

SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 17-51

**AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY
OF THE VILLAGE**

DAVE KIMSEY, Village President
AMY DAHLKAMP, Village Clerk

TERRY FOUNTAIN
BRETT GERGER
NINA LINDHORST
RYAN MANN
MATT MAU
PAUL SCHERSCHEL
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Chatham
on Dec. 26, 2017

Sorling Northrup – 1 N. Old State Capitol Plaza, Suite 200, Springfield, IL 62705

ORDINANCE NO. 17- 51

**AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY
OF THE VILLAGE**

WHEREAS, the Village of Chatham (“Village”), Sangamon County, State of Illinois, is a duly organized and existing Village created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-76-4, grants municipalities with a population less than 500,000 the authority to sell and dispose of personal property it determines, by a simple majority of the corporate authorities, to be no longer useful and necessary; and

WHEREAS, the Village has employed and utilized a trained police dog, Bella, for police operations that required searching and tracking; and,

WHEREAS, Bella has had the same handler and partner, Officer James Richards, for the duration of its service on the force; and,

WHEREAS, Bella has served the Village of Chatham well but has reached the age where she can no longer perform her duties and has no value to the Village; and,

WHEREAS, Officer Richards has at all times been responsible for the daily care and feeding of Bella and wishes to take ownership and possession of Bella and agrees to accept full ownership and future responsibility of and for Bella; and,

WHEREAS, the parties entered into a Memorandum of Understanding (**Exhibit A**) on September 6, 2016, that provided, among other things, that upon the police dog’s retirement from the force, the Village would offer its handler the option to purchase it for One Dollar (\$1.00); and,

WHEREAS, the Corporate Authorities of the Village have agreed to turn over full ownership and responsibility of Bella to Officer Richards for the sum of One Dollar (\$1.00).

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Chatham, County of Sangamon, as follows:

Section 1. Recitals. The above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. Retirement. The President and Board of Trustees of the Village of Chatham find that police dog Bella has served the Village well and has reached an age wherein retirement is in her and the Village's best interests.

Section 3. Transfer of Bella. The President and Board of Trustees of the Village of Chatham find that police dog Bella is no longer necessary or useful to the Village and their best interests will be served by the transfer of ownership and future responsibility of Bella to Officer Richards for the sum of One Dollar (\$1.00). Officer Richards may take ownership of Bella upon the execution of "Assumption of Risk, Waiver, and Release from Liability" agreement in substantially the same form as attached hereto and incorporated herein as **Exhibit B**.

Section 4. Authorization. The Village Manager is hereby authorized to take all steps necessary to transfer the ownership of police dog Bella to Officer Richards.

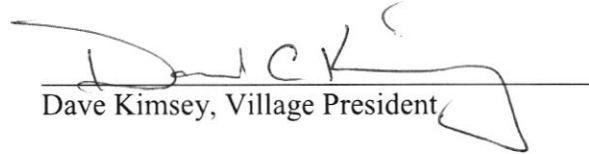
Section 5. Repeal & Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Forsyth prior to the effective date of this ordinance.

Section 6. Effective Date. 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 this 26th day of December, 2017 in the Village of Chatham,
Sangamon County, Illinois.

	YES	NO	ABSENT	PRESENT
TERRY FOUNTAIN	X			
BRETT GERGER	X			
NINA LINDHORST			X	
RYAN MANN	X			
MATT MAU			X	
PAUL SCHERSCHEL	X			
DAVE KIMSEY				
TOTAL	4	0	2	

APPROVED by the President of the Village of Chatham, Illinois this 26th day of
Dec, 2017.


Dave Kimsey, Village President

Attest:

Amy Dahlkamp, Village Clerk

EXHIBIT A
MEMORANDUM OF UNDERSTANDING

EXHIBIT B
ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY

MEMORANDUM OF UNDERSTANDING

REGARDING

THE CARE OF POLICE CANINE KNOWN AS "BELLA"

Whereas the parties desire to enter into this Memorandum of understanding regarding the care and custody of Police canine known as Bella.

Whereas the Union recognizes the large financial investment the Village has made in the creation and maintenance of the police canine program.

Whereas the Village currently has an eight-year old canine by the name of "Bella" who is currently being handled by Village Police Officer James Richards. Officer Richards is responsible for the maintenance and care of Bella.

Whereas Bella currently resides at the residence of Officer Richards.

Whereas it is the parties intent to limit liability to both the Village and its employees while at the same time seeking to maintain the canine's operational capacity for as long as practicable.

IN CONSIDERATION of mutual promises, covenants and understandings contained herein and in the parties' collective bargaining agreement executed by their duly authorized representatives and/or agents, the parties mutually agree to the following terms and conditions:

The parties agree that the following rules will be maintained for Bella while she is off duty:

- a. Bella shall be kenneled for any period of time she is outside the presence of the canine officer. Canine Officer Richards shall pay for said kennel that will be used in the inside of the residence.
- b. Further, Bella shall be kenneled at home (by Officer Richards) if anyone other than the Officer Richard's immediate family is present. For the purpose of this MOU immediate family shall be interpreted in a manner consistent with those persons/individuals referenced in Article III, section 1 (funeral leave) of the parties collective bargaining agreement.
- c. Canine Officer Richards shall provide homeowner insurance policy coverage for Bella which will cover any bites or injuries caused by Bella at his residence.

- d. Canine Officer Richards will sign a waiver and release to the Village of Chatham for any and all bites or injuries caused by Bella that occur within the residence to family and/or any individuals who come to Canine Officer Richards' residence.

Agreed to this ____ day of March, 2017

FOR THE EMPLOYER:

FOR THE UNION:

Village of Chatham Date

F.O.P Bargaining Committee Date

F.O.P Bargaining Committee Date

F.O.P Bargaining Committee Date

ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY

This ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY (“**Release**”) is made this _____ day of _____, 2017, by _____.
(Printed Name)

RECITALS:

WHEREAS, Officer James Richards (“**Officer Richards**”) currently has an eight year old canine “Bella” that is owned by the Village of Chatham (the “**Village**”) maintained and handled at his property; and

WHEREAS, Bella has been residing inside the residence of Officer Richards and has been allowed by Officer Richards to run freely throughout Officer Richards’ home; and

WHEREAS, Bella is retiring from the Village of Chatham Police Department and the Village is transferring permanent ownership of Bella to Officer Richards; and

WHEREAS, the Village is willing to transfer ownership if Officer Richards indemnifies, defends and holds the Village harmless for any and all actions, bites or injuries that Bella causes or participates in from the date of her transfer, and therefore:

RELEASE:

1. I recognize that Bella is a trained police dog that is being transferred “as is”. I understand that the Village makes no representations, warranties, guarantees, or statements of any kind or nature regarding (i) the physical or mental health of Bella, (ii) the training that Bella has received, or (iii) the temperament, disposition, or suitability of Bella for any use whatsoever.

2. My acquisition of Bella is desired and entirely voluntary and is not and was not in any way, either actual or implied, a condition of employment by the Village of Chatham.

3. Upon transfer, I shall be fully responsible, financially and otherwise, for any care or medical treatment required by Bella, whether or not such care or medical treatment arises out of or in connection with a condition of Bella’s existence prior to the transfer.

4. I understand and acknowledge that allowing Bella inside the residence involves risk of possible serious injury, including permanent disability and death, and that the Village does not either expressly or impliedly, warrant any action or inaction of Bella. SPECIFICALLY, I ACKNOWLEDGE AND AGREE THAT BELLA BEING ALLOWED TO BE INSIDE MY RESIDENCE WITH THE RESTRICTIONS AS SET FORTH IN THE MEMORANDUM OF UNDERSTANDING AND ORDINANCE TRANSFERRING THE OWNERSHIP OF BELLA TO ME MEANS THAT I AM SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES, BODILY OR INJURY TO REAL PROPERTY OR DEATH THAT BELLA MAY CAUSE.

5. I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the Village and its insurers, employees, officers, the Village Board or Mayor, shall not, to the fullest extent permitted by law, be liable for any damages arising from injuries (including death) sustained by me or those I permit to use or visit my residence, in, on, or due to my ownership of Bella, regardless of the nature and/or cause of such injuries. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur due to actions or inactions caused by Bella, and I hereby fully and forever release and discharge the Village, its insurers, employees, officers, directors, Village Board and Mayor, to the fullest extent permitted by law, from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the allowance of Bella inside my residence.

6. I expressly agree to indemnify and hold the Village harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person, or entity that may arise from injuries or damages caused by Bella after the Village transfers ownership to me.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Signature

Date