

ORDINANCE NO. 2010-12-111

**AN ORDINANCE AMENDING CHAPTER FOUR,
SECTION 4-26 OF THE URBANA CITY CODE**

(Security for Impounded Animals)

WHEREAS, the Mayor and City Council heretofore have adopted Chapter Four of the Urbana City Code to regulate animals and fowl within the City; and

WHEREAS, the Mayor and City Council find that the best interests of the City are served by amending said chapter.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Illinois, as follows:

Section 1. Urbana City Code Chapter Four, "Animals and Fowl," Section 4-26, "Disposition of impounded animals," is hereby amended by adding the following subsection thereto:

(i) If any dog, cat, or other animal commonly considered to be, or considered by the owner to be, a pet is impounded, the city may file a petition with the court requesting that the owner be ordered to post security. The security must be in an amount sufficient to secure payment of all reasonable expenses expected to be incurred by the city in caring for and providing for the animal pending conclusion of the court proceedings. Reasonable expenses include, but are not limited to, estimated medical care and boarding of the animal for 30 days. The city may file a petition with the court upon expiration of the 30-day period requesting the posting of additional security. If security has been posted in accordance with this subsection, the city may draw from the security the actual costs incurred in caring for the animal. The city must serve a true copy of the petition on the owner, either personally or by first class mail to the owner's last known address, at least five (5) business days prior to any hearing. If the court orders the posting of security, the security must be posted with the city finance department within five (5) business days after the hearing. If the person ordered to post security does not do so, the animal is forfeited by operation of law and shall be humanely euthanized, offered for adoption, or otherwise disposed of in accordance with any controlling Champaign County or City of Urbana ordinances, or provisions of state law.

State Law References: Similar provisions, Security for companion animals and animals used for fighting purposes, 510 ILCS 70/3.05.

Section 2. Those sections, paragraphs, and provisions of the Code of Ordinances, City of Urbana, that are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the Code of Ordinances, City of Urbana, other than those expressly set forth as amended or repealed in this Ordinance. The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

Section 3. This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 4. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

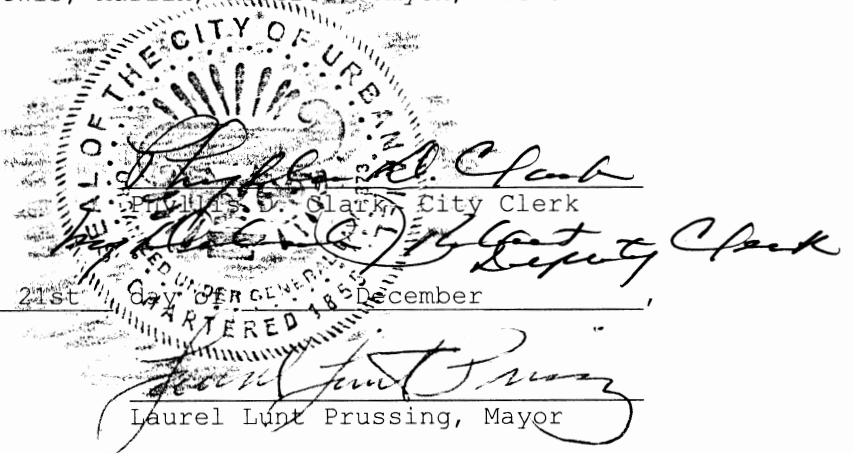
PASSED by the City Council this 20th day of December, 2010 .

AYES: Bowersox, Jakobsson, Lewis, Marlin, Roberts, Smyth, Stevenson

NAYS:

ABSTAINS:

APPROVED by the Mayor this 21st day of December, 2010 .



FILED

JAN 05 2011

**Phyllis D. Clark
City Clerk**

**AN INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL IMPOUND SERVICES
(City of Urbana – County of Champaign)**

THIS AGREEMENT is made and entered by and between the City of Urbana, an Illinois Municipal Corporation, (hereinafter referred to as “City”) and the County of Champaign, (hereinafter referred to as “County”) effective on the last date signed by a party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the County proposes to provide an animal services facility primarily for the impounding of animals for the use of local law enforcement agencies; and

WHEREAS, this Agreement is in the best interests of the City and the County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

DEFINITIONS: For the purposes of this agreement, the following definitions apply:

Animal(s) shall be defined as dogs, cats, rabbits, small rodents, ferrets, and small reptiles. The term animal(s) does not include livestock, exotic animals, or any animal considered to be a “dangerous animal” under the Illinois Dangerous Animals Act, 720 ILCS 585/0.1 *et seq.*, or any other federal or state law or regulation.

Facilities means a lab room, with associated equipment allowing for spaying/neutering, minor surgery, micro chipping, general health treatments and euthanasia.

Veterinary services include such services as rabies vaccinations, inoculations, health evaluations, treatment of minor curable diseases, spaying/neutering, and other veterinary services normally treatable by a veterinarian with the facilities that the County will be providing in the animal services facility, but expressly not including treatment of major diseases, major trauma, and unstable situations, which are to be taken care of elsewhere at City expense.

Furthermore, services do not include blood work, major surgery, or dental work.

1. **County to Provide Facilities and Services.** The County shall maintain and operate an animal services facility which includes facilities as defined above for the impoundment of animals that are seized by the City pursuant to the provisions of Chapter 4 of the Code of Ordinances, City of Urbana, 1996, as amended, entitled "Animals and Fowl" (hereinafter referred to as "Chapter 4"). The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the City. The County shall be solely responsible for the hiring and payment of facility personnel and veterinary services.
2. **Compliance with Laws; Inspections.** The County shall operate the facility in a humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations, including Chapter 4. The Chief of Police or his designee shall be entitled to inspect and examine the premises and to examine the records kept of impounded animals received from the City to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the City responsible for the manner of operation or maintenance of the facilities.
3. **Hours of Operation; Access.** The facility shall be open to the public no fewer than 8 hours per day, Monday through Friday, excluding County holidays. The facility shall be open to the public no fewer than 3 hours per day on Saturday, excluding County holidays. The County shall set the exact hours of service. City personnel shall have access to the facilities for the purpose of delivering impounded animals at all times. The County shall provide necessary keys and access cards and/or codes to the City for such purposes. The City shall be responsible for securing animals delivered and securing the facilities upon departure in the event no County staff is available.
4. **Equipment.** The County shall provide adequate facilities to house all animals delivered to it in a safe and sanitary manner. The County shall endeavor to maintain a minimum of one

run or cage for the proper housing and exercise of animals. The County shall maintain separate cages for animals of different species. The County shall have sufficient space to house the normal and customary number of animals that the City generally needs held for animal control purposes. The County shall be responsible for the cost of alternative facilities necessary in the normal course of operations. The City shall give advance notice to the County, to the extent practicable, of any extraordinary event that would result in a large influx of animals, such as the arrest of an animal hoarder. The County shall attempt to provide housing in such an extraordinary event but is unable to guarantee that housing will be provided to all animals in such a circumstance. If the County is unable to provide housing in such an extraordinary event, then the City must find housing for any animals for which the County is unable to provide housing at the City's expense. The County shall notify the City as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement.

5. **Notice of Delivery and Special Directions.** The City shall notify the County as soon as practicable of its intent to deliver animals to the facility for impound. The City shall provide information concerning the nature of the impoundment and indicate any special directions it believes may be necessary for the proper handling, care, and treatment of the animals. The County shall keep animals impounded for bite quarantine or that are infected with a contagious disease in isolation from all other animals as required by law or in the exercise of sound veterinary practices.

6. **Release of Animals.** The County shall release animals to their owners upon (a) payment of all required fees; and (b) presentment of an Urbana Police Department Property/Evidence Release receipt, attached as "Exhibit A," or verbal authorization of the Police Chief or his designee.

7. **Hold Orders; Orders of Destruction.** In the event an animal is required to be held by

administrative or court order or as otherwise required by law, the County shall hold the animal and shall not make it available for redemption, adoption, or euthanasia without written consent of the City or Court issuing the hold order. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

8. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: (a) expiration of any applicable redemption period; (b) execution of an owner-relinquishment form of the animal(s) owner(s); or (c) issuance of an order or other release authorizing the County to take ownership of the animal. The County is thereafter authorized to sell, adopt out, convey, euthanize, or otherwise dispose of the animal in whatever manner it deems appropriate. The County accepts sole responsibility for its discretionary decision.

9. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees due under the City's Schedule of Fees (Code of Ordinances, City of Urbana, Section 14-7). All fees collected on behalf of the City for animals impounded within the incorporated limits of the City shall be remitted monthly, to be received no later than the 15th day of each month.

10. **Bites.** The County shall notify the City within thirty-six (36) hours after impoundment of any incident within the city limits involving an animal impounded for biting, using the form attached as "Exhibit B."

11. **Payment.** The City shall pay the sum of \$34,940.04 annually, payable in monthly installments of \$2,911.67. If an animal must be held in the County facility beyond ten (10) days because of court or administrative hearing proceedings, the City shall remit to the County any impound fees in excess of seven (7) days' fees. At its discretion and expense, the County may hold an animal beyond seven (7) days for any reason other than court proceedings.

12. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the City and the Statutes of the State of Illinois, which shall include but shall

not be limited to, complete financial records covering fees, fines, and other charges, as well as records for each animal impounded, specifically the species, street address where seized, Urbana Police Department report number, and cause for impoundment. The County shall provide a monthly report of the number of animals received and the final dispositions of the animals. The City shall provide information concerning the status of pending cases upon request.

13. **Computer Records.** The parties shall endeavor to design/evaluate, procure, implement, maintain, and share with user agencies a computer records management program. Necessary data shall include: the number of animals housed and/or received on behalf of the City, boarding dates, date of final disposition, type of disposition, and any fees associated therewith. Such pertinent data shall be made part of the basis in determining costs associated with the impoundment services provided by the County.

14. **Duration; Termination.** This agreement shall be effective on the date that the last party to this agreement signs it and shall be effective until June 30, 2012. Either party may terminate this agreement by notifying the other party in writing at least ninety (90) days before termination is to become effective. The written notice shall be sent first class mail, return receipt requested to:

Urbana Chief of Police
400 South Vine Street
Urbana, Illinois 61801

Champaign County Administrator
1776 East Washington Street
Urbana, Illinois 61801

15. **Amendments.** This Agreement may be amended only by writing signed by both parties.

16. **Survival of Provisions.** Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, shall remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

CITY OF URBANA
An Illinois Municipal Corporation

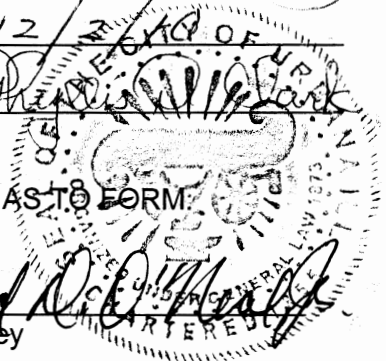
By: *Paul Perry*

Date: 12/22/2010

ATTEST: *Paul Perry*

APPROVED AS TO FORM:

Ronald D. Walsh
City Attorney



CHAMPAIGN COUNTY

By: *C. Jim Werbel*

Date: 12/22/2010

ATTEST: *Mark Skulski*

APPROVED AS TO FORM:

[Signature]
State's Attorney's Office