markedly increase the STC.

Dissimilar Materials - Instead of using two layers of drywall with the same reverberation frequency in a wall assembly, use a layer of plywood and a layer of drywall. They have different natural “harmonic oscillations”, cutting down on the transmittance of sound.

Dissipation

Probably one of the most effective ways to control sound is one of the simplest. In a non-reverberant situation, i.e. in the outdoors where the sound does not typically bounce off of anything, sound dissipates quickly. In fact, once you are more than approximately four feet from the sound source, the sound level declines by six decibels with each doubling of distance from the source.

Masking

This brings us to one of the most overlooked ways to control sound: masking the noise. You can mask the noise that leaks through a wall assembly by covering it up with another more pleasant sound. Specifically, if you have noise from barking dogs, penetrating to the client areas of your shelter, you can overlay it with Muzak and make the barking less noticeable. Because sound adds logarithmically and not arithmetically, the combined sound level of the barking dogs and the Muzak is not twice as loud as the barking. The Muzak effectively covers the barking without significantly increasing the sound level.

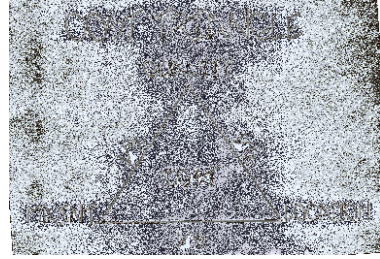
Summary

A successful shelter creates a pleasant environment for the animals, the public, and the staff. Controlling noise and odor play a significant role in the design of an adoption-friendly facility. Although there are costs associated with adding capacity to mechanical systems and installing sound-deadening materials, much can be done during the initial planning stages to increase the practical performance of your shelter.

MATERIALS SUPPLIERS

When choosing materials remember the **Cost Triangle**:

Quality vs. Maintenance vs. Location



FLOORING MATERIALS

Porcelain Tile

\$ Suppliers:

American Marazzi Tile

www.marazzitile.com)

Graniti / Fiandre (www.granitifiandre.com)

American Olean Tile Co. (214/398-1411)

Quarry Tile

\$ Suppliers: American Olean, Dal Tile, Lafaenza, Florida Tile, and Buchtal, among others

Ceramic Tile

\$ Suppliers: American Olean, Dal Tile, Lafaenza, Florida Tile, and Buchtal, among others

Grouts

\$ Suppliers: Latapoxy SP100 Epoxy Grout, Laticrete Adhesive #4237, and Mapei Karapoxy (www.laticrete.com)

Resinous Flooring

\$ Suppliers:

Dex-O-Tex, Cheminert, Neotex (www.dexotex.com)

Dur-a-flex, (www.dur-a-flex.com)

Silikal Resin Systems, (www.silikalresins.com)

Garon (800/631-5380) has a complete catalog of epoxy coatings and

sealers.

Vinyl Composition Tile

\$ Suppliers: Armstrong, Azrock and Tarkett.(see below)

Sheet Vinyl

- Suppliers: Armstrong C Medintech or Crosswalk (www.armstrong.com)
Forbo C Smaragd (www.forbo.com)
Tarkett CGranit Acoustiflor (www.tarkettusa.com)

Terrazzo

\$ Vendors have products like Dex-a-Tex, a plastic epoxy poured terrazzo-type product that is far less expensive than real terrazzo, yet is as durable.

Carpet

KENNEL OR DOG HOUSING MATERIALS

Flooring Materials

Resinous Flooring (See above)

Concrete Sealers, Colors and Hardeners

Integrally colored concrete:

Suppliers:

True Tone Cement Colors (Davis Colors)

Solomon Grind (Chemical Service)

Nonmetallic Grit:

Supplier: The Burke Company

Dry Shake, Nonmetallic Hardeners:

Suppliers:

Dry Shake (Sonneborn)

Colorcron (Master Builders)

Tnemec

Wall Materials

Glazed Concrete Blocks or Glazed Brick

- Suppliers:

Stark Ceramics, Canton, OH

Elgin-Butler

Astro Glaze or Habco Glaze Products (Tenwith Indus.),

Emigsville, PA

Hanley Brick, Summerville, PA

Spectra Glaze, The Burns and Russell Company

Glass Block Walls

- Suppliers: Altemp Co. (Amiran)

Fiber Glass Wall Board

\$ Suppliers:

Glassbord (Crane, Dyrotech Industries)

Glasboard (Kemlite)

Dipcraft MFG (Braddock, PA)

CAGES AND MODULAR KENNEL SYSTEMS

- Suppliers

Cedar River (800/323-4858, cedarriverlaboratories.com) Modular system

Clark Cages (800/461-9972, www.clarkcages.com)

Horst Company (800/221-4724, www.horstcompany.com) Modular system

J.R. Kennel Manufacturing (937/780-6104) Galvanized system

LGL Animal Care Products (979/775-1776, www.lglacp.com) Stainless steel system

Mason Co. (800/543-5567, www.masonco.com) Galvanized system

Shor-Line / Schroer Mfg, Co. (888/551-4064, www.shor-line.com) Stainless steel system

Snyder Manufacturing (800/422-1932, www.snydermfg.com) Aluminum system

Suburban Surgical Co. (800/323-7366, www.suburbansurgical.com) Stainless steel system

T Kennel System (800/377-7103, www.t-kennel.com) Galvanized system

Tristar Metals, Inc. (877/459-7827, www.tristarvet.com) Stainless steel system

ACOUSTICAL MATERIALS

Sound Block

\$ Manufacturers: SoundBlox, Sound Cell, Trendstone / Acousta-Wall

Acoustical Decks

\$ Most deck manufacturers fabricate decking

Acoustical Plasters

\$ Manufacturers: Pyrock; 3-M acoustical spray

Wall Carpet

Sound Absorbing Wall Panels

\$ Suppliers: Soundsoak (Armstrong)
Softscape, Capaul, Acoustiflex Corp.
Acoustone Space Units, US Gypsum
Silent Auratone Panels, US Gypsum Company

PAINTS/COATINGS

Chlorinated Rubber/Alkyd Enamel Paint:

\$ Supplier: Lindsay Finishes Inc.

Epoxy Paint:

\$ Suppliers: Tile & Epoxy Coating
Porter International
Tile Clad II (Sherwin Williams)
Try-Glaze 4, Gloss or Semi-Gloss (Moore)

Corner Guards

\$ Suppliers: Acrovyn, Construction Specialities, Inc. (www.c-sgroup.com)
Tepromark, Tepromark International

CEILING FINISHES

Painted Drywall

Suspended Acoustical Tile

- Suppliers: US Gypsum Company, Owens Corning, Celotex, Armstrong

SPECIAL SYSTEMS OR EQUIPMENT

Incinerators C Crematoriums

- \$ Suppliers: Industrial Equipment & Engineering (800/327-2831)
Crawford Equipment & Engineering (800/228-0884)
Shenandoah (800/476-7436)
- Note: Do not forget, most of these vendors will guarantee local environmental clearance as part of the sale. Make them put the guarantee in writing!

Floor Drains Systems

Flushing Floor Drains:

The Sani-Cepto R-type flushing floor drain is the most commonly used drain. It is 14 inches in diameter with a hinged, perforated grate cover. The inside of the drain is porcelain enamel. The important benefit of this drain is that it can be flushed from controls on the wall so solids can be forced out of the system, which includes out of the P-trap.

Trench Drains:

Hydraulic Trench Systems, such as those from ACO Polymer Products (800/543-4764) or Polydrain Trench Drain System (800/438-6057), have been used successfully in canine runs. These can be installed for each individual run so cross-contamination is eliminated.

Individual Kennel Drains:

Separate drains in each run are an alternative that reduces the chance of cross-contamination and eliminates the mechanical parts of the above system. Six-inch diameter drains are the smallest indicated unless ALL solids are to be collected before washing the run; with a solid-removal program, four-inch drains are usually adequate. A drawback is the stall washes to one small target.

Drain Covers:

Materials include plastics to stainless steel with stainless preferred.

Grinder Pumps

Set up for individual run collectors or larger for common interceptors.

Plantings

Don't forget plantings; they add color, help with acoustics and scale, and provide comfort for animals and people.

Glass/windows

Adds more light, opens facility and allows viewing of and by dogs.

Note: As with all such information, manufacturer's names, phone numbers and E-mail addresses are guaranteed to change!

Sources:

Design Starter Kit for Veterinary Hospitals. American Animal Hospital Association. 3rd ed. Denver, Colorado, 1996.

Shelter Pages 2004, Animal Sheltering Magazine: The Humane Society of the United States, Washington, DC, 2004.

Sweet's Catalog File. McGraw-Hill Construction Information Group. New York, NY: McGraw-Hill Companies, 2005.

Design and Construction Project

Useful Definitions

These definitions are intended to provide rudimentary information about the professionals or processes commonly encountered during a design and construction project.

Design Consultants

Acoustical Consultant - state licensed consultant who is qualified to test noise levels and design or recommend design features that will moderate ambient, external or internal noise levels.

Architect - state-licensed consultant who is responsible for the design and coordination of the overall project including site, building and systems. The project architect will serve as the interface between the Owner, consultants and outside agencies.

Architectural/engineering Consultant - design consultant, usually licensed, who has special knowledge of and experience with specific building types or systems required for a project, e.g. swimming pool engineer.

Civil Engineer - state-licensed consultant responsible for a project site design including drainage, water management, paving, roadways and utilities related to the project. The civil engineer does not design electrical service or landscaping. On larger projects, this engineer is responsible for assisting in the site master planning including traffic flow.

Cost Estimator - consultant qualified to review the design documents and prepare Statements of Probable Construction Cost based on project type, prevailing materials costs and labor conditions of the project location. This consultant may also provide value engineering, review construction schedules, pay requests and contractor Change Orders.

Designer/Computer Drafter - individuals of widely varying degrees of skill who work under the direct supervision of a licensed architect or engineer to design portions of a project. While manual drafting is still used in some cases, most projects are now designed and drafted with the aid of computer programs such as CADD (computer aided drafting and design). Some advantages of computer drafting are greater accuracy in the construction documents, easier redesigns, direct communication with engineering consultants and files management. Disciplines often digitally transfer current drawings to each other via the internet.

Electrical Engineer - state-licensed consultant responsible for all electrical (power and lighting) including site designs for the project; concerned with all communications including telephone and computers, television and power generation, etc.

Environmental Consultant - a variety of usually industry certified or state-licensed consultants qualified to study, recommend, design and perform remedial work concerning a myriad of environmental tasks such as wetlands mitigation, endangered flora and fauna on a site, chemical/fuels contamination or asbestos and lead-based paint abatement.

Geotechnical Engineer - state-licensed consultant responsible for testing and determining soil and sub-surface conditions. These test results help determine building placement as well as foundation and pavement design. Investigation may further define environmental and hidden conditions.

Landscape Architect - state-licensed consultant responsible for the landscape design, plantings, and irrigation system and site permitting. This consultant may also become involved with site amenities including lighting, furnishings, accessories, etc.

Mechanical Engineer - state-licensed consultant responsible for all the mechanical systems such as HVAC (heating, ventilating, air conditioning) systems. This consultant is often the plumbing engineer, too.

Project Manager - depending on the nature of the project, either an architect or engineer is responsible for the overall coordination of the entire project and interfaces with the client, design team, specialists and construction professionals. This person is usually responsible for the overall success of the project.

Plumbing Engineer - state-licensed consultant responsible for the plumbing and fire suppression systems and may include the water supply, waste water and storm water systems, etc.

Roofing Consultant - qualified, and often industry-certified, consultant who evaluates, recommends, designs and reviews the construction of roofing systems for structures. This consultant often involved in renovations and remedial projects.

Structural Engineer - state-licensed consultant responsible for the structural infrastructure of a building including foundations, wall construction, roof framing, etc. conforming to all code requirements including wind and hurricane and snow loads.

Surveyor - state-licensed consultant responsible for establishing site boundaries including legal descriptions, set backs, easements, etc., existing and new building locations, elevations (grades), utilities, wetlands, trees, etc.

Design Phases

Programming - this phase determines both internal and external spaces required for the project. This may include the size, location, relationship to other spaces, furnishings, equipment, and all other support information.

Schematic - this phase develops the program into a two or three dimensional graphic format. Scale is developed, relationships are further refined, systems are reviewed and materials are evaluated. Basic costs are established.

Design Development - this phase refines the schematic phase and establishes in graphic and written format, the entire building including plans, elevations, systems, materials, equipment, etc. A more detailed Statement of Probable Construction Cost is provided.

Construction Documents - this phase sets forth in both graphic and written format the construction documents for both bidding and construction. This is the culmination of the

design process. A comprehensive Statement of Probable Construction Cost is provided.

Bidding - during this phase contractors review the contract documents and contract requirements and submit a fee proposal to complete the construction. This usually includes both cost and construction schedule. The architect is responsible for plan interpretation, clarifications, bid review and recommendations.

Construction - this is the time where the successful bidder is contracted to complete the construction of the project.

Construction

General Contractor - this entity is responsible for the overall construction of the project including coordination of the sequence of work, sub-contractors and schedule. The contractor is legally contracted with the Owner, not the architect.

Sub-contractor - this entity works for the prime contractor for specific areas of construction. The sub-contractor is legally contracted with the prime contractor.

Clerk-of-the-Works - responsible for documentation of the day-to-day construction activities, expedites official requests for information, proposals and change orders, verifies with the architect the accuracy of pay requests prior to submission to the owner, maintains clear and correct lines of communication between all parties, and coordinates move-in and close-out documents and any systems training. Clerks are present full-time on the construction site, may be an employee of the Owner or may be provide via contract with the architect. Because of cost, clerks are utilized most often on larger projects. In the absence of the full-time clerk, the architect, or representative from the design team, is usually required to be on-site on a weekly basis to provide construction observation.

Building Inspector - this representative of a local, state or federal entity responsible for reviewing the construction relative to the codes of his/her jurisdiction.

Project Delivery Methods

Design/Bid/Build - this is the most recognized method of project delivery. The Owner selects a design entity to design the project to budget and the Owner's needs. The contract documents are then bid with the contract awarded to the most responsible bidder. The Owner then enters into a contractual relationship with the contractor. The architect and contractor do not have a contractual relationship. Advantages of this method are it is suitable for competitive bidding, has a system of checks and balances and insurance/bonding programs are will defined. Disadvantages include diffused responsibility and project delivery may be slow.

Design/Build - this method of project delivery is used when the Owner desires a single source of contact and responsibility. Both the architect and contractor act as a single contractual entity. The advantages for the Owner are time savings, earlier knowledge of firm costs and lower incidence of claims. Some disadvantages include Owner's loss of control, institutional barriers to procurement and licensing and elimination of checks and balances.

Partnering - this method of project delivery requires the owner to enter into contracts with the architect and contractor at about the same time. All three entities work together to establish the most cost effective project. This method endeavors to eliminate adversarial relationships.

Construction Management (CM) - a project delivery method where the Owner contracts directly with a Construction Management firm that in turn contracts with the trade contractors. The architect is contracted by the Owner. Advantages include preconstruction involvement, cost savings and better scheduling. Disadvantages of pure CM place too much risk and burden on the Owner while modified CM is not very different from design/bid/build.

Role of The Architect in Project Delivery Systems

Planning and Building an Animal Shelter

HSUS Animal Care Expo 2002

Richard S. Bacon, AIA

Primary Design Advice: Have an architect on the design team who has recent design experience with animal sheltering facilities. Your geographical location, political situation and financing may dictate what role the architect will play in your design process. The three most common interactions we have encountered are the architect as prime consultant, the architect as owner=s representative and the architect as specialty design consultant.

Architect as Prime Consultant - Architect is responsible for the entire design team

- 👍 Architect assembles team of architects, engineers and sub-consultants who may or may not be locally based.
- 👍 Be sure an architect on the design team has recent experience with that building type.
- 👍 Architect oversees all tasks related to the programming, design and production of contract documents. Some tasks, such as surveying and geotechnical or environmental testing which are usually done by the owner, can be assigned to the architect to manage.
- 👍 Architect=s role during construction may depend on the project delivery methods being used but usually the designer oversees construction for compliance with the contract for the owner.

Architect as Owner=s Representative - Design contract with another architect

- 👍 As an owner=s representative, this architect=s chief role is to assure the building is designed and built to the owner=s specifications. He or she is hired by the owner.
- 👍 This is a good way to have outside expertise.
- 👍 This architect would be most involved during the programming and initial stages of design where floor plans, elevations, systems and finishes are first determined.
- 👍 He or she will step back during development of working drawings which is handled by another architect hired by the owner expressly to perform this task.
- 👍 The owner=s rep architect may be responsible for reviewing the plans and making periodic site visits during construction.

Architect as Specialty Consultant to a Prime or Local Architect

- 👍 The specialty design consultant is hired by the architect, not by the owner.
- 👍 He or she will provide design expertise to the prime, usually a local, architect and may be involved during the schematic design phase and in recommending systems and finishes.
- 👍 It is up to the prime architect to decide what tasks the expert will handle, which means the expert may be used a lot or just a little.

When Using a Municipal and Local Architect Without Shelter Design Experience

Sometimes circumstances dictate that the design process must be lead by an architect or engineer who has little or no knowledge about the complexities of an animal care or shelter facility. Your best line of defense is to EDUCATE, EDUCATE, EDUCATE yourself and that design professional about the special needs of a shelter. Here are some suggestions for dealing with this situation.

- 👍 Be honest and straightforward with your designer about your need for expertise and help the architect educate himself or herself about animal shelters.
- 👍 Take the architect on a tour of your facility and point out areas that are problems or are well designed.
- 👍 Take the design professional on tours of good, and bad, examples of other shelters.
- 👍 Use statistics and research to back up your requests for expert design assistance or equipment.
- 👍 Demonstrate through analysis and research how your operation will improve if you had better circulation, better ventilation, new kennels, etc.
- 👍 Use health and safety issues to your advantage. Would a properly designed shelter reduce workers compensation claims?
- 👍 Write your RFQ or RFP in such a way that design teams are required to include a shelter design consultant, only teams with shelter design experience will be considered or teams that have included experienced shelter design professionals are favored in the selection process.
- 👍 Hire a shelter design expert to do a feasibility study and make recommendations. You may be able to do this via a purchase order.
- 👍 Hire a shelter design expert to peer review your plans and make recommendations to your designer.
- 👍 Encourage, or require, your architect to attend seminars or training about shelter design.
- 👍 Nurture those supervisors, volunteers, board members or elected officials who are sympathetic to your cause about the special needs of shelter design.
- 👍 In the long-run, it may cost you more time, money and headaches to live with the mistakes or omissions of an architect without shelter design expertise that it would to have hired a specialist in the first place.

Fee Structuring

- 👍 Hourly, with or without a fee cap
- 👍 Fee based on a percentage of the total construction budget, usually between 7% and 10% depending on the complexity of the project
- 👍 Lump sum fee based on a scope of services
- 👍 Allowance compensation

Procurement Methods for Design Services

- 👍 Qualifications Based Selection / Fee Negotiated Based on Scope of Work or Percentage of Construction Cost (Preferred by design professionals over RFP. Costly and time consuming.)
- 👍 Fee Based Selection: Request for Proposals (RFP) / Defined Scope of Work / Fee Proposal (Least favorable method because there are usually too many unknowns for the design professional to provide a fair and adequate fee. Costly and time consuming method and may be illegal in your state due to competitive negotiation based on qualifications based selection.)
- 👍 Direct Negotiation with the consultant for a scope of work (OK method if the

architect or engineer is qualified to perform the work to be done. Least costly and time consuming but owner should request and check qualifications and references.)

Resources

- 👉 American Institute of Architects, Washington, DC (local, state and national): <www.aia.org>
- 👉 Design Build Institute of America, Washington, DC: <www.dbia.org>
- 👉 *Profile: The Architects Sourcebook*, published by Construction Market Data (CMD): <www.cmdg.com/profile>
- 👉 Building Product Information via *Sweet's Directory* (McGraw - Hill Construction Information Group <www.mcgraw-hill.com>) <www.sweets.com>
- 👉 F.W. Dodge - *Dodge Report*, a division of McGraw - Hill, national network of publications of current construction projects and plan rooms used by contractors and sub-contractors to review plans for bid submittals. <www.fwdodge.construction.com> and <www.construction.com>
- 👉 There are many local and regional construction publications similar to *Dodge Report*

Project Delivery Systems

Planning and Building an Animal Shelter

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All Methodologies Require

\$ Well defined need

\$ Planning

\$ Financing

\$ A designer

\$ A builder

\$ Some manner of control

Design - Bid - Build

- Standard or traditional delivery method where the owner selects an architect; the architect prepares documents; the documents are bid out usually to general contractors; the contract is awarded to the lowest responsible bidder.

With the Design-Bid-Build method the architect designs the project to the owner's budget and needs and the contractor builds the plans according to the plans using the fastest and most efficient methods.

- Pros
 - High comfort level
 - Suitable for competitive bidding
 - Built-in system of checks and balances
 - Established body of legal precedent
 - Insurance and bonding programs are well defined.
- Cons
 - Responsibility is too diffuse with contractor, architect and others having different agendas
 - Owner acts as traffic cop
 - Owner has exposure to contractor for adequacy of design
 - Project delivery may be slow
 - Cost savings are not always realized.

Design - Build

- Design-Build is a system of contracting under which one entity performs both architecture/engineering and construction under one single contract. Use of this method is relatively new to public and not-for-profit sector owners but not to the industry as it is employed regularly in the commercial and private sectors.
- Pros
 - Single source of responsibility
 - Time savings through financing and savings
 - Creative design solutions due to collective effort
 - Owner is freed of responsibility for coordination

Owner avoids adversarial web of architect and contractor
Costs savings through value engineering and/or feasibility studies
Reduction of change orders.

- Cons

Unfamiliar with roles and responsibilities
Institutional barriers: procurement and licensing
Owner=s loss of control
Less creative design due to cost control
Elimination of checks and balances
Insurance industry still developing necessary products.

- Design - Build Supervision

Contractor Led: This is the most common form and provides a single source of responsibility where the contractor is responsible for cost control and often leads the design effort. The design process is sometimes subservient to the budget to the point where the architect may not have his or her heart into the effort.

Architect Led: Provides a single source of responsibility where the architect leads the design effort and is responsible for cost control. The architect assumes greater risk for project costs and the contractor can still Ablame@ the design (architect) for cost overruns.

Construction Management

- Types

Construction Management(Pure CM): With this method, a Construction Manager is hired to serve as an agent of the owner. The architect is hired by the owner to provide design services. The owner contracts directly with the trade contractors during construction of the project.

Construction Management(Modified): With the modified method the owner hires both the architect to provide design and a CM. However, the CM and not the owner is the entity that hires the trade contractors during construction.

- Pros

Preconstruction involvement may provide constructability review, cost savings and scheduling advantages
Work can still be bid competitively among trade (often called sub) contractors

Cons

Pure CM places too much risk and burden on the owner
Modified CM is not fundamentally different form Design-Bid-Build

Partnering

Partnering is a method of project delivery that requires the owner to enter into contracts with the architect and contractor at about the same time. All three entities work together to establish the most cost effective project. This method endeavors to eliminate adversarial relationships. The owner should be very knowledgeable about the design and construction process.

- Pros
 - Project is team effort and all parties know design and cost goals
- Cons
 - The owner is on an equal level at the architect and contractor in lieu of using them as experts

Procurement Methods

Strategic Alliance/Sole Source: This method is normally driven by a short deadline and an immediate need for expertise. The owner contracts without competition with designer, contractor, design/build firm or a construction manager. In the private sector there are few restrictions but governments are subject to constraints via public law. Control is determined by specifics.

Qualifications Based Selection: Normal procedure for government for design services where the owner requests qualifications for a defined project. Short lists are created and negotiation occurs for reasonable price. For design/build, it may involve a best value. Control is determined by specifics.

Best Value Procurement (RFP): Method used for design/build where owner provides some level of criteria. Selection is based on qualifications, technical expertise, project management and cost. Procurement is negotiated and money is normally left on the table.

Low Bid (IFB): This traditional method of facility acquisition is where the owner procures the final design and invites bids. Awards are to the bidder having the lowest cost offered and usually the designer oversees construction for the owner.

BASIC MANAGEMENT OF ANIMAL HOUSING AREAS

The design of the animal shelter and how the agency manages the animals being cared for is critical to the overall operation and efficiency of the agency. For instance, without the ability to separate animals within the facility, a disease prevention plan and adoption plan is almost impossible to develop. One of the basic goals should be to reduce stress and disease transmission. Separation of the animals in the care of the facility in the following manner is critical:

- Dogs from cats
- Infectious from healthy animals.
- Aggressive animals from all others
- Nursing mothers and their young from all others
- Newly arrived owner relinquished and stray from adoptable animals
- Recently recovered or mildly ill animals from seriously ill, infectious animals
- Animals with respiratory illness separate from those with skin (such as ringworm) or gastrointestinal illness.

In order for the isolation and separation concept to work, it must be strictly adhered to. Some organizations make the mistake of not using space as it is designed and designated.

The quality and design of animal housing is one of the most important aspects of preventative health care and disease control. Unfortunately animals in a shelter environment will experience some level of stress.

Shelter animals must be housed in a way that minimizes stress, provides for their special needs, affords protection from the elements, provides adequate ventilation, and minimizes the spread of disease and parasites.

Animals that are stressed or recuperating from injuries or illness must have a quiet place to rest during their recovery period. If kept awake, stressed, or forced to be on guard because of close proximity to barking dogs, their recovery period may be lengthened or otherwise compromised.

The isolation and separation concept of managing the population provides the staff with the space flexibility they need, protects the public from potential bites, insures a healthier environment for the animals, and protects the agency from unnecessary liability issues. It also allows staff to make better euthanasia decisions, and allow the agency to present adoptable animals to the public instead of every animal without regard of its adoptability. Even the smallest shelters can provide isolation and separation if the shelter is designed correctly. The isolation and separation concept works as follows (flow charts follow at the end of this section):

Evaluation at intake

There needs to be a place where all incoming animals are triaged. It should be a priority to do health examinations the day the animal comes in. After the staff examines an animal, he will be housed in healthy hold, quarantine, isolation or euthanized depending on the outcome of his exam. There need not be a great deal of holding space in the intake evaluation as staff should be available to perform exams promptly and move the animal to it's more permanent housing.

Healthy hold

Only healthy dogs and cats that arrive at the shelter should be placed in these areas, with the exception of bite case animals. There should be approximately twice the number of kennels/cages for healthy hold than for adoptions. Where does this figure come from?

If healthy and possibly adoptable, the animal should be held in healthy hold. The healthy hold area allows the animal time to acclimate to the shelter and time for the staff to observe and evaluate the animal. The only exception may be for animals that are surrendered by their owners and are adoptable, healthy, current on vaccinations, and preferably altered. These animals may immediately be moved to adoptions. If your shelter conducts behavior evaluations then it is recommended that animals remain in healthy hold or off-view until the evaluation is complete. Although this exception can be made for dogs as well, it is preferable for cats because they do not generally need the waiting period for a full temperament evaluation like dogs do.

Once an animal had been held in healthy hold, evaluated and determined healthy and adoptable, he is then moved from the healthy hold area to the adoption area. If there is no room in adoptions, the decision to euthanize that animal or an animal in adoptions to make room must be made. Many shelters that are effective in managing their animal populations will also place stray animals up for adoption while still in their stray period. While the animal must remain at the shelter for the entire stray hold, by allowing the animal the opportunity for people to apply for adoption, the animal can be adopted as soon as the stray hold is complete thereby making space for other animals.

If stray, healthy, and determined unadoptable, the animal should be held in healthy hold for the stray hold period and then euthanized. If owner surrendered, healthy, and determined unadoptable, the animal would be euthanized immediately after intake.

Daily evaluations should be performed on the animals in healthy hold in order to choose which healthy, adoptable animals to move into the adoption area.

Adoptions

Animals should be housed in adoptions after they have been vaccinated, evaluated for behavior and health and have been deemed a candidate for adoption. The adoption areas should be the only areas the public have access to without staff escort. There should be approximately half the numbers of adoption kennels/cages as there are healthy hold kennels/cages this will allow the agency to provide more behind the scenes holding and separation of animals.

Daily evaluations should be performed on animals already in the adoption area, and those that are no longer considered good candidates for adoption should be euthanized. In order to avoid “warehousing” animals, this evaluation process needs to be performed daily (sometimes multiple times a day) and consistently.

Quarantine

If a healthy, stray animal coming in through the triage process is being held for biting/rabies observation, the animal should be housed in quarantine for the rabies hold period. This animal can then be euthanized or evaluated for adoption, depending on the circumstance of the bite.

If the animal is owner surrendered and determined to be aggressive or unpredictable, but has not bitten, he can be euthanized. If he is a stray and determined to be aggressive or unpredictable, but has not bitten, he should be held in quarantine (to limit staff contact) for the stray hold period.

If the quarantine area is full and the animal is not sick, he can be held in the healthy hold area until the stray period is complete, where only the staff has access.

Sick bite case or sick aggressive animals should be housed in isolation.

Dog kennels with guillotine doors limits staff handling of dogs in quarantine housing. Quarantined cats should be housed in special cages that limit staff from having to handle them. With these cages, staff can move the cats to one side in order to clean the other side, similar to the guillotine doors for the dog kennels. Agencies can also utilize specially designed “feral cat boxes” placed in regular cat cages very effectively as well.

No matter what room bite case or aggressive animals are housed in, their kennels/cages should be locked at all times and the animals should remain in the same kennel or cage for the duration of their stay. These kennels/cages should be clearly marked “QUARANTINE” or “AGGRESSIVE.” The public should not be allowed in these areas unescorted. The number of quarantine kennels/cages designated should be based on the typical number of animals needing to be quarantined.

Isolation

Only animals that arrive sick/infectious or become sick while at the shelter should be housed in these areas. The public should not have access to these areas without staff escort. The number of kennels/cages will depend on the agency’s resources and desire to treat sick animals.

In order to keep the general population healthy, the following animals should be housed in the isolation area thereby minimizing the spread of disease and sickness:

- A stray, sick/infectious animal that is brought in and needs to be held for the stray hold period
- A dog or cat that got sick during his stay at the shelter
- A sick animal that is surrendered by his owner

Animals in the last two categories should be kept only if the agency feels they have the staff and budget to attempt treatment. The agency needs to determine if its infrastructure can support the treatment of animals for illnesses such as URI or kennel cough. There will be many animals that come in sick and will have to be treated for their stray period, but the agency needs to decide if it has the luxury of treating animals beyond their stray period.

Please note that euthanasia recommendations are made based on the assumption that there is no foster program or behavioral modification program in place.

In order for the isolation and separation concept to work, it must be strictly adhered to. Some organizations make the mistake of bending the rules by not using space as it is designated. There may be times when the healthy hold kennels/cages are full and instead of making a decision to euthanize an animal that has been at the facility, to make room, some agencies will house healthy and sick animals together. This negates the entire reasoning and benefits that result from the isolation and separation concept by exposing healthy animals to sick ones.

Proper Use of the Guillotine Door

The Problem:

Many dog runs are designed with a guillotine door; usually this door divides the run in half. All too often the inappropriate use of this door creates many problems for the agency. The guillotine doors are to facilitate cleaning and were never designed to be permanently shut. The policy of housing a dog on either side of the guillotine door (effectively turning 10 runs into 20) is not how most agencies were designed and when the agency houses dogs on either side in this manner it is impossible to properly clean the facility resulting in disease outbreaks, too many animals for the staff to adequately care for and an environment that is not conducive to encouraging the public to adopt. In fact this practice is the beginning of the majority of problems we see in shelters around the country.

The Cleaning Process with the Door Down:

One at a time, each dog is taken out of his kennel and tethered to the fencing while his kennel is being cleaned; however, tethering each dog to the same area facilitates the spread of disease. Each run, one-by-one is hosed down, disinfectant applied, scrubbed, let sit 10 minutes (all disinfectants need a minimum of 10 minutes contact time to be effective, any less is a false sense of economy), and then rinsed. To conclude the process, the kennel is squeegeed dry and the dog returned. This is a one by one process – or possibly 4-5 dogs at a time if you have a strong volunteer program (HSUS Volunteer Manual) with volunteers walking 5 dogs at time.

Cleaning Process Using the Guillotine Door Properly

First, the agency must decide to only house one dog or at the maximum two compatible dogs per run. If matching two dogs that did not come in together follow these guidelines (same sex, same size, not aggressive to animals or people, compatible). So, if you have 10 runs and you (by closing the guillotine door created 20 runs each holding 1 dog) by making this change you still have the ability to house the same number of dogs – you just have to take a bit more time in matching up the animals.

Proper animal management will allow any agency to discontinue housing dogs on both sides of a kennel. One or two compatible dogs should be housed in each kennel and the guillotine door should be kept open, except for cleaning. This will speed up the cleaning process tremendously. It is important to note that the dog kennels should not be cleaned one by one, but rather all the dogs in a section should be moved to one side of their kennels so the empty side can be cleaned as a whole in order to expedite cleaning of that section.

The time you save in cleaning and the result of healthier and happier dogs will be worth it. By making this change you achieve the following:

- Quieter kennels
- Easier to clean
- Dogs stay cleaner
- Healthier animals
- Public less intimidated by 'too many' dogs
- Instead of waiting for the 10 minutes for the disinfectant to work for each run, the staff by cleaning one whole side of the kennels at once – now you can wait one period of time with the disinfectant working on all kennels which will result in better use of staff time for clean-up.

How to Make the Switch?

Many agencies understand the rational of using the guillotine doors properly, but are concerned about the perception that by not housing animals on both side of the door that the agency will hold fewer animals and be criticized for reducing the population. Here are some tips for making the switch:

Staff

Do not attempt to actually make the change in operation until you have done the following:

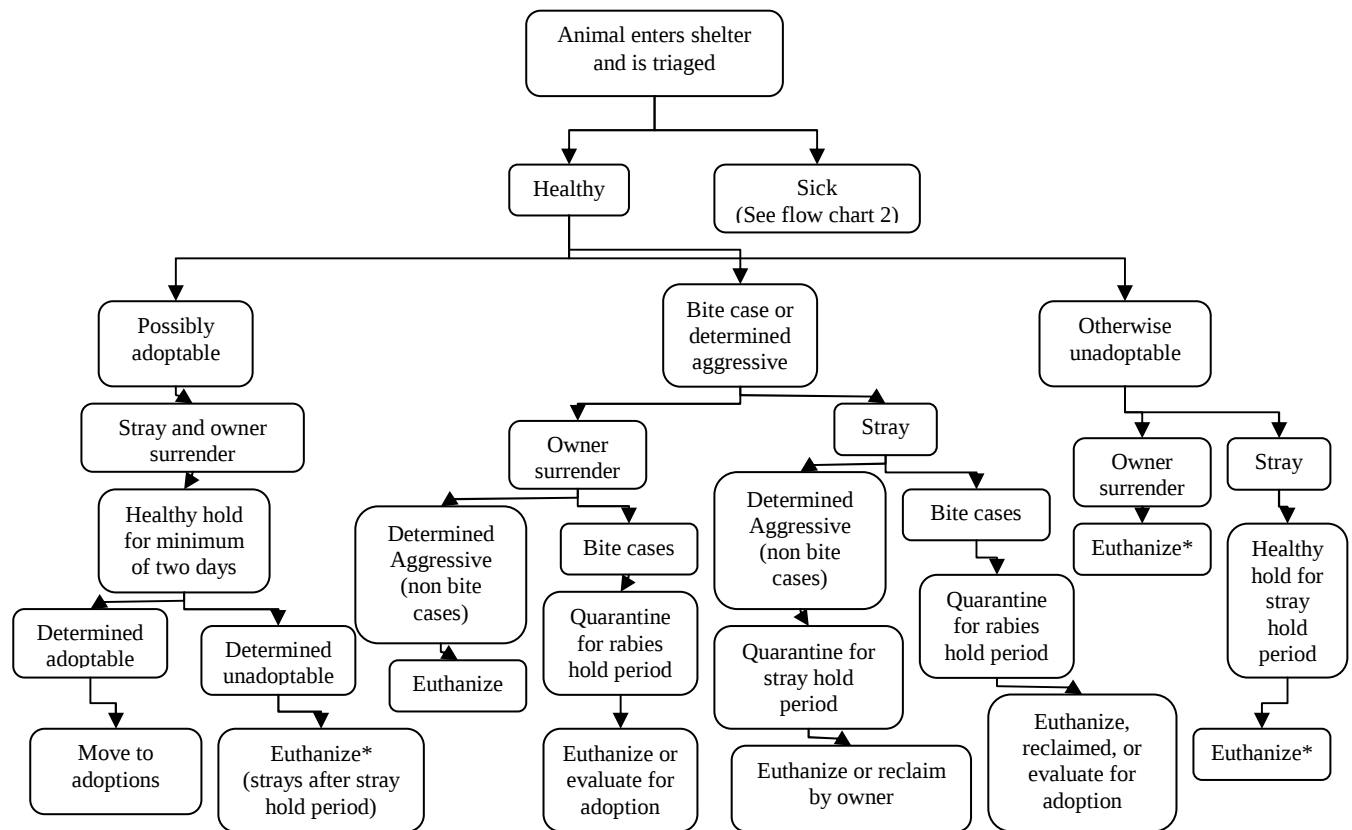
- Sit down with staff and discuss the concept, walk through the benefits of improved cleaning and animal health. Be sure to present this as a discussion, not an edict. Provide time for staff to ask questions and assist with brainstorming how this will affect their work.
- Once the staff is onboard with the why and the how, then sit down with the board of directors or any oversight department and obtain their approval.
- Then make sure you have presented the why, the how to any person in the community that may not understand this and might react in a negative manner.

Will We Hold Fewer Animals?

This is a valid concern however as long as you match compatible animals together (two to a run) then you are holding the same number of animals. There may be situations where you hold a few less animals, but when you consider the disease concerns compound with more animals the results of holding a few less animals actually improves the likelihood that you will place more as they will stay healthier and the community trusts that they will receive a healthy animal.

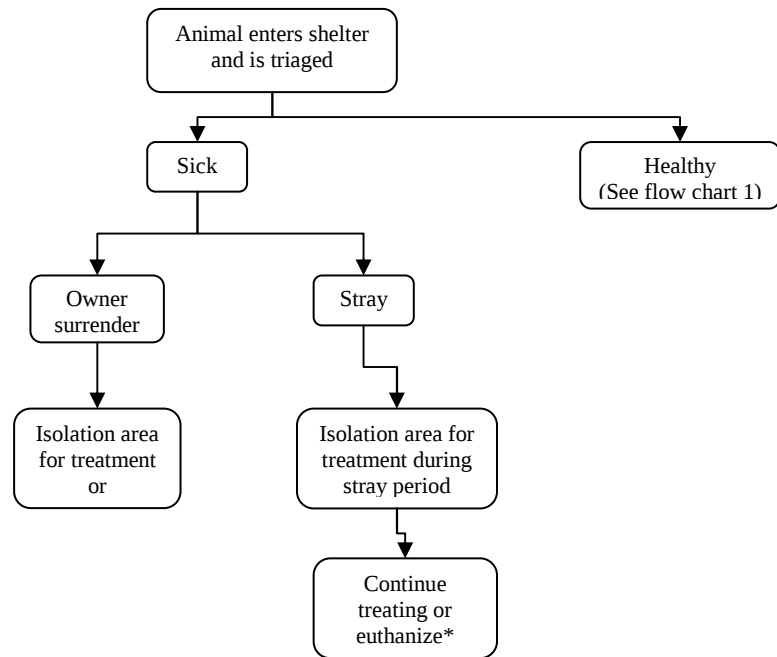
When Do We Make the Change?

Once the agency is ready to raise the guillotine doors – the timing is very important. The agency should find a time when the population is low (do not euthanize to reach this, unless the animals were scheduled for other reasons), move the animals in sections making the matches (temperament) as you go to find the dogs that are compatible with each other. You must clean each run before moving animals to ensure you are not spreading disease. Your facility must be dealing with healthy animals only and be prepared to move any unhealthy animal to the isolation section of the facility, or make the decision for euthanasia if the agency does not have the budget or staff to properly treat the sick animals.



Isolation/Separation Flow Chart 1

*Assumes no foster or behavior modification programs are in place



Isolation/Separation Flow Chart 2

*Assumes no foster or behavior modification programs are in place

ANIMAL CARE AND CONTROL

OPTIONS FOR PROVIDING COMPASSIONATE
CARE AND SHELTER SERVICES IN THE CITY OF
ELOY

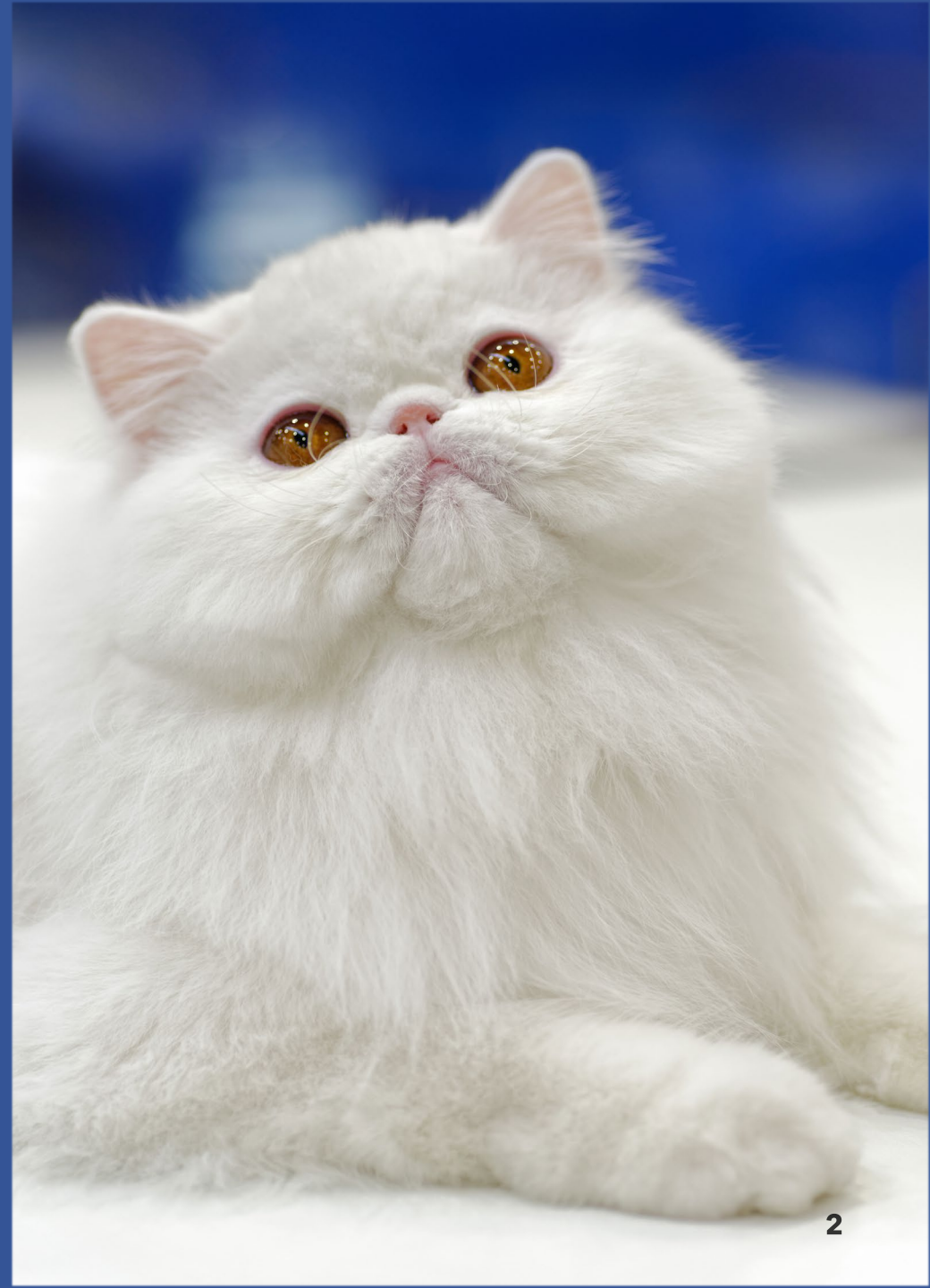
City Council Work Session

March 20, 2023



Problem

- Since Pinal County Animal Care and Control (PCAC) began providing animal control services, periodic complaints concerning service delivery continue within the Eloy community.
- Issues with service delivery are often posted by community members on various social media accounts. (Annex C)



Assumptions



- Service Delivery Complaints are unfortunate, and likely to occur regardless of what model of service delivery the City uses to provide animal care and control services
- Any change to the service delivery model such as employing City animal control officer(s) and running a City shelter will cost more money than the current IGA
- Hiring City-employed animal control officers will give the City greater control over how service is delivered and how resources are allocated
- The City of Eloy will face the same challenges as other communities hiring and retaining qualified individuals for these positions
- Challenges to employee hiring and retention will be exacerbated by the tight labor market
- The number of stray animals captured is likely to increase with the use of City-employed animal control officers

Facts

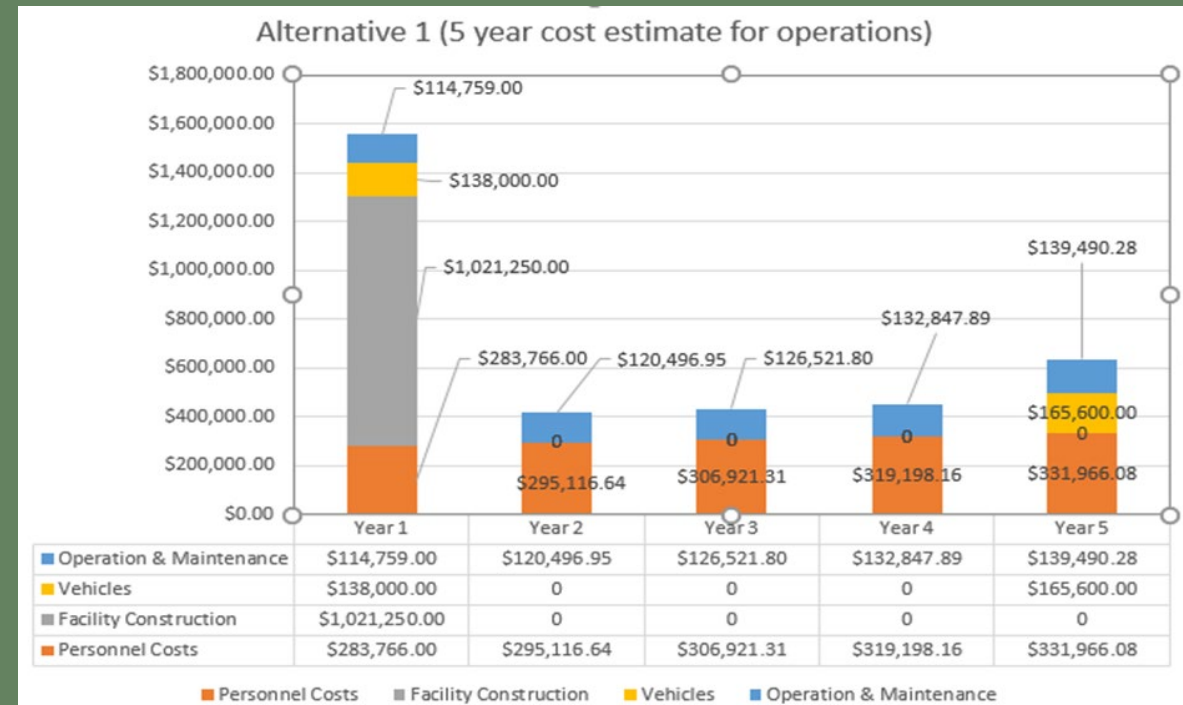
- \$75,000 / yr. for the IGA with Pinal County Animal Care and Control
- PCAC provides one (1) full-time animal control officer dedicated to providing service within the City limits of Eloy
- The stray animal population in Eloy is disproportionately higher than the stray animal population of surrounding communities.
- The City owns an existing animal control shelter at 3010 W. Houser Rd., which sits on 1.95 acres of land and is approximately 1,400 square feet.
 - Current conditions at the facility are not adequate to house animals.
 - The 12-kennel facility is insufficient to run a “no-kill” type of shelter operation.
- Although the IGA with Pinal County Animal Care and Control calls for a dedicated animal control officer to the City limits of Eloy, that does not translate to 40 hours of service per week





Alternative 1

Utilize City-employed Animal Control Officer(s)
and operate a City-owned Animal Shelter



Pros

- Bringing Animal Care and Control responsibilities in-house (city-employed staff, city owned and operated animal shelter) provides complete local control over service delivery, resource allocation, enforcement priorities, scheduling, and complaint resolution
- Constructing a new animal shelter, or renovating the current shelter to meet best practices, industry standards, and provide sufficient space to house animals is an opportunity to provide improved levels of service to the community and improved care to stray animals



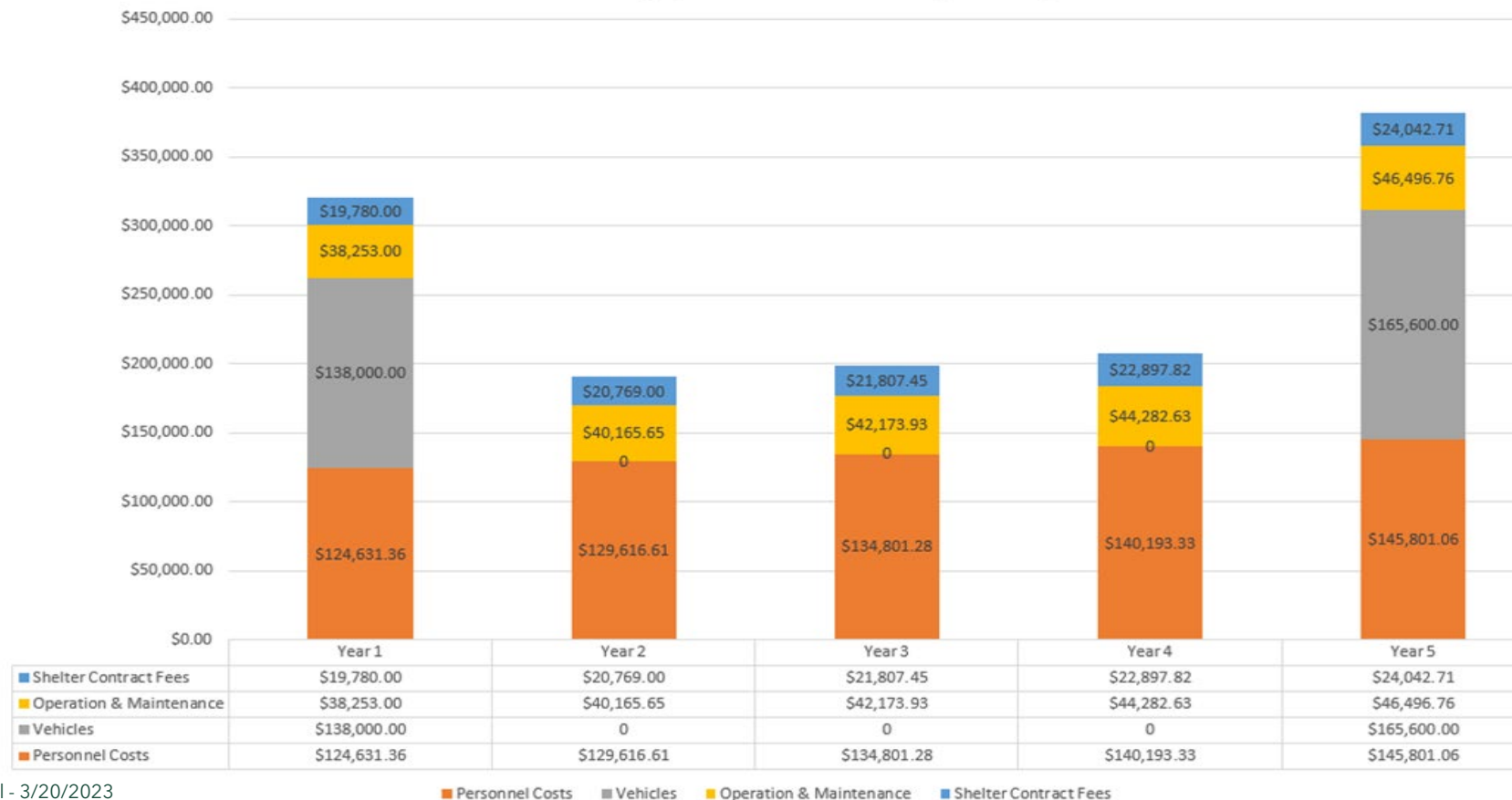
Cons

- Fiscal impact is significant. A newly constructed animal shelter large enough to adopt a no-kill policy for animals is estimated to cost over one million dollars
- The existing animal control shelter's size is insufficient to adopt a no-kill policy and animals will need to be euthanized to make space when the shelter is at capacity
- Personnel needs are greater to run an animal shelter. As an example, Pinal County provides one animal control officer, but has a staff of 35 to run their animal shelter. Minimum staff of six recommended to operate a city-run animal control enforcement and shelter program
- Startup costs are expensive including equipment, vehicle(s), personnel, and construction
- Historically tight labor market may present challenges to hiring and retaining qualified individuals for these positions

Alternative 2

Utilize City-employed Animal Control Officers and Contract for Shelter Services with Pinal County Animal Care and Control

Alternative 2 (5 year cost estimate for operations)



Pros

- Utilizing City-employed animal control officers provides for complete, local control of service delivery, personnel resource allocation, scheduling, enforcement priorities, and complaint resolution
- Fiscal impact is significantly less by exercising this option than the fiscal impact in Alternative 1 while still maintaining a significant amount of local control
- This option requires fewer personnel to implement; we recommend at least two animal control officers, one of whom is a supervisor, if this option is exercised
- Allows the City to continue a no-kill program by contracting with Pinal County Animal Care and Control for animal shelter services



Cons

- Contract may need to be renegotiated and it is unknown if the fee schedule will change in the event the City notifies Pinal County of its intent to utilize City-employed animal control officers instead of County animal control officers
- This option assumes Pinal County and Eloy are able to come to an agreement for contract animal shelter services
- City of Eloy does not control hours of operation for the Animal Control Shelter, residents will have access to shelter services only during Pinal County's normal operating hours
- Historically tight labor market may present challenges to hiring and retaining qualified individuals for these positions

Alternative 3

Status Quo

Status quo would mean the City chooses to continue and upon expiration, renew the existing contract for Animal Care and Control Services with Pinal County. Status quo may also include a decision to renegotiate the existing contract to provide additional services (e.g. additional animal control officer(s), etc.).

The current fiscal impact to the City of Eloy's budget for Animal Care and Control Services with Pinal County is \$75,000.00.

The monthly staffing fee (one animal control officer) is the only fixed cost associated with the agreement. The fiscal impact of the animal control officer is \$4,200 per month, and \$50,400 annually.





Pros

- This option is the most cost effective for providing animal control services in Eloy
- Pinal County Animal Care and Control operates a no-kill shelter, which was one of the driving forces behind the decision to switch from city provided animal control services that euthanized significant numbers of animals
- Using Pinal County Animal Care and Control is a force-multiplier. Animal control enforcement services (field services) require fewer personnel. Running an animal control shelter requires more staff at a significant expense. This agreement gives the City access to both in a cost-effective manner

Cons

- Public dissatisfaction may make this an untenable solution
- Politically this may be an untenable solution
- The City has little, if any, control over resource allocation, scheduling, staffing, enforcement priorities, hours of operation, etc.

Possible Solutions

Alternative 1

- Utilize City-employed Animal Control Officers and operate a City-owned Animal Shelter
- Provides full-time, city-employed staff for animal control enforcement and animal shelter services.

Alternative 2

- Utilize City-employed Animal Control Officers and Contract for Shelter Services with Pinal County Animal Care and Control
- Provides full-time, city employed animal control officers for field services and gives local control to scheduling, enforcement priorities, resource allocation, etc., while utilizing Pinal County Animal Care and Control's no-kill shelter for a fee.

Alternative 3

- Status Quo – continue contract with Pinal County Animal Care and Control, or renegotiate existing contract to provide increased services (e.g. additional animal control officer)
- Maintains and continues existing services, with the option to negotiate additional services for additional costs