

**ORDINANCE 6364**

**ORDINANCE AUTHORIZING THE SALE AND/OR DISPOSAL  
OF MUNICIPAL OWNED PERSONAL PROPERTY**

**WHEREAS**, in the opinion of the majority of the Corporate Authorities of the Village of Lombard, it is no longer necessary or useful to or in the best interest for the Village of Lombard to retain the following described personal property:

**Police Department**

One Belgian Malinois Canine Dog named Doc now owned by the Village of Lombard; and said personal property having minimal resale value; and

**WHEREAS**, The Village routinely declares such type of personal property surplus and the best interest of the Village of Lombard will be served by its sale to Officer Bruce Bradford in "as is" condition for \$1.00 (one dollar).

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:**

Section 1: Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees find the following described property:

**Police Department**

One Belgian Malinois Canine Dog named Doc

now owned by the Village of Lombard is no longer necessary or useful to the Village of Lombard, that there is minimal resale value for said personal property in that there is minimal market therefor, and that the best interest of Lombard will be served by its sale to Officer Bruce Bradford in "as is" condition for \$1.00 (one dollar).

Section 2: Pursuant to said 65 ILCS 5/11-76-4, the Village President and Clerk are hereby authorized and directed to dispose of the aforementioned personal property now owned by the Village of Lombard in the manner as set forth above.

Section 3: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2009

First reading waived by action of the Board of Trustees this 20<sup>th</sup> day of August, 2009

Passed on second reading this 20<sup>th</sup> day of August, 2009

Ayes: Trustees Gron, Tross, Wilson, \_\_\_\_\_ Fitzpatrick and Ware

Nays: None

Absent: \_\_\_\_\_ Trustee Moreau

Approved this 20<sup>th</sup> day of August, 2009



**William J. Mueller**  
**Village President**

ATTEST:



**Brigitte O'Brien**  
**Village Clerk**

APPROVAL AS TO FORM:

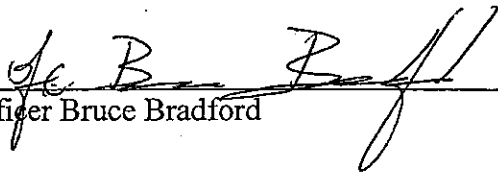
\_\_\_\_\_  
**Thomas P. Bayer**  
**Village Attorney**

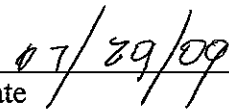
## TRANSFER OF OWNERSHIP AGREEMENT

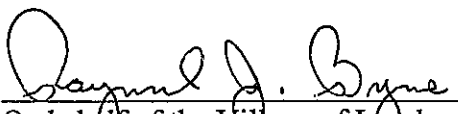
This is an Agreement by and between the Village of Lombard Police Department (hereinafter the "Village"), and Officer Bruce Bradford. The parties are desirous of working out mutually agreeable arrangements for the retirement of the Village's canine dog, Doc, to Officer Bruce Bradford.

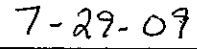
1. The parties hereby agree that, effective with the signing of this Agreement, Doc will be retired from service for the Village.
2. As a result of the retirement, the Village agrees to transfer ownership of Doc to Officer Bruce Bradford at no cost. Officer Bradford understands and agrees that the Village offers no warranty as to the current or future condition or health of Doc. Officer Bradford agrees to accept ownership of Doc "as is" and that he is taking full responsibility for any and all costs associated with the care and maintenance of Doc. This includes, but is not limited to, the cost of all medical care, maintenance, housing, food and personal care items. This transfer means that all ownership and rights after the signing of this Agreement belong to Officer Bradford.
3. Officer Bradford agrees that he will not put Doc into service as a canine drug/patrol dog for any entity at any time in the future, including actual use in narcotics searches, detection or patrol functions, as well as for any training associated with narcotics searches, detection or patrol functions. Officer Bradford agrees not to sell Doc for profit, loan Doc out, or give him away. Officer Bradford agrees that he will keep Doc strictly as a pet.
4. Officer Bradford agrees that any and all of Doc's certifications for conducting narcotics detection, searches or patrol functions will expire upon Doc's retirement from service with the Village. Officer Bradford agrees that he will not attempt to re-certify Doc for narcotics detection, searches and patrol functions, and will not offer Doc's services to any private or public entity, or personally use Doc for narcotics detection or patrol functions.
5. Officer Bradford agrees to return any and all Departmental property, including the kennel at Officer Bradford's private residence, issued for use with canine drug/patrol dogs, at the direction of the Chief of Police.
6. Officer Bradford agrees to hold the Village of Lombard harmless and also agrees to file no claim of any kind, including but not limited to, a grievance, lawsuit, or any other claim or suit arising out of Doc's service to the Village, Doc's retirement as a canine drug/patrol dog from the Village, or Officer Bradford's claim for salary or benefits for prior maintenance and care of Doc. This Agreement does not waive any rights that Officer Bradford may have under the Fair Labor Standards Act (state or federal).
7. Officer Bradford agrees not to retrain Doc for other police-related services (i.e., patrol, search, etc.) for the purposes of financial gain.

8. This document is the full and complete agreement between the parties regarding this matter. The parties' signatures below constitute consent to the Agreement and transfer of ownership of Doc to Officer Bradford.

  
\_\_\_\_\_  
Officer Bruce Bradford

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of the Village of Lombard  
Police Department

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
WITNESS

