

IN THE VILLAGE OF CENTERTOWN, MISSOURI

Bill No. 0021-013

Ordinance No. 229

AN ORDINANCE OF THE VILLAGE OF CENTERTOWN, MISSOURI REGULATING CANINE CONFINEMENT AND CONTROL

BE IT ORDAINED BY THE TRUSTEES OF THE VILLAGE OF CENTERTOWN, MISSOURI AS FOLLOWS:

It shall be unlawful for the owner or keeper of any dog to fail to keep the dog, at all times, in any of the following manners while inside the Village limits of Centertown:

- 1. Confined within the premises of the owner;
- 2. Firmly secured by means of a collar and chain or other device so that it cannot stray beyond the premises on which it is secured; or
- 3. Under the physical control of some person when off the owner's premises

All canines found running at large in the village are hereby declared to be a public nuisance and shall be subject to impoundment and placed in a county shelter facility. Impounded animals may be redeemed pursuant to county or village ordinances or regulations then in force and effect. The owner shall be liable for all costs associated with the pick up of the canine by Animal Control and all costs required for its release by the county shelter.

FIRST READING HELD: June 29, 2021

SECOND READING HELD AND FINAL PASSAGE ON THIS 29th DAY OF June, 2021 BY THE FOLLOWING VOTE.

	AYE	NAY
Adam Brown	<u>  X  </u>	<u>      </u>
Debra Baker	<u>  X  </u>	<u>      </u>
Heather Hunger	<u>Absent</u>	<u>      </u>
Paula Hinshaw	<u>  X  </u>	<u>      </u>
Travis LePage	<u>  X  </u>	<u>      </u>

SIGNATURE ON FILE

Adam Brown, Chairman

ATTEST:

SIGNATURE ON FILE

Village Clerk

## **AGREEMENT FOR LAW ENFORCEMENT SERVICES**

This agreement is entered into, pursuant to 57.101 of the Revised Statutes of Missouri, by the Village of Centertown, Missouri, hereinafter referred to as the "City", the Cole County Sheriff's Department, hereinafter referred to as the "Sheriff," and the County of Cole, hereinafter referred to as the "County".

### **WITNESSETH:**

In consideration for the mutual covenants, promises and representation in the agreement, the Parties hereto agree as follows:

1. The Sheriff hereby agrees to deploy a deputy or deputies, in his sole discretion, to enforce the duly-passed City Ordinance for animal control. This ordinance is attached hereto as Exhibit A. As such, said deputies shall have the same power and authority to enforce said ordinance as would the City Police. Sheriff further agrees that said deputies shall be duly-appointed and certified law enforcement officers as provided for by law.
2. The effective date for this Agreement shall be September 1, 2021 and shall terminate on August 31, 2022. Either Party, in its sole discretion, may terminate this contract at any time. In the event neither party terminates the contract pursuant to the terms of this paragraph, it shall automatically renew for a period of one year, until otherwise terminated.
3. The City agrees during the duration of this Agreement to pay the General Revenue Fund of Cole County any overtime costs necessary for court appearances related to municipal ordinance violations and special enforcement. The City further agrees to pay the sum of \$100.00 per animal transported to the Jefferson City Animal Shelter to the General Revenue Account of the County when said animal is transported from within the city limits of Centertown.
4. The execution of this Contract by the parties shall authorize the deputy or deputies to enforce the agreed municipal ordinance of the City. However, said deputy or deputies are not, and shall not be, regarded as agents or as an agency of the City.
5. The manner in which these services are rendered, the standards of performance, the discipline of the officers and other matters incident to the performance of these services and the control of personnel so employed, shall remain in the discretion of the Sheriff of Cole County. In the event of a dispute between parties as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of these police services, the determination thereof made by the Cole County Sheriff shall be final and conclusive. Nothing contained herein restricts county deputies from performing other duties for the Sheriff inside or outside the corporate limits of the City.

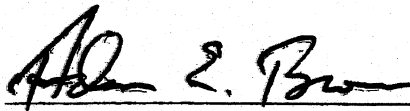
6. All persons employed in the performance of such services and functions pursuant to this Agreement for the City shall be County employees and no person employed hereunder has any City pension, civil service, or any status of right.

7. This Agreement embodies that entire agreement and understanding of the Parties hereto with respect to the subject matter contained herein. The Parties hereby declare and represent that no promise, inducement, or agreement not herein expressed has been made, and that the Parties hereto acknowledge that the terms and condition of this Agreement are contractual and not a mere recital.

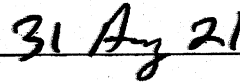
8. By signing this Agreement each Party represents to the other that it has the authority to enter into this Agreement and that all necessary votes have been taken, ordinances passed and all other acts needed to complete the contemplated transaction have been completed. The Parties further agree that this agreement shall be binding on their respective successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the day and year first above written

**VILLAGE OF CENTERTOWN**

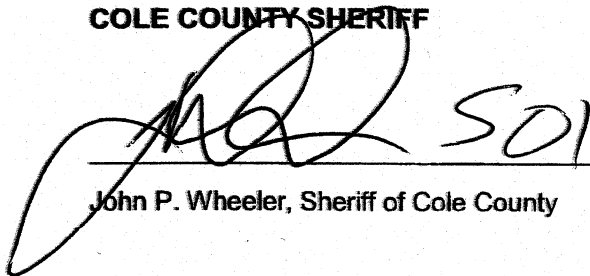


Mayor



Date

**COLE COUNTY SHERIFF**



John P. Wheeler, Sheriff of Cole County



Date

COLE COUNTY COMMISSION

Sam Bushman 9/14/21  
Sam Bushman, Presiding Commissioner Date

Jeff Hoelscher  
Jeff Hoelscher, Eastern District Commissioner Date

Harry Otto 9/14/21  
Harry Otto, Western District Commissioner Date

Attest:

Steve Kossing  
County Clerk

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