

VILLAGE OF BELLFLOWER
McLEAN COUNTY, ILLINOIS

BOARD OF TRUSTEES
MINUTES
JULY 9, 2025

CALL TO ORDER

President Allen Grussing called the meeting to order at 7:02 p.m. in the village office located at the Bellflower Community Center, 104 W Center Street, Bellflower.

The Meeting Notice and Agenda (copy attached) was posted on the Bellflower Community Center exterior bulletin board on July 7, 2025, at 1:30 p.m.

BOARD ATTENDANCE

Present: President Allen Grussing; Trustees Bart Lytel, Steve Weiss, and Shane Zimmerman

Absent: Trustees Skee Aldrich, Teresa Drinkwater and Beth Ellis

Four of seven board members were present, which formed a quorum.

VILLAGE OFFICIALS PRESENT – Clerk Herb Youngblood

PUBLIC ATTENDANCE – Pamela Brosh, Rob Brown, Paul Luther

Because only three trustees were present, President Grussing will vote on all action items.

PUBLIC COMMENT

Pamela Brosh – reported that she is continuing to have problems with her neighbor Marion Shelton. Asked for confirmation that the yard area, adjoining the street on the east and north side of her property, is owned and maintained by her, but the village has a right-of-way to access and use the area for village services such as utilities. Confirmed. Marion mows over the right-of-way at the front of her house, damaging yard fixtures and pollinator-friendly plants. This is a problem between the two homeowners. Contact the police.

Rob Brown – asked for status of the fiber optic installation permit. The village attorney is reviewing.

CONSENT AGENDA

a. Approve minutes of the regular meeting held on June 11, 2025.

b. Approve expenditures during the period of June 12, 2025, through July 9, 2025.

MOTION by Trustee Lytel to approve the foregoing consent agenda items. Second by Trustee Weiss. Voice vote: 4 yes; -0- no. Motion passed.

POLICE ACTIVITIES

June 2025 – 3 traffic citations; 1 domestic call.

UNFINISHED BUSINESS

a. Community Center

- 1) Install electric outlet on conference room south wall – pending decision on what will be purchased to use with outlet.
- 2) Install exterior lights at generator and band room door – COMPLETE.
- 3) Install padlocks on generator and gate – COMPLETE.
- 4) Prioritize areas for tuckpointing – President Grussing will take pictures and review with the vendor to determine immediate needs.
- 5) Remediate boys' locker room water seepage – COMPLETE.

- 6) Paint exterior doors on building south side – supplies purchased; need cooler weather.
- b. Don Harden Field
 - 1) Paint restroom doors and picnic tables– supplies purchased; need cooler weather.
 - 2) Repair ballfield light not working – needs a new ballast, which may be available from Blue Ridge High School due to their field lighting upgrades.
 - 3) Repair light pole conduit wiring – once b(2) is ready, Bob Althouse will rent a lift and work on b(2) and b(3).
 - 4) Replace home plate – pending determination of what is needed after season ends.
 - 5) Village Garage roof repair – pending review by Trustee Zimmerman.
- c. Financial (Senator Turner grant) – preparing first reimbursement request.
- d. Fourth of July –service plaque for Lloyd Power’s years of lighting the fireworks – COMPLETE.
- e. Emergency storm siren remote activation – on site yesterday but left due to rain.
- f. Streets
 - 1) Grind stump at 105 N Main St (Hensley) – COMPLETE.
 - 2) Hydro-jetting stormwater drains – Rob Brown offered to do this at no cost; let him know what is needed.
 - 3) MFT street sign replacement – pending IDOT approval of FY25-26 MFT plan.
 - 4) MFT gravel for rights-of-way and alleys – COMPLETE.
- g. Water system
 - 1) Repair sinkhole at Feed Mill flushing hydrant – COMPLETE.
 - 2) Install bollards at Feed Mill flushing hydrant – Casey Mayfield notified.
 - 3) Install fencing/bollards at water tower – pending new building plans.
 - 4) Tuckpoint tower pump house – COMPLETE; building needs repainting.
 - 5) Replace well #3 – IRWA agreed this should be done. Reviewing engineers.

NEW BUSINESS

- a. Action
 - 1) MOTION by Trustee Zimmerman to approve Resolution R2025-03 “MFT Program for FY25-26” (copy attached). Second by Trustee Lytel. Roll call vote: Yes-Trustees Lytel, Weiss, Zimmerman, and President Grussing. Absent-Trustees Aldrich, Drinkwater, and Ellis. Vote summary: Yes (4), No (-0-), Absent (3). Motion passed.
 - 2) Sell surplus equipment – no bids received.
 - 3) Sell surplus property located at 201 W South St – no bids received.
- b. Discussion
 - c. McLean County Animal Services – McLean County Mayors Association has been trying to get clarification on the rules for using the facility. Contract is needed, and it applies only to dogs, no cats. If an animal is brought in, per diem boarding charges will occur. With a contract, you pay only if you call them for service.
 - d. Use of Shorty Lykins Park – Lions Club and Historical Society have discussed using the park for a movie night. The security light on the north Library side, summer darkness not until about 9 p.m., and mosquitoes prevent this from being a good solution. Instead, the Lions Club will work on planning a movie night to be held in the Community Center gym, with no rental charge, shades can darken the gym, and the concession stand will be available.

BOARD REPORTS

President Grussing

- July 4th – when picking up the ice cream, a Schnucks associate suggested opening a corporate account which would store our tax-exempt status. Board approved.

- Engineer – surveyed Mayors Association members:
 - Farnsworth has been used for many years, but personnel changes at Farnsworth have resulted in a much lower quality of service. For the same reason, at least two McLean County towns are dropping them.
 - Cooksville uses Andrews based in Pontiac. Contacted Andrews but they were not sure which office might service our area, so had to check with manager, but never heard anything further.
 - Contacted Fehr Graham in Champaign as have received annual mailings from them. Very responsive and met with the manager yesterday. They work a lot with small towns on various projects including water. They just “feel” right. Will invite to attend the August board meeting.
- Return to Work Policy must be approved and returned to IML RMA by September.
- Water
 - Leak at Jim Fischer reported by Rob Brown. Leak fixed and water was correctly turned off at this time (previously was told water was turned off).
 - Leak in alley between Ellis house and waterworks. Fixed today. Break in copper pipe to the Ellis house.
 - IEPA lead testing – new law requires doctors performing pediatric exams to complete a state form related to lead exposure. Might impact village residents, but there is no requirement placed on the village.
 - IEPA field study results were returned, and remediation plans must be provided within 120 days.
 - Cross Connection Survey must go out.

Trustee Zimmerman

- DHF concession stand – distance between doorstep and ground is excessive. Mulch replacement needed to fill in all around the building. Rob Brown volunteered to bring rock or road scrapings to fill in the void. Will be added to Rob’s list.
- E Center St – trees growing out of the culvert. Will be added to the list of street drains and catch basins that Rob Brown has volunteered to clean.
- Fireworks – Shane and Nick Drinkwater feel we are at the limit of available tubes to launch fireworks. Maybe add some more cake fireworks. Shane, Nick, and Allen will discuss.
- Rock spreading – in future, maybe rent a power rake to use on the skid steer.

Trustee Lytel – Christopher Duke/Amanda Eaton house appears empty. It is; they are moving. Water is still on.

ADJOURN

President Grussing adjourned the meeting at 8:32 p.m.

VILLAGE OF BELLFLOWER
McLEAN COUNTY, ILLINOIS

BOARD OF TRUSTEES
MEETING NOTICE AND AGENDA
JULY 9, 2025

The next regular meeting of the Village of Bellflower Board of Trustees will be held Wednesday, July 9, 2025, 7:00 p.m., in the Village Office at the Bellflower Community Center, 104 W Center Street, Bellflower.

CALL TO ORDER

PUBLIC COMMENT

CONSENT AGENDA

- Approve minutes of the regular meeting held June 11, 2025
- Approve expenditures during the period June 12, 2025, through July 9, 2025

POLICE ACTIVITIES

UNFINISHED BUSINESS

- a. Community Center
 - 1) Electrical: a) install outlet on conference room south wall; b) install exterior light over band room door; install exterior motion sensor light over generator
 - 2) Install padlocks on generator and gate
 - 3) Paint doors on building south side
 - 4) Prioritize areas for tuckpointing
 - 5) Remediate boys' locker room water seepage
 - 6) Replace boys' locker room dehumidifier
- b. Don Harden Field
 - 1) Paint restroom doors
 - 2) Repair ballfield lights not working
 - 3) Repair conduit on light pole
 - 4) Replace home plate
 - 5) Village Garage – repair roof
- c. Financial – Senator Turner grant
- d. July 4 – purchase fireworks service plaque for Lloyd Power
- e. Storm siren remote activation
- f. Streets
 - 1) Grind stump at 105 N Main St (Hensley)
 - 2) Hydro-jet and mark drains/tiles except on State Street
 - 3) Install MFT signs (street, handicap, dead end)
 - 4) Spread MFT rock on alleys and rights-of-way
- g. Water system
 - 1) Repair sinkhole at Feed Mill flushing hydrant, then install bollards
 - 2) Replace well #3
 - 3) Install fencing and/or bollards at water tower
 - 4) Tuckpoint tower pump house

NEW BUSINESS

- a. Action
 - 1) Approve resolution R2025-03 “MFT Program FY25-26”
 - 2) Sell surplus property – open bids, if any, for (a) equipment and (b) 201 W South St

VILLAGE OF BELLFLOWER
McLEAN COUNTY, ILLINOIS

BOARD OF TRUSTEES
MEETING NOTICE AND AGENDA

b. Discussion

- 1) McLean County animal control
- 2) Use of Shorty Lykins Park

BOARD REPORTS

ADJOURN

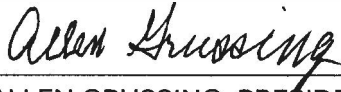
**VILLAGE OF BELLFLOWER
McLEAN COUNTY, ILLINOIS**

BOARD OF TRUSTEES

**FINANCIAL REPORT ACKNOWLEDGMENT
FOR
JULY 9, 2025**

I acknowledge that I have reviewed the following financial reports:

- Heartland Bank Account Reconciliations – 6/30/2025
- Illinois Funds Account Reconciliations – 6/30/2025
- Invoices paid 6/2025 GF and WF
- Invoices paid 7/2025 GF and WF
- QuickBooks Account Register (Heartland Bank and IL Funds) – 6/2025
- QuickBooks Balance Sheet – 7/9/2025
- QuickBooks Expenditures 6/12/2025 – 7/9/2025
- QuickBooks Fund P&Ls 5/1/2025-7/9/2025

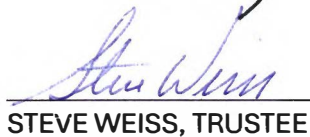


ALLEN GRUSSING, PRESIDENT

SKEE ALDRICH, TRUSTEE

TERESA DRINKWATER, TRUSTEE

BETH ELLIS, TRUSTEE


BART LYTEL, TRUSTEE
STEVE WEISS, TRUSTEE
SHANE ZIMMERMAN, TRUSTEE



| District | County | Resolution Number | Resolution Type | Section Number |
|----------|--------|-------------------|-----------------|----------------|
| 5 | McLean | R20 25 -03 | Original | 25-00000-00-GM |

BE IT RESOLVED, by the President and Board of Trustees of the Village of
Governing Body Type Local Public Agency Type
Bellflower Illinois that there is hereby appropriated the sum of _____
Name of Local Public Agency
twenty-six thousand and 00/100 Dollars (\$26,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
05/01/25 to 04/30/26
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Bellflower
Local Public Agency Type Name of Local Public Agency
 shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Herbert Youngblood Village Clerk in and for said Village
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Bellflower in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
 provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Bellflower at a meeting held on 07/09/25
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9th day of July, 2025
Day Month, Year

(SEAL, if required by the LPA)



Clerk Signature & Date

Herbert L. Youngblood 7/9/2025

APPROVED

Regional Engineer Signature & Date
 Department of Transportation

[Signature] 07/24/25



Estimate of Maintenance Costs

| | |
|----------|----------------------|
| District | Estimate of Cost For |
| 5 | Municipality |

| | | | Maintenance Period | |
|----------------------|--------|----------------|--------------------|----------|
| Local Public Agency | County | Section Number | Beginning | Ending |
| Village of Belflower | McLean | 25-00000-00-GM | 05/01/25 | 04/30/26 |

[illegible]

Estimate of Maintenance Costs

Submittal Type **Original**

| | | | | |
|-----------------------|---------|----------------|--------------------|-----------------|
| Local Public Agency | County | Section | Maintenance Period | |
| Village of Bellflower | McLaren | 25-00000-00-GM | Beginning 05/01/25 | Ending 04/30/26 |

Estimate of Maintenance Costs Summary

| Maintenance | MFT Funds | RBI Funds | Other Funds | Estimated Costs |
|--|-------------|-----------|-------------|-----------------|
| Local Public Agency Labor | | | | |
| Local Public Agency Equipment | | | | |
| Materials/Contracts(Non Bid Items) | \$22,610.00 | | | \$22,610.00 |
| Materials/Deliver & Install/Materials Quotations (Bid Items) | | | | |
| Formal Contract (Bid Items) | | | | |
| Maintenance Total | \$22,610.00 | | | \$22,610.00 |

Estimated Maintenance Eng Costs Summary

| Maintenance Engineering | MFT Funds | RBI Funds | Other Funds | Total Est Costs |
|--------------------------------------|-------------|-----------|-------------|-----------------|
| Preliminary Engineering | \$1,702.20 | | | \$1,702.20 |
| Engineering Inspection | | | | |
| Material Testing | | | | |
| Advertising | | | | |
| Bridge Inspection Engineering | | | | |
| Maintenance Engineering Total | \$1,702.20 | | | \$1,702.20 |
| Total Estimated Maintenance | \$24,312.20 | | | \$24,312.20 |

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Allen D. Grussing 7/9/2025
Allen D. Grussing

Title

Village President

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date

Department of Transportation

James A. Jones 07/24/25

IDOT Department Use Only

Received Location Received Date Additional Location?

WMFT Entry By

Entry Date



Local Public Agency

County

Section Number

Village of Bellevue

McLean

25-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

SCHEDULE OF FEES

Total of all Maintenance Operations:

☐ ≤ \$20,000 Base Fee ☒ > \$20,000 Base Fee = \$1,250.00

PLUS

| Maintenance Engineering Category | Preliminary Engineering | | Engineering Inspection | | Operation(s) to be Inspected |
|----------------------------------|-------------------------|------------------|------------------------|------------------|------------------------------|
| | Maximum Fee % | Negotiated Fee % | Maximum Fee % | Negotiated Fee % | |
| I | NA | NA | NA | NA | NA |
| IIA | 2% | 2% | 1% | | |
| IIB | 3% | | 3% | | |
| III | 4% | | 4% | | |
| IV | 5% | | 6% | | |

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:

Local Public Agency Signature & Date

Allen D. Grussing 7/9/2025
Allen D. Grussing

Title

Village President

BY:

Consulting Engineer Signature & Date

Katherine L. Mulvey 7/17/25
Katherine L. Mulvey

Title

Eng. Mgr.

P.E. Seal & Date



Approved:

Regional Engineer, IDOT Signature & Date

John A. Jones 07/24/25
John A. Jones

Marshell Thomson
Director



9279 North 1375 East Road
Bloomington, IL 61705
(309) 888-5060

McLean County

Animal Control

MEMORANDUM

July 30, 2024

To: Chairman and Honorable Members of the Land Use Committee

From: Marshell Thomson, Animal Control Director

Re: Requesting Authorization for the McLean County Board Chair to sign contracts related to Animal Control Services

The existing Animal Control service contracts with the Rural municipalities are scheduled to expire soon. The two proposed contracts included in this request are related to specific services provided to the rural municipalities for Animal Control Services. The first contract is related to providing Warden services to the municipality in which McLean County Animal Control will dispatch a Warden at the request of the village to attempt to capture a straying animal. The second contract is related to providing Sheltering services for straying animals that are subject to impoundment in the municipalities. Each of the contracts are for 3 years in length and outline the requirements for both the municipality and Animal Control staff as is customary with these contracts.

At this time each of the attached contracts have been sent to the municipalities for their review and to seek authorization to enter into the agreement. Since this process is anticipated to proceed throughout the month of August, the request is to authorize the County Board Chair to sign the agreements once they get approved through the municipality's approval process.

Each of these Animal Control agreements have been reviewed by the States Attorneys Office.

ANIMAL CONTROL REMOVAL AGREEMENT

This AGREEMENT for Animal Control Center Services is made this ___ day of __, 2024 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and _____, a village located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS, there is a need to remove stray or straying dogs and cats, and other animals subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and

WHEREAS, there is a need to remove wild animals from within the corporate limits of VILLAGE/TOWN in situations where there is a potential rabies hazard; and

WHEREAS, the COUNTY has the capacity to provide such services through its Animal Control Wardens; and,

WHEREAS the COUNTY has been designated as the supervising and administrative agent to administer and oversee animal control functions as defined in the Illinois Animal Control Act and all County ordinances enacted attendant thereto by the County of McLean; and

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through its Animal Control Wardens;

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. This AGREEMENT will become effective as of July 16, 2024, for a term of three years, unless earlier terminated in accordance with this AGREEMENT.
2. The COUNTY agrees to provide removal of stray or straying dogs and cats, and other animals subject to impoundment as directed by the VILLAGE/TOWN, from within the corporate limits of the VILLAGE/TOWN, upon request of the VILLAGE/TOWN.
3. The COUNTY agrees that its Animal Control Wardens will remove nuisance wild animals from residential areas only when said animal has entered an actual living space of a dwelling or if the potential of exposure to rabies is increased due to high levels of interaction with said animal, at the request of the VILLAGE/TOWN. Notwithstanding the foregoing, nuisance wildlife identified in Section 525 of the Illinois Administrative

Code, not posing an imminent potential of rabies exposure, shall be removed by a licensed trapper or referred to the Department of Natural Resources for removal.

4. The VILLAGE/TOWN agrees to pay the COUNTY for such services in year one of the agreement, one hundred and three dollars (\$103.00) per animal removed by Animal Control Wardens, or in the event that an animal is not apprehended, one hundred and three dollars (\$103.00) per request which results in a response by Animal Control Wardens to the premises for the purpose of animal removal, plus mileage, upon invoice. Year two and year three of the agreement will each see an approximate 3% increase in cost per animal: bringing the amount to one hundred and six dollars (\$106.00) in year two and one hundred and nine dollars (\$109.00) in year three. Animal Control Wardens shall make every reasonable effort to apprehend and remove an animal when providing removal services at the request of the VILLAGE/TOWN.
5. Mileage shall be calculated according to the current Internal Revenue Service standard Mileage Rate.
6. Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of the next month.
7. Any removal in accordance with this AGREEMENT shall be made according to the capacity and availability of the Animal Control Wardens and shall only occur between normal business hours. The COUNTY reserves the right to refuse any request for removal. "Normal business hours" shall be defined as Monday through Friday, 9:00 a.m. through 4:00 p.m. excluding holidays. Removal services rendered outside of normal business hours shall be made at the discretion of Animal Control and shall be for emergency situations only. The VILLAGE/TOWN agrees to pay two hundred and six dollars (\$206.00) per animal removed by Animal Control Wardens or in the event that an animal is not apprehended, two hundred and six dollars (\$206.00) plus mileage upon invoice for any emergency removal or attempted emergency removal made outside of normal business hours. Year two and year three of the agreement will each see an increase in cost per animal: bringing the amount to two hundred and twelve dollars (\$212.00) in year two and two hundred and eighteen dollars (\$218.00) in year three.
8. All stray or straying dogs and cats, and other animals subject to impoundment removed by Animal Control Wardens pursuant to the terms of this AGREEMENT and needing shelter in the Animal Control Center shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The

VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided, however, the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.

9. All other dogs and cats, not stray or straying, subject to impoundment removed by Animal Control Wardens pursuant to the terms of this AGREEMENT and needing shelter in the Animal Control Center shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold an animal any longer than required by law; provided, however, the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN. If the COUNTY is required, by law, to hold the animal more than seven calendar days from impoundment due to enforcement actions and no person has reclaimed the animal and paid the associated fees, the VILLAGE/TOWN shall pay to the COUNTY all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with ordinances, rules and regulations due to the COUNTY for each additional day the animal is sheltered by the COUNTY.
10. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
11. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns.

Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

12. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
13. In the event this AGREEMENT is terminated prior to its expiration, the VILLAGE/TOWN agrees to pay the COUNTY for any outstanding services rendered by the COUNTY.
14. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.
15. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
16. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the parties.
17. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #10 and #11 above for any and all claims arising or made during the life of this agreement.

Page 5 is an Endorsement Page

Village/Town

By_____ **Mayor/President**

Date:_____

ATTEST:

By_____ **City Clerk**

Date:_____

McLEAN COUNTY

By_____ **Catherine Metsker, Chair of McLean County Board**

Date:_____

ATTEST:

By_____ **Kathy Michael, McLean County Clerk**

Date:_____

ANIMAL CONTROL CENTER AGREEMENT

This AGREEMENT for Animal Control Center Services is made this ____ day of ____, 2024 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and _____, a village located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and other animals subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of Mclean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and other animals subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The AGREEMENT will become effective as of August 3, 2024, for a term of three years, unless earlier terminated in accordance with this AGREEMENT.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and other animals subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CIVIL and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: a) reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and b) providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay the COUNTY for such services as outlined in the McLean County Animal Control Sheltering Fee Schedule which can be found on page 5 of this document.

Any sheltering fees paid by the redeeming animal owner, excluding fines already payable to the VILLAGE/TOWN, if applicable, will be deducted from the invoice issued by the COUNTY for impounding an animal at the McLean County Animal Control Center.

5. Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of the next month.
6. Any animal received by the COUNTY shall be made according to the capacity and availability of the Animal Control Center and shall only occur during normal business hours. The COUNTY reserves the right to refuse to shelter any animal brought to the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of the AGREEMENT. "Normal Business hours" shall be defined as Monday through Friday, 9:00 a.m. through 4:00 p.m. excluding holidays.
7. Shelter services rendered outside of normal business hours shall be made at the discretion of Animal Control and shall be for emergency situations only. The VILLAGE/TOWN agrees to pay twice the amount listed in the McLean County Animal Control Sheltering Fee Schedule for the type of animal being held for the 1st day of confinement per animal placed at the Animal Control Center by a representative of the VILLAGE/TOWN upon invoice for any placement made outside of normal business hours.
8. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
9. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
10. All stray or straying dogs and cats, and other animals subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal

and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN, if applicable.

11. All other dogs and cats, not stray or straying, subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided, however, the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN, if applicable. If the COUNTY is required, by law, to hold the animal more than seven calendar days from impoundment due to enforcement actions and no person has reclaimed the animal and paid the associated fees, the VILLAGE/TOWN shall pay to the COUNTY all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with ordinances, rules and regulations due to the COUNTY for each additional day the animal is sheltered by the COUNTY.
12. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
13. In the event this AGREEMENT is terminated prior to its expiration, the VILLAGE/TOWN agrees to pay the COUNTY for any outstanding services rendered by the COUNTY.
14. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.
15. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.

16. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the of the parties.

17. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #8 and #9 above for any and all claims arising or made during the life of this agreement.

Village/Town

By _____
Mayor/President

Date: _____

ATTEST:

By _____
City Clerk

Date: _____

McLEAN COUNTY

By _____
Catherine Metsker, Chair of McLean County Board

Date: _____

ATTEST:

By _____
Kathy Michael, McLean County Clerk

Date: _____



McLean County

Animal Control

McLean County Animal Control Sheltering Fee Schedule

| Dog Sheltering Rates | Year 1 | Year 2 | Year 3 |
|--|---------------|---------------|---------------|
| Day 1 | \$75.00 | \$77.50 | \$79.00 |
| Day 2- and each day thru mandated hold | \$50.00 | \$51.50 | \$53.00 |

Day 1 rate includes processing of animal into the facility, all vaccinations that are needed to protect the animals from illness and food/water. Each successive day includes shelter labor for care of animal which would include food/water.

The Mandated Hold time will vary depending on why the animal is being held:

- Straying animals must be held for 7 business days before being considered for adoption unless reclaimed by the owner sooner.
- Animals involved with biting incidents have a minimum of a 10-day hold. Before a bite hold can be ended, a veterinarian must complete an examination of the animal and release them from the hold. Therefore, a bite hold may extend longer if a veterinarian does not release the animal from the hold.

| Cat Sheltering Rates | Year 1 | Year 2 | Year 3 |
|--|---------------|---------------|---------------|
| Day 1 | \$59.00 | \$61.00 | \$63.00 |
| Day 2- and each day thru mandated hold | \$31.00 | \$32.00 | \$33.00 |

Day 1 rate includes processing of animal into the facility, all vaccinations that are needed to protect the animals from illness and food/water. Each successive day includes shelter labor for care of animal which would include food/water.

The Mandated Hold time will vary depending on why the animal is being held:

- Straying animals must be held for 7 business days before being considered for adoption unless reclaimed by the owner sooner.
- Animals involved with biting incidents have a minimum of a 10-day hold. Before a bite hold can be ended, a veterinarian must complete an examination of the animal and release them from the hold. Therefore, a bite hold may extend longer if a veterinarian does not release the animal from the hold.

Miscellaneous, Large or Exotic Animal Sheltering Rates

Rates for the care of animals that fall into this category will be invoiced at cost but will not exceed \$200 per day. Each invoice will include an itemization and breakdown of cost for each animal.

Mandated Hold times may also be applicable for this type of animal depending on the reason the animal is being held at McLean County Animal Control.

ORDINANCE NO. 2005-1

**AN ORDINANCE REPEALING CHAPTER 13 IN ITS ENTIRETY AND
AMENDING THE COLFAX MUNICIPAL CODE BY ADDING A NEW
CHAPTER 13 ENTITLED "DOGS AND OTHER ANIMALS"**

PASSED: January 10, 2005

APPROVED: January 10, 2005

EFFECTIVE DATE: January 10, 2005

PUBLISHED IN PAMPHLET FORM: January 10, 2005

**AN ORDINANCE REPEALING CHAPTER 13 IN ITS ENTIRETY AND
AMENDING THE COLFAX MUNICIPAL CODE BY ADDING A NEW
CHAPTER 13 ENTITLED "DOGS AND OTHER ANIMALS"**

WHEREAS, the President and the Board of Trustees of the Village of Colfax have fully considered the value of and need for the substantial revision of Chapter 13 (DOGS AND OTHER ANIMALS) of the Colfax Municipal Code and have determined that said Chapter 13 of the Colfax Municipal Code as originally passed, approved and published on January 5, 1976 and as subsequently amended on August 1, 1983 should be rescinded, deleted and repealed in full and that the Colfax Municipal Code should be revised by amendment thereto of a new Chapter 13 (DOGS AND OTHER ANIMALS) as set forth hereinafter;

WHEREAS, the President and the Board of Trustees of the Village of Colfax find, agree and hold the opinion that the office of Animal Control Officer should be created as set forth hereinafter; and

WHEREAS, the President and the Board of Trustees of the Village of Colfax have reviewed, considered and determined that the Village of Colfax should enter into an animal control intergovernmental agreement with the McLean County Board of Health having recognized the need to provide quality shelter for dogs or other animals subject to impoundment as provided by the State Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act, and ordinances enacted by the Village of Colfax.

BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF COLFAX, ILLINOIS that Chapter 13 of the Colfax Municipal Code as originally passed, approved and published on January 5, 1976 and as subsequently amended should be repealed in its entirety and that the Colfax Municipal Code should be revised by amendment thereto by adding a new Chapter 13 (DOGS AND OTHER ANIMALS) as set forth hereinafter:

**CHAPTER 13
DOGS AND OTHER ANIMALS**

SECTION 13.1 CRUELTY AND ABANDONMENT. It shall be unlawful for any person to cruelly treat any animal in the Village of Colfax (hereinafter referred at times as "Village") in any way. It shall be unlawful for any person shall inhumanely beat, underfeed, overload or abandon any animal in the Village of Colfax.

SECTION 13.2 DANGEROUS ANIMALS. It shall be unlawful to permit any dangerous animal or vicious animal of any kind to run at large within the Village of Colfax. Exhibitions or parades of animals which are ferae naturea in the eyes of the law may be conducted only pursuant to a permit issued by the President (Mayor) with the advice and consent of the Board of Trustees.

SECTION 13.3 NOISES. It shall be unlawful to harbor or keep any animal which disturbs the peace by loud noises at any time of the day or night.

SECTION 13.4 STRAYS. It shall be unlawful to permit any dog, cat, cattle, horse, swine, sheep, goats or poultry to run at large in the Village of Colfax. Any such animal running at large in any public place in the Village of Colfax shall be impounded in the manner provided in the following article. It shall further be unlawful to picket or tie any such animal in any of the streets of the Village of Colfax for the purpose of grazing or feeding.

SECTION 13.5 KILLING DANGEROUS ANIMALS. The members of the Police Department, the Animal Control Officer or any other person authorized by the Village of Colfax are hereby authorized to kill any dangerous animals of any kind when it is necessary for the protection of any person or property.

SECTION 13.6 DISEASED ANIMALS. No domestic animal afflicted with any contagious disease or infectious disease shall be allowed to run at large, or to be exposed in any public place whereby the health of man or beast may be affected; nor shall such diseased animal be shipped or removed from the premises of the owner thereof, except as provided by State law.

SECTION 13.7 HOUSING. No person shall cause or allow any stable or place where an animal is or may be kept to become unclean or unwholesome and it shall be unlawful to keep, propagate or culture any live swine or pigs, cattle, sheep, horses, pigeons, poultry or any form of livestock in the Village.

SECTION 13.8 DISRUPTION OF GARBAGE. It shall be unlawful for any animal to tear up, break into, or disrupt any container which holds garbage, trash, or debris. The owner of every animal shall be responsible for the behavior of his/her animal under the provisions of this ordinance.

SECTION 13.9 RABIES, INOCULATION, AND TAG.

- A. Inoculation Against Rabies. It shall be the duty of every owner who keeps, harbors, or otherwise maintains a dog or cat more than four months of age in the Village to have the same inoculated against rabies by a licensed veterinarian. Dogs must have a valid rabies certificate according to the laws of the State of Illinois. For dogs, the type and brand of the anti-rabies vaccine used and the method of inoculation shall be in accordance with and evidenced by a rabies tag specified by the applicable laws of the State of Illinois. Any dog or cat which is not inoculated against rabies as required herein is hereby declared to be a public nuisance, and such dog or cat may be apprehended and impounded.
- B. Collar and Tag. Every owner shall provide each dog more than four months of age kept, harbored, or otherwise maintained by him in the

Village with a sturdy collar to which the aforesaid rabies tag shall be securely fastened, and it shall be the owner's duty to make certain that the collar and tag are worn at all times by the dog when off the owner's premises.

- C. Unauthorized Removal of Tag. It shall be unlawful for any person, other than a police official, Animal Control Officer, or other person charged with the enforcement of this Ordinance, to remove a rabies tag from any dog without the owner's or his agent's consent.

SECTION 13.10 RUNNING AT LARGE.

- A. Running At Large means off the premises of the owner and not under physical restraint by means of a leash, cord, or chain, or confined by means of a secure enclosure. It shall be unlawful to permit to run at large any dog or cat on the streets, parks, or public ways of the Village, or on private property where the owner or person in control of the private property has not granted permission for the dog or cat to be on the private property. If any dog or cat shall be found running at large upon public property or upon the private premises of any person other than the owner or keeper of such dog or cat, the owner or keeper of such dog or cat shall be deemed guilty of violation of this Section. The provisions of this Section shall not apply to dogs leading blind persons, or to dogs or cats exhibited at dog, cat, or pet shows or dog training schools, or dogs belonging to a law enforcement agency being used for law enforcement purposes. A violation of this section shall be considered an absolute liability offense.
- B. Impoundment. Any dog or cat which runs at large is hereby declared to be a public nuisance and such dog or cat may be apprehended and impounded if found running at large by any police officer, animal control officer (warden), or other person authorized by the Village.

SECTION 13.11 DANGEROUS DOGS. Any dangerous or vicious dogs shall be confined by the owner at all times in such a manner that it cannot reach persons who may have occasion to lawfully enter upon said premises. Any dangerous or vicious dog shall be leashed and muzzled at all times when not confined.

A dangerous dog means any dog which in an aggressive or terrorizing manner approaches any person in an apparent attitude of attack on any street, sidewalk or public property or private property other than the property of the owner of the dog.

A vicious dog means:

- A. Any dog that, when unprovoked, bites a human being while on public or

private property; or

- B. Any dog which displays a propensity, tendency, or disposition to attack without provocation any human being in such a manner as to endanger a person; or
- C. Any dog which has been found to be a dangerous dog on three separate occasions.

No dog shall be deemed dangerous or vicious if it bites, attacks, or menaces a trespasser on the property of its owner or harms or menaces anyone who has tormented or abused it or is performing in the line of duty as a professionally trained dog for law enforcement duties.

SECTION 13.12 ANIMAL BITES. It shall be the duty of the owner of any animal to prevent such animal from biting or attacking any person in the Village, and, if a person is bitten by an animal, he shall report the incident to the Police Department or Animal Control Officer immediately.

Any animal which may unprovokedly bite or attack any person in the Village is hereby declared to be a public nuisance and such animal may be apprehended by a police officer or Village Animal Control Officer.

If any owner has notice that his animal has bitten any person, it shall be unlawful for such owner to kill such animal, or sell or give such animal away, or to permit or allow such animal to be taken beyond the limits of the Village except to a licensed veterinary hospital, but it shall be the duty of such owner to immediately report the incident to the Police Department or the Village Animal Control Officer, and to immediately place such animal in a licensed veterinary hospital where such animal may be quarantined for a period of at least ten days upon the request of any police officer or the Village Animal Control Officer. The owner shall immediately furnish the Police Department or the Village Animal Control Officer with the name and location of said hospital and a certificate of a licensed veterinarian stating whether or not such animal shows symptoms of rabies. At the expiration of the quarantine period, and prior to the release of such animal, the owner shall furnish the Police Department or the Village Animal Control Officer with a certificate of a licensed veterinarian stating that such animal does not have rabies. All costs of maintaining animal in the veterinary hospital shall be the obligation and responsibility of the owner and shall be paid by said owner.

In all cases where any animal has bitten a person and is slain or dies within ten days from the time of the bite, it shall be the duty of the person slaying such animal and the owner of such animal to notify the Police Department or the Village Animal Control Officer and to immediately deliver the carcass of such animal intact to such Department, or cause the same to be done.

SECTION 13.13 DISTURBING QUIET AND DAMAGING PROPERTY. It shall be unlawful for an owner to keep, harbor or otherwise maintain a dog in the Village which shall disturb the quiet of any person or neighborhood, or which shall attack any person, or which shall cause danger or fear to any person or neighborhood.

SECTION 13.14 SANITATION. It shall be unlawful for the owner or person in control of any dog to permit such animal to deposit dung on any public street, alley, parkway or other public place or on any private property without the consent of the owner of the property. It shall be an affirmative defense that the dung was immediately picked up and properly disposed of. It shall be unlawful for the owner of any premises to permit dung to accumulate on property such that it causes noxious odors or flies to accumulate.

SECTION 13.15 FEMALE DOG IN HEAT. The owner of a female dog in heat shall not keep, harbor or otherwise maintain such dog in the Village unless the same is confined in a kennel or veterinary hospital or in an enclosed building on the owner's property during the entire period such dog is in heat. Any female dog in heat which is not confined is hereby declared to be a public nuisance and may be apprehended and impounded upon the order of the Chief of Police or the Village Animal Control Officer.

SECTION 13.16 RABIES. Any dog, cat, or other animal suffering from rabies is hereby declared to be a public nuisance and such dog, cat, or other animal may be slain by any police officer or Animal Control Officer, if the same cannot be safely apprehended and impounded. It shall be the duty of any person keeping, harboring or otherwise maintaining any such dog, cat, or other animal to place it immediately in a veterinary hospital, or upon demand, to surrender such dog, cat, or other animal to any police officer of the Village or the Village Animal Control Officer.

It shall be the duty of every person who discovers that any dog, cat or other animal is suffering with rabies or that any dog, cat, or other animal has been bitten by a dog, cat, or other animal suffering with rabies to report such fact immediately to the Police Department or the Village Animal Control Officer. Such report shall give the name, if known, and the place of residence of the person keeping, harboring or otherwise maintaining any such dog or other animal, the place where the same can be found, and the license number of any dog, if known. Any such dog or other animal shall be immediately confined in a veterinary hospital, or taken up and impounded and securely kept until it can be determined whether any such dog, cat, or other animal is suffering with rabies.

SECTION 13.17 UNLAWFUL TREATMENT OF ANIMALS. It shall be unlawful for any person to maliciously shoot, poison, kill, injure, abuse or ill-treat any animal. Any person who kills or injures a dog or cat while driving a vehicle shall stop at the scene of the accident and render such assistance as practicable and shall immediately report the incident to the Police Department or the Village Animal Control Officer.

SECTION 13.18 HINDERING ENFORCEMENT. It shall be unlawful to hinder or molest any police officer, or the Village Animal Control Officer, or other person or

corporation engaged in the enforcement of this Ordinance.

SECTION 13.19 EXCEPTIONS. The provisions of this article shall not apply to dogs or cats receiving treatment or temporary care in a veterinary hospital, boarding kennels or pet shops.

SECTION 13.20 ENFORCEMENT. The Chief of Police and the Village Animal Control Officer are hereby authorized and directed to enforce this Ordinance. The Village Board of Trustees may, from time to time, and upon such terms and conditions as it deems proper, contract with any qualified person or corporation, and may, pursuant to said contract, provide said person or corporation with the power to enforce the provisions of this ordinance. In the absence of the appointment by the Village Board of Trustees of any other person or company as poundmaster, the Village Animal Control Officer shall be the poundmaster, and the Chief of Police and the other members of the Police Department shall assist him in carrying out the provisions of this Ordinance.

SECTION 13.21 APPOINTMENT OF Animal Control Officer. The Village Board of Trustees may, from time to time, and upon such terms and conditions as it deems proper, contract with any qualified person, firm or corporation, and the President (Mayor), by and with the advice and consent of the Board of Trustees, may appoint such person, firm or corporation as the Village Animal Control Officer and he shall be ex-officio poundmaster of and for the Village.

SECTION 13.22 TRAPPING STRAY OR WILD ANIMALS.

A. No person shall set a trap with the intention of capturing a cat or dog in the Village of Colfax except under the following circumstances:

1. The Village President or his designee has determined that a nuisance situation exists, and;
2. The Village President or his designee has authorized the trap; and
3. Notice has been sent either in writing at least five days in advance of the placement of the trap to the property owners abutting the property upon which the trap is to be placed, or a sign is placed in front of the property where the trap is to be placed five days in advance of the placement indicating that a trap will be set.

B. The foregoing shall not apply in the following situations:

1. To authorized persons attempting to catch suspected rabid, dangerous or vicious animals, or animals which may be injured and in need of veterinary treatment.

2. To authorized not-for-profit associations engaging in trap-neuter-release programs in situations where those programs do not create or further a nuisance in the Village of Colfax.
 3. In emergency situations where the trapping of cats or dogs is needed to protect the health and safety of the public or its pets as determined by the Village President or his designee.
- C. No person shall disturb any trap or release any animal from any trap placed pursuant to this Section.

SECTION 13.23 IMPOUNDMENT PRACTICES.

- A. Record of Impoundment. Immediately after receiving an animal for impounding, the Animal Control Officer, or his designee, shall record a description of the animal impounded, the date of the impoundment and whether such animal has a proper rabies tag.
- B. Search for Record Owner. The Animal Control Officer shall upon receiving an animal for impoundment inspect the animal for a rabies tag, microchip, or other tag indicating the owner of the animal.
- C. Notice of Impoundment. The Animal Control Officer shall send written notice to a known owner within two business days of receiving an animal for impoundment informing the known owner of any animal being held by the Animal Control Officer.
- D. Fees. The owner of any impounded dog may redeem the animal by paying a Village of Colfax release fee of \$25.00, and all fees required by the impoundment facility. The owner of any impounded cat or other animal except a dog may redeem the cat or other animal by paying all fees required by the impoundment facility.
- E. Required Inoculations. No dog or cat shall be released from impoundment until proof of all required rabies inoculations have been presented.
- F. Post-impoundment Hearing. An owner of any animal impounded pursuant to this ordinance may request a hearing before the Village President, or his designee, regarding the authority of the impoundment facility to impound the animal. The hearing shall take place within five business days of the request for hearing. The Village President, or his designee, may order the animal released from impoundment, with or without payment of any fees, or held in compliance with this ordinance. At any hearing pursuant to this Section, the Village President or his designee may consider hearsay

evidence, including, but not limited to, reports of animal control officers. Upon request for a hearing, the Village President or his designee shall immediately give notice to the Animal Control Officer. No animal may be disposed of until seven (7) days after the decision of the Village President or his designee.

- G. Disposition of Unredeemed Animals. Animals not redeemed by the owner or any other person are hereby declared a public nuisance. Animals for which the impoundment facility has determined an owner may be disposed of in accordance with the provisions of State law seven (7) business days after notice has been sent to the owner. Animals for which the impoundment facility has not been able to determine an owner may be disposed of in accordance with State law three (3) business days after the animal was received by the impoundment facility. The Animal Control Officer shall make reasonable efforts to find adoptive homes for unredeemed animals prior to disposing of the animals.

SECTION 13.24 NUMBER OF ANIMALS. It shall be unlawful for any person to own, keep, harbor or possess more than two dogs or more than two cats or more than two of any species of animal in any one dwelling unit or the premises surrounding a dwelling unit. It shall be unlawful for the owner of any premises to permit any person to own, keep, harbor, or possess more than two dogs or more than two cats or more than two of any species of animal in any one dwelling unit or the premises surrounding a dwelling unit. The foregoing shall not apply to animals less than six (6) months of age.

SECTION 13.25 PENALTY. Any person convicted of any violation of the provisions of this Ordinance where to other penalty is provided, shall be fined not less than \$50.00 nor more than \$500.00. Each day that any such violation or failure continues shall be considered as a separate and distinct offense and shall be punishable as such.

SECTION 13.26 ANIMAL CONTROL INTERGOVERNMENTAL AGREEMENT. Authorization is hereby granted to the President (Mayor) to enter into and to execute on the behalf of the Village of Colfax an animal control intergovernmental agreement with the McLean County Board of Health to provide quality shelter for dogs or other animals subject to impoundment as provided by the State Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act, and ordinances enacted by the Village of Colfax. A copy of said animal control intergovernmental agreement is attached hereto and made a part hereof.

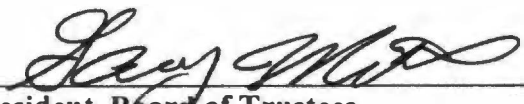
SECTION 13.27 EFFECTIVE DATE. That this Ordinance, due to urgency in implementing policies and procedures for the protection of the public and animal welfare, and to provide for quality shelter for dogs or other animals subject to impoundment as provided by the State Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act, and ordinances enacted by the Village of Colfax, shall be in full force and effect from and after its passage and approval, in booklet (pamphlet) form, according to the laws of the State of Illinois.

AYES: Lawrence Baker; Bartee Riggsby; Gary Milton;
Carol Stephenson; Jack Chessman; Rick Wagener

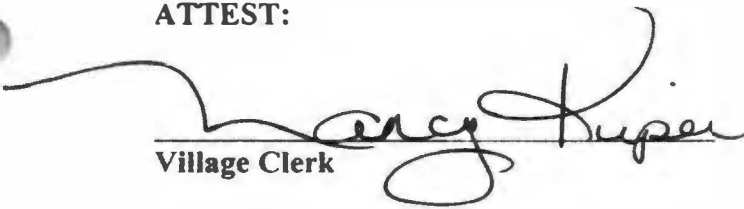
NAYS: - 0 -

ABSENT: - 0 -

APPROVED:


President, Board of Trustees
Village of Colfax, Illinois

ATTEST:


Village Clerk

PASSED by the President and the Board of Trustees of the VILLAGE OF COLFAX, Illinois, this 10th day of January, 2005.

APPROVED by the President of the Board of Trustees of the VILLAGE OF COLFAX, Illinois, this 10th day of January, 2005.

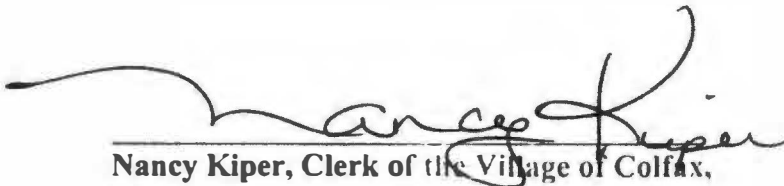
CERTIFICATION OF ORDINANCE

STATE OF ILLINOIS)
)SS
COUNTY OF McLEAN)

I, Nancy Kiper, Village Clerk of the Village of Colfax, McLean County, Illinois, do hereby certify that the foregoing Ordinance constitutes a true and correct copy of said Ordinance, passed, approved, and published on the 10th day of January, 2005.

I do further certify that said Ordinance has been placed in the permanent records of said Village where it now appears and remains in the Book of Minutes.

In Witness whereof, I have hereunto set my hand and seal of the Village of Colfax, McLean County, Illinois, this 10th day of January, 2005.


Nancy Kiper, Clerk of the Village of Colfax,
McLean County, Illinois.

CERTIFICATION OF ORDINANCE PUBLISHED IN PAMPHLET FROM

STATE OF ILLINOIS)
)SS
COUNTY OF McLEAN)

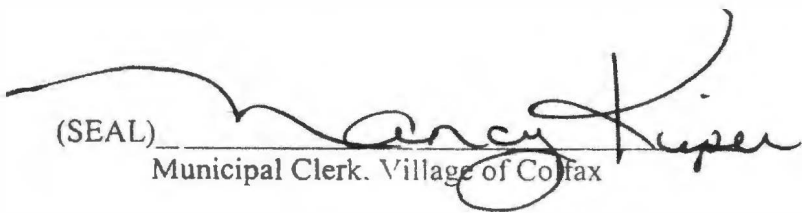
I, Nancy Kiper, certify that I am the duly elected and acting municipal clerk of the Village of Colfax, McLean County, Illinois.

I further certify that on January 10, 2005, the Corporate Authorities of such municipality passed and approved Ordinance No. 2005-1, entitled **"AN ORDINANCE REPEALING CHAPTER 13 IN ITS ENTIRETY AND AMENDING THE COLFAX MUNICIPAL CODE BY ADDING A NEW CHAPTER 13 ENTITLED "DOGS AND OTHER ANIMALS"**, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2005-1, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on January 5, 2005, 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 municipal clerk.

Dated at Colfax, Illinois, this 10th day of January, 2005.

(SEAL)


Municipal Clerk, Village of Colfax