

CITY OF LEROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 485

**ORDINANCE APPROVING INTERGOVERNMENTAL
AGREEMENT-ANIMAL SHELTER SERVICES, WITH
MCLEAN COUNTY, ILLINOIS, AND APPROVING
EXECUTION OF CONTRACT BY APPROPRIATE
CITY OFFICIALS**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEROY THIS 1st DAY OF
March, 1993.

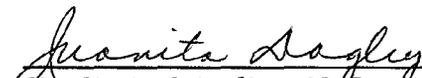
PRESENTED: March 1, 1993
PASSED: March 1, 1993
APPROVED: March 1, 1993
RECORDED: March 1, 1993
PUBLISHED: March 1, 1993

In Pamphlet Form

Voting "Aye" 5
Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)


City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: March 1, 1993.

**ORDINANCE APPROVING INTERGOVERNMENTAL
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McLEAN COUNTY, ILLINOIS, AND APPROVING
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CITY OFFICIALS**

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, find it is necessary for the city to enter into an intergovernmental agreement for the provision of animal shelter services by McLean County, said agreement being described in Exhibit "A" attached hereto, and

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, find that such agreement is in the best interests of the city and residents,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of LeRoy, McLean County, Illinois, in lawful meeting assembled, as follows:

Section 1. The contract set forth in Exhibit "A," attached hereto and incorporated herein by reference is accepted effective the 1st day of January, 1993, and said contract is hereby approved.

Section 2. The Mayor and City Clerk of the City of LeRoy are hereby directed to execute the contract, attached hereto as Exhibit "A," in the original and as many copies as may reasonably be required, retaining a signed copy of the contract for the city, after it has been executed by all parties, said officers being deemed, by executing the aforesaid contract, to have evidenced the ratification of the acceptance of the same effective January 1, 1993.

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

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by Gary Builta, seconded by David Spratt, by roll call vote, on the 1st day of March, 1993, as follows:

Aldermen elected 6
Aldermen present 5

VOTING AYE:

William Swindle, Robert D. Johnson, Gary Builta, David Spratt, Jerry Davis
(names)

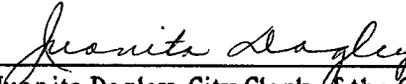
VOTING NAY:

None
(names)

ABSENT, ABSTAIN, OTHER:

Randy Zimmerman absent
(names)

and deposited and filed in the office of the city clerk in said municipality on the 1st day of March, 1993.



Juanita Dagley, City Clerk of the City of
LeRoy, McLean County, Illinois

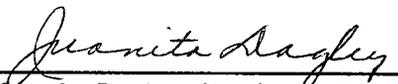
APPROVED by the Mayor of the City of LeRoy, Illinois, this 1st day of March, 1993.



Jerry C. Davis, Mayor of the
City of LeRoy,
McLean County, Illinois

ATTEST:

(SEAL)



Juanita Dagley, City Clerk, City of LeRoy,
McLean County, Illinois.

INTERGOVERNMENTAL AGREEMENT - ANIMAL SHELTER SERVICES

This AGREEMENT made this 1st day of January, 1993, by and between the McLean County Board of Health, the governing body of the McLean County Health Department located in the Town of Normal, Illinois (hereinafter called "Board of Health"), and the Leroy, a municipal corporation located in the State of Illinois, County of McLean (hereinafter called "Municipality").

WHEREAS, there is a 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 of the City of Leroy; and,

WHEREAS, the Board of Health has the capacity to provide such services through allowing access to its animal shelter during regularly scheduled business hours; and,

WHEREAS, the Municipality wishes to purchase quality shelter for dogs or cats subject to impoundment collected within its jurisdictional boundaries; and,

WHEREAS, the Board of Health wishes to provide such services to the Municipality through this Agreement;

IT IS THEREFORE AGREED AS FOLLOWS:

1. The parties enter into this Agreement for the period January 1, 1993 through December 31, 1993 as follows:
 - A. The Board of Health agrees to provide access to its animal shelter during regularly scheduled business hours to a representative of the Municipality.
 - B. The Board of Health agrees to provide shelter to dogs or cats subject to impoundment and placed in impoundment by the Municipality.
2. The Municipality agrees to pay to the Board of Health for such services sixteen dollars (\$16.00) per animal impounded at the County Animal Shelter, upon invoice, beginning January 1, 1993, and continuing throughout the term of this Agreement.
3. The BOARD OF HEALTH agrees to assist the MUNICIPALITY in enforcing its municipal ordinances by reporting the names and addresses of all persons reclaiming animals placed in the animal shelter by a Leroy Animal Control Officer or other authorized representative of the MUNICIPALITY.

The Board of Health agrees to save and hold harmless and defend Town from and against all claims and liability for loss, damage, injury, or death arising out of acts, errors, or omissions of the Board of Health, its officers, employees, and agents under or pursuant to this Agreement.

5. The Board of Health agrees to procure and maintain a liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of the Board of Health, its officers, employees, or agents under or pursuant to this Agreement.
6. This Agreement may be terminated for any of the following reasons:
 - A. At the request of the City, upon thirty (30) days written notice.
 - B. At the request of the Board of Health, upon (30) days written notice.
7. It is understood that the terms of this Agreement include all of the agreements made by the Board of Health and the City without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.
8. If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to a particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

CITY OF LEROY

By:



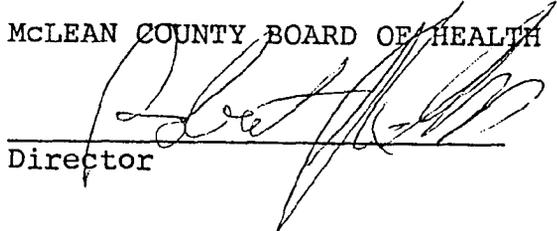
Mayor

ATTEST:

City Clerk

MCLEAN COUNTY BOARD OF HEALTH

By:



Director

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CERTIFICATE

I, Juanita Dagley, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

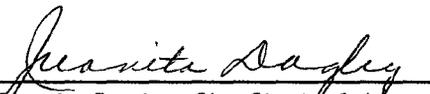
I further certify that on March 1, 1993, the corporate authorities of such municipality passed and approved Ordinance No. 485, entitled:

**ORDINANCE APPROVING INTERGOVERNMENTAL
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which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 485, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance No. 485 was posted at the municipal building, commencing on March 1, 1993, and continuing for at least ten days thereafter. Copies of such Ordinance No. 485 were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 11th day of March, 1993.



Juanita Dagley, City Clerk of the
City of LeRoy, Illinois

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

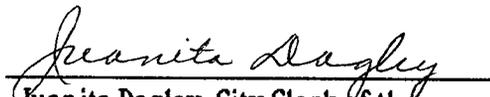
I, Juanita Dagley, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

**ORDINANCE APPROVING INTERGOVERNMENTAL
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CITY OFFICIALS.**

Said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 1st day of March, 1993, and a faithful record of said Ordinance has been made in the record books.

Dated this 1st day of March, 1993.



Juanita Dagley, City Clerk of the
City of LeRoy, Illinois

(SEAL)

INTERGOVERNMENTAL AGREEMENT - ANIMAL SHELTER SERVICES

This AGREEMENT made this 1st day of January, 1993, by and between the McLean County Board of Health, the governing body of the McLean County Health Department located in the Town of Normal, Illinois (hereinafter called "Board of Health"), and the Leroy, a municipal corporation located in the State of Illinois, County of McLean (hereinafter called "Municipality").

WHEREAS, there is a 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 of the Town of Leroy; and,

WHEREAS, the Board of Health has the capacity to provide such services through allowing access to its animal shelter during regularly scheduled business hours; and,

WHEREAS, the Municipality wishes to purchase quality shelter for dogs or cats subject to impoundment collected within its jurisdictional boundaries; and,

WHEREAS, the Board of Health wishes to provide such services to the Municipality through this Agreement;

IT IS THEREFORE AGREED AS FOLLOWS:

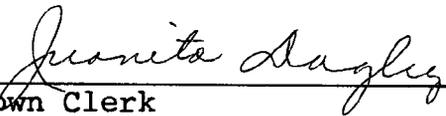
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2. The Municipality agrees to pay to the Board of Health for such services sixteen dollars (\$16.00) per animal impounded at the County Animal Shelter, upon invoice, beginning January 1, 1993, and continuing throughout the term of this Agreement.
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4. The Board of Health agrees to save and hold harmless and defend Town from and against all claims and liability for loss, damage, injury, or death arising out of acts, errors, or omissions of the Board of Health, its officers, employees, and agents under or pursuant to this Agreement.
5. The Board of Health agrees to procure and maintain a liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of the Board of Health, its officers, employees, or agents under or pursuant to this Agreement.
6. This Agreement may be terminated for any of the following reasons:
 - A. At the request of the Town, upon thirty (30) days written notice.
 - B. At the request of the Board of Health, upon (30) days written notice.
7. It is understood that the terms of this Agreement include all of the agreements made by the Board of Health and the Town without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.
8. If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to a particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

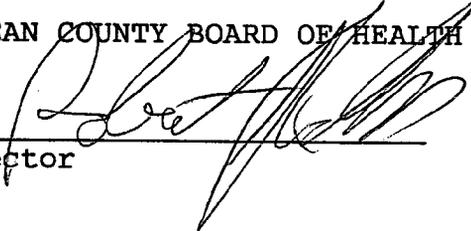
TOWN OF LEROY

By: 
Mayor

ATTEST:


Town Clerk

MCLEAN COUNTY BOARD OF HEALTH

By: 
Director