

PUBLIC SAFETY COMMITTEE MINUTES

DATE OF MEETING: December 8, 2016 at 7:00 a.m. – County Building

MEMBERS PRESENT: Cris Rogers – Chair, Sue Whitted, Christy Pruser, David Newberg and Lance Reece. Also present Dee Rentmeister, County Administrator.
Others present: Sheriff Shofner and Teresa Barnett, EMA Coordinator
Pruser left at 7:38 a.m.

MEMBERS ABSENT: None

SUMMARY OF DISCUSSION:

- Motion by Whitted, 2nd by Pruser to approve last months' minutes. Voice vote, motion carried.
- Motion by Pruser, 2nd by Whitted to approve the claims. Voice vote, motion carried.
- Mark McCandless from Paramedic Services of IL was present to request a one year extension to their current contract with the County. There will be no increase in fees for this additional year. The company had 1744 calls last year, added a fourth ambulance and will be adding a fifth ambulance to be located in the Waynesville area utilizing two basic EMTs. Mark indicated that they would like to possibly extend this contract further than 3 years as is the current practice. With the extension of one year it would bring the contract out to 2019. Committee asked Mark to let us know how many years they would like the contract and get that information to the finance committee. Motion by Newberg, 2nd by Pruser to send the contract extension to the finance committee to discuss/recommend length of contract to the full board. Voice vote, motion carried.
- Motion by Rogers, 2nd by Pruser to recommend to the full board to purchase a laptop for the Ford Explorer in the sheriff's department for \$1191.54. Sheriff Shofner explained that this was coming out of the police vehicle fund. Voice vote, motion carried.
- Motion by Whitted, 2nd by Pruser to recommend to the full board to purchase a car camera for the Ford Explorer for \$8480.92. Voice vote, motion carried.
- Motion by Newberg, 2nd by Whitted to recommend to the full board to purchase uniforms and equipment for personnel in the sheriff's office at a cost of \$5627.53. Voice vote, motion carried.
- Sheriff Shofner presented a resolution revising chapter 31.15 of the county code. The revision adds language allowing for the hiring of part time deputies within the budget restrictions and also adds language concerning jurisdiction. Motion by Rogers, 2nd by Pruser to recommend to the full board to adopt the resolution revision chapter 31.15 of the county code. Voice vote, motion carried.
- Discussion with the Sheriff concerning the storage of seized vehicles. The Sheriff indicated that he would need inside storage room for 3 vehicles. He also asked that the fencing be lined with material so that it could not be seen through. Sheriff stated that he anticipated the vehicles to be moved to the new storage location by next week.
- Teresa Barnett – EMA Coordinator was present to review revisions to the EMA Coordinator position and the EMA Assistant Coordinator position. The last several years she has been working on training her administrative assistant to be able to be promoted to the assistant coordinator. Would like to proceed with making the administrative assistant the assistant coordinator. By having an assistant coordinator this person would have the authority to act in the absence of the coordinator and also allow the coordinator to not be on call 24/7. Motion by Newberg, 2nd by Pruser to approve the revised job descriptions for the EMA Coordinator and the Assistant EMA Coordinator. Voice vote, motion carried. Motion by Pruser, 2nd by

Whitted to recommend to the finance committee to recreate the Assistant EMA Coordinator position. Voice vote, motion carried.

- Teresa informed the committee that Exelon made a \$2500 donation for the purchase of a trailer to be used by the ground search and rescue group. Scheels also made a donation to the group for equipment.
- Farmer City passed an ordinance to enter into an intergovernmental agreement with the county to provide animal control within the city limits. Motion by Rogers, 2nd by Reece to recommend to the full board to enter into an intergovernmental agreement with Farmer City for animal control within the city limits. Voice vote, motion carried.
- Rogers informed the committee that he had instituted a sign in sheet for volunteers at the animal shelter. Also discussed changing the code periodically and who is given the code. Discussed the possibility of installing a key fob system similar to the county building at the shelter. Also informed committee that there is a drainage problem in the new dog run area and will need to address.
- Motion by Newberg, 2nd by Whitted to adjourn at 8:08 a.m. Voice vote, motion carried.

COMMITTEE ACTION:

Approve last months' minutes.

Approve all claims.

Send the contract extension with Paramedic Services to the finance committee to discuss/recommend length of contract to the full board.

Recommend to the full board to purchase a laptop for the Ford Explorer in the sheriff's department for \$1191.54.

Recommend to the full board to purchase a car camera for the Ford Explorer for \$8480.92.

Recommend to the full board to purchase uniforms and equipment for personnel in the sheriff's office at a cost of \$5627.53.

Recommend to the full board to adopt the resolution revision chapter 31.15 of the county code.

Approve the revised job descriptions for the EMA Coordinator and the Assistant EMA Coordinator.

Recommend to the finance committee to recreate the Assistant EMA Coordinator position.

Recommend to the full board to enter into an intergovernmental agreement with Farmer City for animal control within the city limits.

RECOMMENDATIONS TO THE FULL BOARD:

Recommend to the full board to purchase a laptop for the Ford Explorer in the sheriff's department for \$1191.54.

Recommend to the full board to purchase a car camera for the Ford Explorer for \$8480.92.

Recommend to the full board to purchase uniforms and equipment for personnel in the sheriff's office at a cost of \$5627.53.

Recommend to the full board to adopt the resolution revision chapter 31.15 of the county code.

Recommend to the full board to enter into an intergovernmental agreement with Farmer City for animal control within the city limits.

DATE OF NEXT MEETING: January 11, 2017 at 7:00 a.m.

**AGENDA FOR THE
PUBLIC SAFETY COMMITTEE**

Date and Time of Meeting: December 8, 2015 at 7:00 a.m. County Board Room

1. Call Meeting to Order
2. Persons Wishing to Address the Committee (If requesting action, also list below in section three)
 - a.
3. Items for Discussion and Possible Action
 - a. Approve last month's minutes
 - b. Approve claims
 - c. Ambulance service contract extension
 - d. Purchase laptop computer in sheriff's department - \$1191.54
 - e. Purchase in car camera system Ford Explorer -\$8480.92
 - f. Purchase uniforms/equipment from Ray O'Herron - \$5627.53
 - g. Revisions to chapter 31.15 of the Code of Ordinances
 - h. Revisions to EMA Coordinator and Assistant job descriptions
 - i. Recommend to finance to recreate the EMA Assistant Coordinator position
 - j. Intergovernmental agreement with Farmer City for animal control
4. Items for Discussion Only (No Action Requested)
 - a.
 - b.
5. Closed Session
 - a.
6. Motion to adjourn

Posted: December 5, 2016 at 2:45 p.m.

By: Dee Rentmeister

Resolution No. _____

**RESOLUTION FOR THE AMENDMENT
OF
DEWITT COUNTY ORDINANCE § 31.15**

(County of DeWitt
(STATE OF ILLINOIS

WHEREAS, the DeWitt County Sheriff has determined that part time law enforcement is necessary given the current budget restraints in DeWitt County; and

WHEREAS, that other law enforcement agencies within DeWitt County employ trained and experienced officers that can also serve as sworn deputies; and

WHEREAS, the original ordinance contemplated that all Sheriff's Deputies be employed on a full time basis.

NOW BE IT DECLARED that the County Board of DeWitt County Illinois passes the following amended ordinance to be codified in the DeWitt County Code of Ordinances:

§31.15 NUMBER OF DEPUTIES PERMITTED IN SHERIFF'S DEPARTMENT.

- (A) The Sheriff's Department shall be allowed to have a maximum of 15 full time deputies. The Sheriff may employ as many part-time deputies as he/she sees fit in consideration of budgetary constraints.
- (B) For purposes of jurisdiction, any deputy employed part time shall be considered called upon to render aid within the entirety of DeWitt County at all times regardless of being on shift at the DeWitt County Sheriff's Office or with his/her primary agency pursuant to 725 ILCS 5/107-4(a-3). Any officer employed part time shall have authority as if he was a full time deputy for purposes of jurisdiction, regardless of his current superior officer for that shift and regardless of which law enforcement agency uniform he is currently wearing.

NOW BE IT ALSO DECLARED that the publishing company contracted by the County of DeWitt shall number the above ordinance or ordinances as appropriate during the annual publication of the DeWitt County Code of Ordinances. Until such time this ordinance shall be maintained by the County Clerk and be available for inspection or copying with the current publication of the DeWitt County Code of Ordinances, and shall be referred to as the "Amended §31.15 NUMBER OF DEPUTIES PERMITTED IN SHERIFF'S DEPARTMENT" until the republication of the DeWitt County Code has been completed. This change to the current ordinance/ordinances shall take effect immediately.

Pursuant to a roll-call vote of _____ ayes and _____ nays, such vote being a majority of the members of the DeWitt County Board in attendance and such vote having the required majority of members in attendance voting in favor, this resolution is hereby passed on this _____ day of _____, 2016.

_____ Ritter	_____ Wickenhauser	_____ Ferguson	_____ Reece
_____ Newberg	_____ Perring	_____ Pruser	_____ Redman
_____ Rogers	_____ Nimmo	_____ Tilley	_____ Whitted

County Board Chairman _____
David Newberg

Subscribed and sworn to me this _____ day of _____, 20____

County Clerk: _____

Dewitt Job Description

Job Title: Assistant EMA Coordinator
Department: Emergency Management Agency
Reports To: EMA Coordinator
FLSA Status: nonexempt
Prepared By: EMA Coordinator
Prepared Date: December 5, 2016
Approved By: Public Safety Committee
Approved Date: December 8, 2016

SUMMARY

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following.

Requires the ability to implement methods of organization and planning.

Requires ability to exercise good judgment in evaluation situations and making decisions.

Maintains official records for DeWitt County Local Emergency Planning Committee (LEPC) and serves as the Information Coordinator for this committee.

Provides status reports of county budget expenditures and assists with budget proposals.

Confers with State and other local officials on agency matters; answers, directs or refers telephone calls; provides information to public by direct discussion or correspondence; prepares and reviews correspondence; arranges for publication and distribution of informational materials such as brochures and manuals.

Maintains financial and accounting records of the EMA county budget; prepares monthly claims; obtains quotations and bids; requisitions supplies, equipment and services within limits prescribed by the EMA Coordinator; maintains inventory and controls receipt and disposition of local agency equipment; responsible for preparation, checking, correction, processing and transmission of forms and reports.

Maintains personnel records, rosters and related data concerning local agency volunteer officers and members; maintains activity, training and other operational records for the agency.

Assists in the planning, preparation and implementation of training classes for volunteer workers, discusses and interprets policy with these members; trains, assists and supervises those assigned to perform duties directly related to or involved with administrative responsibility.

Maintain confidential and/or other special files as requested.

Compiles and keeps current a list of disaster resources for County EMA and local emergency response organizations.

Performs assigned liaison functions with other officials or government departments; advises

Coordinator of problems arising in supply, fiscal and other administrative areas.

Prepares records of regulated hazardous materials facilities in the County in accordance with Title III, SARA, Emergency Planning and Community Right to Know Act of 1986.

Assists in updating the County Emergency Operations Plan (EOP) and provides current plans to key partners throughout the county.

Available for emergency duty, 24 hours a day, 7 days a week.

Activates any approved emergency plans, support organizations and available resources as needed in the absence of the EMA Coordinator.

Other duties may be assigned.

SUPERVISORY RESPONSIBILITIES

Supervises the volunteer office staff during during nuclear power plan exercises. All other supervisory responsibilities in the absence of the EMA Coordinator.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Requires knowledge, skill, and mental development equivalent to two years college, public administration, computers, budget and fiscal administration.

Requires working knowledge of computers and a variety of computer programs.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.

Ability to write reports, business correspondence, and procedure manuals.

Ability to effectively present information and respond to questions from groups of managers, clients, customers, and general public.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discount, interest, commissions, proportions, percentages, area, algebra and geometry.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

CERTIFICATES, LICENSES, REGISTRATIONS

Possession of a valid Illinois Vehicle Operator's License in the appropriate classification required by law.

PHYSICAL DEMANDS WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work environment is usually office work until there is an emergency or disaster. It can change dramatically when this occurs. During emergencies or disasters, the following conditions could be experienced:

Wet or humid conditions, work near moving mechanical parts and vehicles; fumes or airborne particles; toxic or caustic chemicals; outdoor weather conditions including extreme cold or heat; and risk of radiation. The noise level in the work environment is typically moderate. Must be physically able to coordinate the response of all disaster activities.

DeWitt County Job Description

Job Title: EMA Coordinator

Department: Emergency Management Agency

Reports To: Public Safety Committee

FLSA Status: Exempt

Prepared By: EMA Coordinator

Prepared Date: December 5, 2016

Approved By: Public Safety Committee

Approved Date: December 8, 2016

SUMMARY

Under administrative direction, has the direct responsibility for emergency planning, organizing, administering staff training, and operating the Emergency Management Agency (EMA) organization.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned by the Public Safety Committee.

Requires ability to deal effectively and cooperatively with Federal, State and Local governments, and the general public.

Forecasts operational needs, anticipates costs and develops budget recommendations; maintains department operations within the confines of existing budgetary allotments; attends various meetings, seminars and workshops.

Requires the ability to exercise good judgement in evaluating situations and making decisions.

Requires the ability to communicate effectively both orally and in writing.

Develops an emergency operating center (EOC) facility, with staffing and internal procedures to permit key executives to control operations by local forces under emergency conditions.

Develops local government emergency plans that outline which governmental forces and supporting groups will do what, under various contingencies, by coordinating the planning of all departments and groups with emergency missions, and maintaining such plans in current condition.

Arranges for the exercises to give local officials practice in directing coordinated operations under simulated emergency conditions.

Develops unique skills and capabilities not found in existing departments of government (i.e., development of radiological monitoring, warning and shelter systems, including trained personnel; and assisting police, fire and other operating departments with radiological defense and other training needs.)

Provides or arranges for training needed by the public at large or by subgroups of the public.

Acts as county liaison to Clinton Nuclear Power Station for the purpose of off-site disaster planning, training and exercising plans.

Maintains records of regulated hazardous materials facilities in the county in accordance with Title III, SARA, Emergency Planning and Community Right to Know Act of 1986.

Serves as chairperson of the DeWitt County Local Emergency Planning Committee (LEPC).

Administers the community's disaster management program (i.e. prepares budgets, applies for Federal and State financial or other assistance, administers the grant requirements and expenditures of funding, prepares reports to the county as requested and quarterly reports to the State on local disaster management activities.

Must be a county resident and be available for emergency duty 24 hours a day, 7 days a week, if or when an emergency or disaster occurs.

Performs other duties as required or assigned which are reasonable within the scope of duties enumerated above.

SUPERVISORY RESPONSIBILITIES

The EMA Coordinator supervises the EMA office personnel. Responsible for coordinating the activities of other departments, all EMA volunteers and provides resources as needed.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Requires thorough experience in disaster management planning or administration.

Requires thorough knowledge of the methods of administrative organizations, planning and supervision.

Requires knowledge of governmental structures and resources.

Requires knowledge of the background and objectives of Federal, State and local disaster emergency management programs.

Requires thorough knowledge of the principles on nonmilitary defense.

Bachelor's Degree from a four year college or university; or one or two years related experience and/or training; or equivalent combination of education and experience.

LANGUAGE SKILLS

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discount, interest, commissions, proportions, percentages, area, algebra and geometry.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

CERTIFICATES, LICENSES, REGISTRATIONS

The EMA Coordinator must be appointed by the DeWitt County Board Chairman. Possession of a valid Illinois Vehicle Operator's License in the appropriate classification required by law.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work environment is usually office work until there is an emergency or disaster. It can change dramatically when this occurs. During emergencies or disasters, the Coordinator can experience the following conditions:

Wet or humid conditions, work near moving mechanical parts and vehicles; fumes or airborne particles; toxic or caustic chemicals; outdoor weather conditions including extreme cold or heat; and risk of radiation. The noise level in the work environment is typically moderate. Must be physically able to coordinate the response of all disaster activities.

DEWITT COUNTY ANIMAL CONTROL

ANIMAL SHELTER REPORT

Month: November Year: 2016

ENDING MILEAGE: 070678 BEGINNING MILEAGE: 070129 MILES TRAVELED: 549

FUEL USED: _____ MILES PER GALLON: _____

ANIMAL IMPOUNDS

LOCATION:	DOGS:	PUPS:	CATS:	KITTENS:	OTHER:
CLINTON:	<u>3</u>	_____	<u>8</u>	<u>5</u>	_____
RURAL:	<u>1</u>	_____	<u>1</u>	_____	_____
WAPELLA:	<u>1</u>	_____	_____	_____	_____
RURAL:	_____	_____	_____	_____	_____
WAYNESVILLE:	_____	_____	_____	_____	_____
RURAL:	_____	_____	_____	_____	_____
HALLSVILLE:	_____	_____	_____	_____	_____
MIDLAND CITY:	_____	_____	_____	_____	_____
KENNEY:	_____	_____	_____	_____	_____
RURAL:	_____	_____	_____	_____	_____
LANE:	_____	_____	_____	_____	_____
WELDON:	_____	_____	_____	_____	_____
DEWITT:	<u>1</u>	_____	_____	_____	_____
RURAL:	_____	_____	_____	_____	_____
FARMER CITY:	<u>2</u>	_____	_____	_____	_____
RURAL:	<u>1</u>	_____	_____	_____	_____
SUBTOTAL:	_____	_____	_____	_____	_____

23

TOTAL ANIMALS: _____

**ANIMALS RECLAIMED/ADOPTED/EUTHANIZED/
TRANSFERRED TO OTHER AGENCIES**

	DOGS:	PUPS:	CATS:	KITTENS:	OTHER:
Reclaimed:	4				
Adopted:	1		1		
Euthanized/ Died/Killed:			1 (E) 1 Died	1 Died	
Transferred to Second Chance:	2		2	5	ASSISI Rescue
Transferred to other Licensed Facilities:			2	2	NAWS ARF Creme De La Creme Covenant Happy Tails
Held From Last Month:	1				
Held To Next Month:					

ANIMAL RECLAIMED BY OWNERS

1.	Dog John Larkin	Clinton, IL	\$40. ⁰⁰
2.	Dog Tim Sexton	Clinton, IL	\$243. ⁰⁰
3.	Dog Betty Smith	Clinton, IL	\$40. ⁰⁰
4.	Dog Billy Jo Brown	Farmers City, IL	\$40. ⁰⁰
5.			
6.			
7.			
8.			
9.			
10.			

TOTAL: \$ 383.⁰⁰

ANIMALS ADOPTED/ADOPTERS

#	ANIMAL:	ADOPTER:	CITY:	FEES PAID:
1.	Dog	Shelli Mitchell	Clinton, N	201. ⁵⁵ / ₁₀₀
2.	City	Jan Nelling	Clinton, N	\$ 48. ⁰⁰ / ₁₀₀
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
TOTAL: \$				249. ⁵⁵ / ₁₀₀

GIVE UP ANIMAL/ FOR ADOPTION

#	ANIMAL:	CITY:	FEES PAID:
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
TOTAL: \$			NA

ANIMAL BITES

DOG: 3 CAT: _____ OTHER: _____

NUMBER OF DOGS VACCINATED AGAINST RABIES: 2

NUMBER OF DOGS NOT VACCINATED AGAINST RABIES: 1

NUMBER OF CATS VACCINATED AGAINST RABIES: _____

NUMBER OF CATS NOT VACCINATED AGAINST RABIES: _____

NUMBER OF DOGS CONFINED BY

OWNER: 1 VETERINARIAN: _____ ANIMAL SHELTER: 2

NUMBER OF DOG RABIES SUSPECTS SENT TO LAB: _____

NUMBER OF CATS CONFINED BY

OWNER: _____ VETERINARIAN: _____ AT ANIMAL SHELTER: _____

NUMBER OF CAT RABIES SUSPECTS SENT TO LAB: _____

NUMBER OF OTHER RABIES SUSPECTS SENT TO LAB: _____

NUMBER OF POSITIVE DOG RABIES: _____ NUMBER OF NEGATIVE DOG RABIES: 3

NUMBER OF POSITIVE CAT RABIES: _____ NUMBER OF NEGATIVE CAT RABIES: _____

NUMBER OF OTHER POSITIVE RABIES: _____ NUMBER OF OTHER NEGATIVE RABIES: _____

ADDITIONAL INFORMATION:

Number citation \$100.⁰⁰ (Running @ large)

Tamara McFeeters
Animal Control Officer
Administrator

Date of Report: _____

DEWITT COUNTY VEHICLE USAGE LOG
 November 2016

Date	Start Mileage	Destination; Purpose	End Mileage	Initials
11/2/16	070129	Walmart (donations)	070134	MK
11/3/16	070134	Aspetuck	070146	MK
11/4/16	070146	Go Pump (fuel) plant rd (Thayer dog) count house, week		
		State, Coraent (Kiku food)	070167	MF
11/7/14	070167	906 W. Johnson (spay pit), Coraent (3 cats) 602 W. Grant (loose dog) Old Jake's bait shop (Haddock), Walnut St (wasps)		
		PV bite dog, Coraent	070239	MK
11/8/16	070239	Coraent, count house, Walnut	070268	MK
11/9/16	070268	N. George St (PV spay cat)	070275	MF
11/10/16	070275	Coraent, count house X3	070298	MF
11/11/16		- Holiday - Closed		
11/14/16	070298	54 W (dog hit by car) Coraent house X3, Coraent (dog hurt)	070329	MF
11/15/16	070329	Coraent, shut pump (gas) transport to Champaign	070428	MF
11/16/16	070429	Coraent (PV dog + cat) F.C (PV dog B.A.H.)	070481	MF
11/17/16	070481	Coraent (Post bite case)	070486	MF
11/18/16	070486	1st Christian Church (loose dog) Walnut (donations)	070500	MF
11/19/16	070500	Coraent, count house, Walnut	070523	MF
11/20/16	070523	Coraent X2, Coraent house X2,	070531	MF
11/21/16	070531	Walnut	070536	MF
11/24/16		Holiday		
11/25/16		Nat'l Day		
11/28/16	070536	Coraent (old 3 kittens) lunch count house	070548	MF
11/29/16	070548	218 S. East St (3 dogs/no) Champaign (transport), count house X2	070670	MF
11/30/16	070670	Coraent (PV paper work) lunch	070678	MF

Resolution 2016-35

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DEWITT, ILLINOIS, REGARDING REGULATION OF ANIMALS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, ILLINOIS; that the Mayor and City Clerk are hereby authorized and directed to execute on behalf of the City of Farmer City, an Intergovernmental agreement with the County of DeWitt, Illinois, regarding the Regulation of Animals, a copy of said agreement being attached hereto as Exhibit "A" and made a part of hereof.

BE IT FURTHER RESOLVED; that this resolution shall become effective immediately upon its passage.

PRESENTED to the City Council of the City of Farmer City, Illinois, this 5th day of December, 2016


PASSED AND APPROVED this 5th day of December, 2016.

AYES: 5 NAYES: 0 ABSTAIN: 0 ABSENT: 0



Michael Jenkins, Mayor

ATTEST:



Sandra I Shaw, city clerk

Resolution No. _____

**RESOLUTION FOR
INTERGOVERNMENTAL AGREEMENT WITH
CITY OF FARMER CITY**

(County of DeWitt
(STATE OF ILLINOIS

WHEREAS, pursuant to the Illinois Constitution units of government may form agreements pursuant to Article VII, Section 10; and

WHEREAS, the units of government that are making this agreement have the power to regulate animals pursuant to 510 ILCS 5/24 and 65 ILCS 5/11-20-9; and

WHEREAS, the parties to this agreement have concluded it is in the best interests of the citizens to centralize animal control within the County of DeWitt; and

WHEREAS, the City of Farmer City has approved through unanimous vote of the City Council the conditions of the intergovernmental agreement outlined below.

NOW BE IT DECLARED that the County Board of DeWitt County, Illinois hereby approves the below conditions as an Intergovernmental Agreement with the City of Farmer City, Illinois:

1. The County of DeWitt Animal Control shall serve as animal control for all the municipalities within DeWitt County that are party to this agreement. As used herein "animal control" includes those services customarily provided by DeWitt County Animal Control personnel including but not limited to the capture, storage, and disposition of animals running at large or otherwise violating State law or local ordinances.
2. The County of DeWitt shall retain the \$5 assessed for dogs found to be running at large pursuant to 510 ILCS 5/9.
3. The municipalities that are parties to this agreement shall pass an ordinance imposing no less than a \$100 fine for an animal running at large, which shall be collected and retained by the County of DeWitt for the purpose of funding animal control within the county. A copy of the local animal control ordinance shall be filed with DeWitt County Clerk.
4. The DeWitt County State's Attorney's Office has the authority to enforce animal control ordinances for the municipalities that are party to this agreement. Alternatively the legal counsel of the municipality may enforce animal control ordinances on behalf of the municipality if the State's Attorney's Office determines in its discretion to decline charges, or where the municipality gives notice to the State's Attorney that it will handle a particular violation.
5. Animal control ordinances shall include any and all ordinances passed by a unit of government that is party to this agreement, regulating or prohibiting in any manner the running at large of animals within the municipality, or otherwise prohibit the possession of animals or regulate the keeping of dangerous or vicious dogs, or prohibit attacks, bites, or shows of aggression by animals with the municipality.
6. All animals apprehended or seized by DeWitt County Animal Control pursuant to enforcement of any state law or local ordinance shall be stored at the DeWitt County Animal Shelter. All animals apprehended by municipal law enforcement shall be stored at the DeWitt County Animal Shelter.
7. DeWitt County Animal Control employees and facilities shall be managed and controlled by the DeWitt County Board and its appropriate subsidiary bodies. The DeWitt County Animal Control Officer shall report to the Public Safety Committee.
8. The parties to this agreement shall vest DeWitt County with sole discretion in admitting new parties to this agreement.
9. This agreement shall be for a term of 3 years and shall automatically renew unless the governing board of a party to the agreement sends written notice before 2 months prior to the expiration of this agreement.
10. The term of automatic renewal shall be for 3 years.

11. Any municipality may withdraw from this Agreement by giving 30 days notice to DeWitt County State's Attorney, or by failing to conform to the terms of this Agreement after 30 days notice from the State's Attorney.
12. Each party to this Agreement shall be responsible for its own conduct under the terms of this Agreement and shall indemnify and hold harmless the other parties to this agreement from and against any claim or judgment arising out of the conduct of the indemnifying party.

NOW BE IT ALSO DECLARED that the County Clerk shall retain a copy of this signed agreement together with the signed copy from the City of Farmer City.

Pursuant to a roll-call vote of _____ ayes and _____ nays, such vote being a majority of the members of the DeWitt County Board in attendance and such vote having the required majority of members in attendance voting in favor, this resolution is hereby passed on this _____ day of _____, 2016.

_____ Ritter	_____ Brown	_____ Ferguson	_____ Hoffman
_____ Newberg	_____ Perring	_____ Pruser	_____ Redman
_____ Rogers	_____ Savage	_____ Tilley	_____ Whitted

County Board Chairman _____
David Newberg

Subscribed and sworn to me this _____ day of _____, 2016

County Clerk: _____



**DEWITT COUNTY
STATE'S ATTORNEY'S OFFICE**

201 W. Washington St.
Clinton, IL 61727
Phone: (217) 935-7810
Fax: (217) 935-7819



Darrell S. Price
Assistant State's Attorney

Daniel P. Markwell
State's Attorney

Larson B. Dunn III
Assistant State's Attorney

WHEREAS, the incorporated municipalities located in the County of DeWitt desire to regulate animals; and

WHEREAS, the Illinois Constitution specifically allows for units of governments to cooperate amongst themselves and form agreements pursuant to Article VII, Section 10; and

WHEREAS, the municipalities that are parties to this agreement have the power as set forth in the Illinois Compiled Statutes to regulate animals so long as no regulation or ordinance is specific to breed pursuant to 510 ILCS 5/24, and 65 ILCS 5/11-20-9; and

WHEREAS, the County of DeWitt is authorized to regulate dogs running at large in unincorporated areas pursuant to 55 ILCS 5/5-1071; and

WHEREAS, the parties to this agreement have concluded it is in the best interests of the citizens that enforcement of law concerning animals be centralized within the County of DeWitt; and

WHEREAS, municipalities governed by the provisions of the Municipal Code may regulate animals running at large pursuant to 65 ILCS 5/11-20-9.

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1. The County of DeWitt Animal Control shall serve as animal control for all the municipalities within DeWitt County that are party to this agreement. As used herein "animal control" includes those services customarily provided by DeWitt County Animal Control personnel including but not limited to the capture, storage, and disposition of animals running at large or otherwise violating State law or local ordinances.
2. The County of DeWitt shall retain the \$5 assessed for dogs found to be running at large pursuant to 510 ILCS 5/9.
3. The municipalities that are parties to this agreement shall pass an ordinance imposing no less than a \$100 fine for an animal running at large, which shall be collected and retained by the County of DeWitt for the purpose of funding animal control within the county. A copy of the local animal control ordinance shall be filed with DeWitt County Clerk.
4. The DeWitt County State's Attorney's Office has the authority to enforce animal control ordinances for the municipalities that are party to this agreement. Alternatively the legal

counsel of the municipality may enforce animal control ordinances on behalf of the municipality if the State's Attorney's Office determines in its discretion to decline charges, or where the municipality gives notice to the State's Attorney that it will handle a particular violation.

5. Animal control ordinances shall include any and all ordinances passed by a unit of government that is party to this agreement, regulating or prohibiting in any manner the running at large of animals within the municipality, or otherwise prohibit the possession of animals or regulate the keeping of dangerous or vicious dogs, or prohibit attacks, bites, or shows of aggression by animals with the municipality.
6. All animals apprehended or seized by DeWitt County Animal Control pursuant to enforcement of any state law or local ordinance shall be stored at the DeWitt County Animal Shelter. All animals apprehended by municipal law enforcement shall be stored at the DeWitt County Animal Shelter.
7. DeWitt County Animal Control employees and facilities shall be managed and controlled by the DeWitt County Board and its appropriate subsidiary bodies. The DeWitt County Animal Control Officer shall report to the Public Safety Committee.
8. The parties to this agreement shall vest DeWitt County with sole discretion in admitting new parties to this agreement.
9. This agreement shall be for a term of 3 years and shall automatically renew unless the governing board of a party to the agreement sends written notice before 2 months prior to the expiration of this agreement.
10. The term of automatic renewal shall be for 3 years.
11. Any municipality may withdraw from this Agreement by giving 30 days notice to DeWitt County State's Attorney, or by failing to conform to the terms of this Agreement after 30 days notice from the State's Attorney.
12. Each party to this Agreement shall be responsible for its own conduct under the terms of this Agreement and shall indemnify and hold harmless the other parties to this agreement from and against any claim or judgment arising out of the conduct of the indemnifying party.