

VILLAGE OF MT. AUBURN

ORDINANCE NO. 12

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH CHRISTIAN COUNTY, ILLINOIS, THE
VILLAGE OF MT. AUBURN, ILLINOIS AND MICHAEL STATEN

ADOPTED BY THE
BOARD OF TRUSTEES
OF THE
VILLAGE OF MT. AUBURN
THIS 4TH DAY OF JUNE, 1990

PUBLISHED IN PAMPHLET FORM BY AUTHORITY
OF THE BOARD OF TRUSTEES OF THE VILLAGE OF
MT. AUBURN, CHRISTIAN COUNTY, ILLINOIS,
THIS 4TH DAY OF JUNE, 1990

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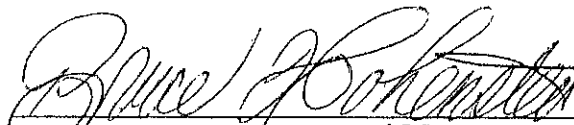
NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF
TRUSTEES OF THE VILLAGE OF MT. AUBURN, ILLINOIS:

Section 1: That the President and Board of Trustees hereby
ratify, confirm, authorize and direct the execution of an Agreement
between Christian County, Illinois and the Village of Mt. Auburn,
Illinois and Michael Staten (Animal Control Warden), a copy of said
Agreement being attached hereto and incorporated herein by
reference, by the Village President on behalf of the Village of Mt.
Auburn.

Section 2: That if any section, clause, provision or portion
of this Ordinance shall be held to be invalid or unconstitutional by
any court of competent jurisdiction, such holding shall not affect
or otherwise impair any other section, clause, provision or portion
of this Ordinance which is not, in or of itself, invalid or
unconstitutional.

Section 3: This Ordinance shall be in full force and effect
from and after its passage, approval and publication in pamphlet
form as provided by law.

ON MOTION DULY MADE AND SECONDED and pursuant to roll call
vote, the Ordinance was passed, approved and adopted this 4th day of
June, 1990.


BRUCE HOHENSTEIN, Village
President of the Village of
Mt. Auburn, Illinois

ATTEST:

BRENDA M. COPENBARGER
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

FILED IN THE OFFICE OF THE VILLAGE CLERK, VILLAGE OF MT. AUBURN,
ON THE 4TH DAY OF JUNE, 1990.

CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF CHRISTIAN)

I, BRENDA M. COPENBARGER, certify that I am the duly elected and acting Village Clerk of the Village of Mt. Auburn, Christian County, Illinois.

I further certify that on June 4, 1990, the Board of Trustees of said Village passed and approved Ordinance No. 12, entitled "An Ordinance Authorizing the Execution of an Agreement with Christian County, Illinois, the Village of Mt. Auburn, Illinois and Michael Staten" which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 12, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on June 13, 1990, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the Office of the Village Clerk.

DATED at Mt. Auburn, Illinois, this 24th day of June, 1990.

BRENDA M. COPENBARGER
Village Clerk

(Seal)

THIS AGREEMENT is made effective _____, 1990, by and between the COUNTY OF CHRISTIAN, ILLINOIS (hereinafter referred to as "County"), the VILLAGE OF MT. AUBURN, ILLINOIS (hereinafter referred to as "Village"), and MICHAEL STATEN (hereinafter referred to as "Animal Control Warden"), WITNESSETH AS FOLLOWS:

IN CONSIDERATION of the terms and conditions set forth herein, the receipt and adequacy of such consideration being hereby acknowledged by the parties, the parties agree as follows:

1. County shall provide and maintain, at the county's sole expense, for the non-exclusive use of the Village, its State of Illinois licensed and approved animal control facility now located on South Houston Street in Taylorville, Christian County, Illinois, for the care and disposition of animals, including dogs, where animals may be received, claimed, disposed of, and/or adopted.
2. The Animal Control Warden shall:
 - (a) provide an average of 8 hours of service each month within the Village corporate limits (excluding dog bite cases) during the terms of this Agreement of animal control work within the Village, which work shall include, but not be limited to, the surveillance for and the picking up and delivery to said County animal control facility for impoundment and subsequent disposition, any and all stray, sick, and injured animals and animals which have bitten anyone. The specific hours of service shall be scheduled by mutual agreement between the Village and Animal Control Warden; and,
 - (b) shall respond to and service, without any limitation of hours, any dog bite cases; and,
 - (c) provide his own equipment and tranquilizer gun to properly service this agreement.
3. The Animal Control Warden shall provide his own motor vehicle to service this Agreement and he shall assume and be solely responsible for any damage to said motor vehicle and for any and all claims or liability for personal injuries, death or property damage cauded by use of said motor vehicle; and he shall hold harmless and indemnify the Village for and against such claims or liabilities, including the Village's reasonable attorney fees.

The Animal Control Warden shall maintain, at his sole expense, suitable and adequate motor vehicle insurance to protect himself and the Village against such claims and/or liability, and shall continually provide to the Village a Certificate of Insurance evidencing such coverage which insurance shall also include the Village as an additional named insured.

4. In consideration for the service and use of said animal control facility, the Village shall pay the Animal Control Warden a monthly salary based on \$50.00 per month, payable on the last day of the month for which services are rendered during the period of this Agreement. The Village shall deduct from such salary any amounts due for State or Federal taxes. The Village shall further pay the Animal Control Warden mileage in the sum of 25 cents per mile of travel to and from the Village, not to exceed 25 miles per trip, plus 25 cents per mile of travel within the Village limits; and further, such amount due shall be subject to further reduction based on the proration amongst any other municipalities who sign Agreements similar to this one; provided, however, no mileage payments shall be due for any situation or work involved where an animal has bitten someone. The Animal Control Warden will issue any tickets or ordinance complaint violations under the Village's Ordinances upon request of the Village, and the Animal Control Warden will appear and testify, if necessary, in the prosecution of such cases, free of any additional charge to the Village.
5. The County shall keep any and all boarding fees collected from the owners of any animals kept at the County's animal control facility, The Village shall receive all funds resulting from fines and costs relating to violation of the Village Ordinance.
6. The Village shall not be responsible for any other fees or charges imposed by the County or the Animal Control Warden.
7. The County agrees not to release any animal delivered to said animal control facility from the Village unless the County or its Animal Control Warden has verified that such animal has received all necessary rabies vaccinations, and has otherwise complied with the Village's Animal Ordinances.
8. The Village will provide worker's compensation Insurance for the Animal Control Warden for the times that he is servicing the Village pursuant to this Agreement, and the Village shall further provide liability insurance, excluding motor vehicle coverage, for any claims or liabilities which may incur by reason of the Animal Control Warden's servicing the Village pursuant to this Agreement.
9. The period of this Agreement shall be for one year from and after the effective date of this Agreement, provided, however, that any party hereto may terminate this Agreement earlier upon thirty (30) days written notice to all parties.

IN WITNESS WHEREOF, the parties hereto have duly signed this Agreement to be made effective on the date first mentioned above, all pursuant to legal authority.

"COUNTY"

COUNTY OF CHRISTIAN, ILLINOIS

BY Bill Williamson
BILL WILLIAMSON,
COUNTY CHAIRMAN

ATTEST:

Ronald D. Finley
CHARLES HALL, COUNTY CLERK

"VILLAGE"

VILLAGE OF _____, ILLINOIS

BY Gene Koster
MAYOR

ATTEST

Brenda McQuinn
VILLAGE CLERK

"ANIMAL CONTROL WARDEN"

Michael Staten
MICHAEL STATEN