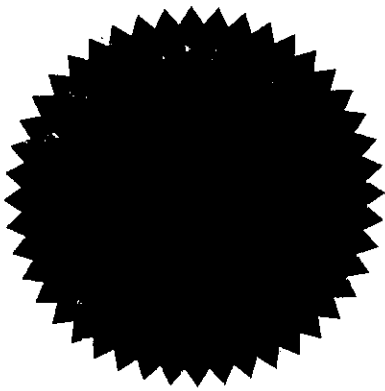


ORDINANCE 4863

PAMPHLET

FRONT OF PAMPHLET

AN ORDINANCE AMENDING TITLE 9, CHAPTER 90, SECTION 90.06 IN REGARD TO TRAPPING ANIMALS



PUBLISHED IN PAMPHLET FORM THIS 8 TH DAY OF SEPTEMBER, 2000.
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.

Lorraine E. Gerhardt
Lorraine E. Gerhardt
Village Clerk

AN ORDINANCE AMENDING TITLE 9, CHAPTER 90, SECTION 90.06 OF THE LOMBARD VILLAGE CODE IN REGARD TO TRAPPING ANIMALS

BE IT ORDAINED by the President and Board of Trustees of the Village of Lombard,

DuPage County, Illinois, as follows:

Section 1: That Title 9, Chapter 90, Section 90.06 of the Lombard Village Code is

amended to read in its entirety as follows:

"90.06 TRAPPING

(A) It is unlawful for any person to set a trap to hunt animals of any kind within the Village. It is unlawful for any person to set, in land or in water, any leghold, open-jaw type trap. Notwithstanding the foregoing, live traps may be used to capture dangerous or vicious animals at large, or for the purpose of capturing and relocating wild/feral animals which have become a nuisance.

(B) The Lombard Police Department shall have the authority to furnish a live animal trap for the capture of dangerous or vicious animals or to capture and relocate wild/feral animals which have become a nuisance to any village resident who agrees to indemnify and hold the Village harmless from damages and/or losses suffered in the use of the trap, and who provides a refundable deposit of \$50.00 which may be retained in part or whole by the Village if any repair or replacement are made necessary by the renter's use of the trap or if the trap is returned in an unclean condition. The Police Department shall provide written manufacturers' instructions with each live animal trap but shall not provide individual instruction in its use."

Section 2: That this Ordinance shall be in full force and effect from and after its passage,

approval and publication in pamphlet form as provided by law.

Passed on first reading this 17th day of August, 2000.

First reading waived by action of the Board of Trustees this _____ day of

_____, 2000.

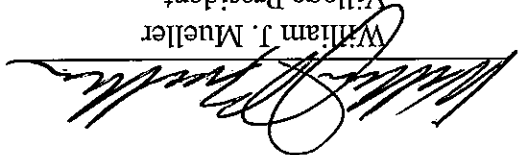
Passed on second reading this 7th day of September, 2000.

AYES: Trustees Borgatell, Tross, Sebby, Florey, Kufirin, Jr.

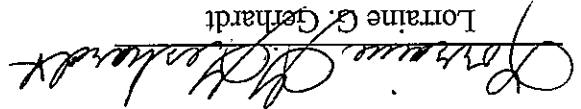
NAYS: None

ABSENT: Trustee Schaffer

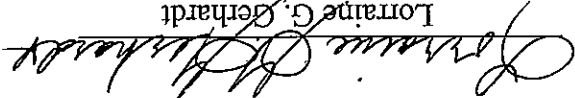
APPROVED this 7th day of September, 2000.


William J. Mueller
Village President

ATTEST:


Lorraine G. Gerhardt
Village Clerk

Published by me in pamphlet form this 8th day of September, 2000.


Lorraine G. Gerhardt
Village Clerk

AGREEMENT FOR USE OF LIVE ANIMAL TRAP

I _____, the undersigned, in consideration for the Village of

Lombard (the "Village") providing me with temporary use of a live animal trap (the "Trap") to be used to capture vicious or dangerous animals or to capture and relocate wild/feral animals which

have become a nuisance, I agree to the provisions contained herein.

I agree to deposit with the Village Police Department \$50.00 to be refunded to me upon my

return of the Trap less any amount needed for repair or replacement of the Trap if it is not returned

in the same or better condition then its condition on the day I received it, excepting normal wear and

tear. I further agree to return the Trap in a clean and sanitary condition and if I do not, I agree that

the Village may retain a reasonable portion of the deposit for cleaning the Trap.

I hereby acknowledge receipt of the manufacturer's written instructions regarding use of the

Trap and acknowledge that I have been advised to follow said instructions by the Village.

I hereby agree to indemnify and hold harmless the Village, its officers, agents, employees,

representatives and assigns from any and all claims, lawsuits, damages, losses, judgments,

settlements and all costs and fees associated therewith, including attorneys' fees, which are brought

or made because of injuries, death or damage to property related to the transportation, possession or

use of the Trap.

I hereby waive and relinquish all claims against the Village, its officers, agents, employees,

representatives and assigns for damages or losses I may sustain from my transportation, possession

or use of the Trap including damages from physical injury or death and property damage.

I hereby fully release and discharge the Village, its officers, agents, employees,

representatives and assigns from all liability for claims arising from my transportation, possession

or use of the Trap and I hereby agree to assume the full risk of any injuries, including death or damages to property or losses that I may sustain as a result of my transportation, possession or use of the Trap or any activity connected or associated therewith.
I have read and fully understand this agreement and the indemnification, waiver and release provisions herein.

Date: _____

Signature

Name (printed)

Address (printed)

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