



# MARION COUNTY BOARD

Marion County Sheriff's Office - Basement - P.O. Box 637 - Salem, Illinois 62881  
(618)548-3400 or (618)548-3868/Fax (618)548-2226

June 7, 2024

Debbie A. Smith  
Chairwoman

Dr. Creighton Engel  
Vice-Chairman

Marion County Board  
Members

District #1  
Tracy Murray  
Brock Waggoner  
Sharon K. Woodward

District #2  
Dr. Creighton Engel  
Jack Riley  
Deborah Reed

District #3  
William "Bill" Henson  
Tyson McHenry  
Steven V. Whritenour

District #4  
Steven Bradley  
Judith Meeks-Hakim  
Christopher B. Krupp

District #5  
Adam D. Smith  
Debbie A. Smith  
David G. Iossi

Marion County Clerk,  
Recorder & Clerk of  
the County Board  
Steven A. Fox

Marion County  
Board Secretary  
Lori Linder

**TO: Bill Henson, County & Community Committee Chairman**  
**Judith Meeks-Hakim**  
**Tracy Murray**  
**Brock Waggoner**  
**Jack Riley**

**COUNTY & COMMUNITY COMMITTEE MEETING**  
**TUESDAY, JUNE 11, 2024**  
**5:30 P.M.**

**COMMITTEE CHAIRMAN BILL HENSON TO CALL MEETING TO ORDER**  
**PLEDGE OF ALLEGIANCE TO THE FLAG LED BY BILL HENSON**  
**ROLL CALL BY LORI LINDER, MARION COUNTY BOARD SECRETARY**

**RECOGNITION OF GUESTS:**

**THOSE WHO WISH TO ADDRESS THE COMMITTEE:**

**DISCUSSION/ACTION/MOTION BY COMMITTEE:**

- 1. Marion County Animal Control**
  - a. Animal Shelter Agreement**
  - b. Email from State's Attorney Tim Hudspeth**

**ADJOURN:**

DEBBIE SMITH, MARION COUNTY BOARD CHAIRWOMAN



## ANIMAL SHELTER AGREEMENT

THIS AGREEMENT is made this 14<sup>th</sup> day of MAY, 2013, between the City of Centralia, a municipal corporation, hereinafter referred to as CITY, and the County of Marion, Illinois, a county government, hereinafter referred to as COUNTY.

### RECITALS

- A. County employs its own Animal Control Warden to enforce animal control laws within the unincorporated area of the County.
- B. In performance of his duties, said Animal Control Warden has to impound dogs which need to be held in a suitable animal shelter.
- C. County does not own or operate an animal shelter.
- D. City owns and operates an animal shelter within Marion County, Illinois.
- E. The parties desire to enter into an agreement to allow County to impound dogs at City's animal shelter.

In consideration of the mutual promises herein contained, the parties hereto contract and agree as follows:

1. All previous agreements regarding animal shelter services between the parties are terminated and superseded by this agreement.
2. This agreement shall be in full force and effect until December 1, 2013, and shall commence after approval by both units of local government.
3. The term of this agreement shall be thereafter extended for additional one year terms unless either party notifies the other party in writing on or before November first of that year of its decision to cancel and terminate this

agreement, unless either party elects to terminate this Agreement upon 90 days written notice to the other party.

4. Unless CITY notifies COUNTY on or before October first of each year of a proposed rate increase for any subsequent year, the rates charged by CITY to COUNTY shall remain the same.
5. As compensation for CITY'S services, COUNTY shall pay CITY the sum of \$3,000.00 per month.
6. CITY does hereby authorize COUNTY to impound in CITY'S animal shelter those dogs picked up by the Marion County's Animal Control Warden in the performance of his duties in the unincorporated areas of Marion County.
7. CITY shall:
  - (a) keep, maintain, adopt out and/or dispose of any dog so impounded in its animal shelter by COUNTY as provided for in the ordinances of and procedures established by CITY, or at the direction of the Animal Control Administrator and/or Animal Control Warden.
  - (b) shall keep its animal shelter and surrounding area clean, free of debris and in a sanitary condition.
  - (c) shall provide necessary food, care and veterinary services for all animals so impounded.
8. All proceeds from the adoption programs or from the reclamation of the impounded dog by their owners shall be the sole property of CITY.
9. CITY shall bill COUNTY monthly for its services rendered pursuant to this agreement. Said bills shall be paid within thirty days to the City Treasurer of CITY.

IN WITNESS WHEREOF, the parties have executed this agreement this 14th

day of May, 2013.

MARION COUNTY, ILLINOIS

By Erwin H. Hahn  
County Board Chairman  
Erwin H. Hahn

ATTEST:

Steven A. Fox  
County Clerk & Clerk of the County Board  
Steven A. Fox

CITY OF CENTRALIA, ILLINOIS

By [Signature]  
City Manager

ATTEST:

Tanya Bundy  
City Clerk

## Animal Shelter

Tim Hudspeth <thudspeth@marionco.illinois.gov>

Fri 1/26/2024 7:13 AM

To:Debbie Smith <dsmith@marionco.illinois.gov>

Cc:Bill Henson <bhenson@marionco.illinois.gov>

Good morning, Debbie and Bill.

I've reviewed the Animal Shelter Agreement between the City of Centralia and Marion County dated May 14, 2013. According to paragraph 6 of this Agreement, the City authorized the County to impound in the City's animal shelter dogs picked up by the Marion County Animal Control Warden in the unincorporated areas of Marion County. It does not include the impoundment of any dogs picked up in the incorporated areas of Marion County. In other words, the City of Centralia does not have to accept any dogs the Marion County Animal Control Warden picks up inside the corporate limits of a city, town, or village.

I hope this answers the question presented to me in regards to the animal control contract between the City of Centralia and Marion County. Please reach out to me if you have any further questions.

Thanks,

*Timothy J. Hudspeth*

Timothy J. Hudspeth  
Marion County State's Attorney  
100 E. Main, Room 107  
Salem, IL 62881  
Phone: (618) 548-3860  
Fax: (618) 548-1578