

#070478

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

DISTRICT # _____
 Resolution or Ordinance (Blue) Waiver of First Requested
 Recommendations of Boards, Commissions & Committees (Green)
 Other Business (Pink)

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager *DH*

DATE : August 7, 2009 B of T August 20, 2009

SUBJECT: Disposal of Village Property - Canine Dog - Doc

SUBMITTED BY: Deputy Chief Dane Cuny

BACKGROUND/POLICY IMPLICATIONS:

Request approval to sell retiring canine dog "DOC" to Officer Bruce Bradford for one dollar.
We are requesting waiver of first reading.

Fiscal Impact/Funding Source:

Review (as necessary):

Finance Director

Village Manager

Date _____
Date 8/10/09

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda distribution.



LOMBARD POLICE DEPARTMENT

To: Chief Ray J. Byrne

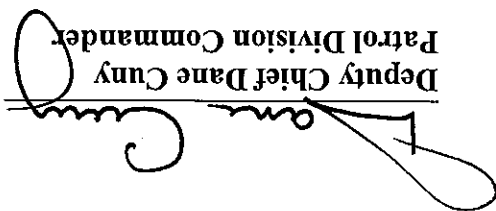
**From: Deputy Chief Dane Cuny
Patrol Division Commander**

Date: August 7, 2009

Subject: Disposal of Canine Dog "Doc"

The police department is retiring our current canine dog "Doc" after 5 years of service. As is customary and specified in our canine policy, the ownership of the dog should transfer to the handler as a pet. Officer Bruce Bradford wishes to retain Doc as a family pet and has signed the attached Transfer of Ownership Agreement.

We are therefore requesting Village Board approval to transfer ownership of the Belgian Malinois canine named Doc to Bruce Bradford.


Deputy Chief Dane Cuny
Patrol Division Commander

Attachment

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

ORDINANCE

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 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 5/1-76-4, 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 5/1-76-4, 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 _____ day of _____, 2009

Passed on second reading this _____ day of _____, 2009

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2009

ATTEST:

William J. Mueller
Village President

Bridgette 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.

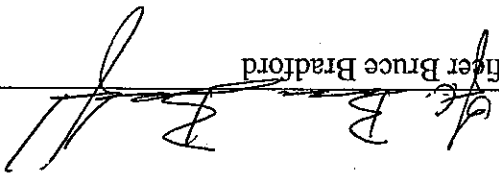
4. Officer Bradford agrees that any and all of Doc's certifications for conducting narcotics detection, searches or patrol functions will expire upon Doc's retirement from service with the Village. Officer Bradford agrees that he will not attempt to re-certify Doc for narcotics detection, searches and 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.

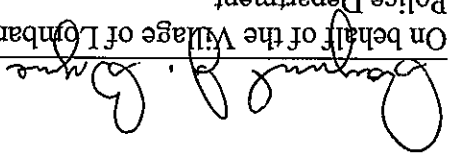
5. Officer Bradford agrees to return any and all Departmental property, including the kennel at Officer Bradford's private residence, issued for use with canine drug/patrol dogs, at the direction of the Chief of Police.

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.

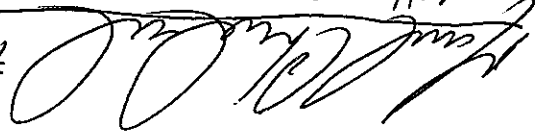
8. This document is the full and complete agreement between the parties regarding this matter. The parties' signatures below constitute consent to the Agreement and transfer of ownership of Doc to Officer Bradford.

Officer Bruce Bradford


On behalf of the Village of Lombard
Police Department


Date
7/29/09

Date
7-29-09

#768

witness

7-29-09