

RESOLUTION NO. 4958

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KEWANEE, ILLINOIS APPROVING THE RETIREMENT OF K-9 RACKY AND A PURCHASE AGREEMENT FOR K9 RACKY BY LT. WILLIAM RIVORD FOR THE SUM OF (\$1) ONE DOLLAR AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SALE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, the Chief of Police was advised by the Kewanee Police Department's current K-9 handler, Lt. William Rivord, during the FY 16 budget development process, that the current K-9 Racky was in his 8<sup>th</sup> year of service to the City Department and would be 10 years old in February 2016, and that the time had come to give consideration to his retirement and replacement in the upcoming year, and;

WHEREAS, Based on that information, the City Council budgeted funding for the purchase of a new replacement K-9 in FY16, and;

WHEREAS, due to the advancing age of the K9, consideration of the recent and future costs associated with maintaining the health of the K9, the City has determined there to be a minimal equitable value remaining in the City K9 asset; and,

WHEREAS, K-9 Racky's years of service has provided assistance to officers in the City of Kewanee and the Henry County region in vehicle and building searches, suspect tracking and apprehension and the protection of his handler, and;

WHEREAS, in keeping with the dog's best welfare in mind, the Chief of Police does not object to Racky remaining with Lt. Rivord and recommends allowing him to purchase the dog from the City for \$1 (one dollar), and;

WHEREAS, the Police Department's newest K-9 handler, Eric Peed, and his new K-9 partner, Roscoe, will complete basic K-9 training on or about January 1, 2016 and be ready to deploy into the field shortly thereafter.

NOW, THEREFORE, BE IT RESOLVED by the Kewanee City Council, in Council assembled, as follows:

- Section 1      The City Council does hereby authorize the retirement of K-9 Racky and extend the City's many thanks for an outstanding career of service to the City of Kewanee and the surrounding region.
- Section 2      The City Manager is hereby authorized to execute the sale agreement (Attachment A) with Lt. William Rivord wherein K-9 Racky will be allowed to live out the remainder of his life in the care of Lt. Rivord.

Section 3 This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

Adopted by the Council of the City of Kewanee this 11<sup>th</sup> day of January 2016.

ATTEST:



Melinda Edwards, City Clerk



Steve Looney, Mayor

RECORD OF THE VOTE	YES	NO	ABSTAIN	ABSENT
Mayor Steve Looney	X			
Councilmember Andrew Koehler				X
Councilmember Mike Yaklich	X			
Councilmember Kellie Wallace-McKenna	X			
Councilmember Deann Schweitzer	X			



**Appendix A**

**AGREEMENT BETWEEN POLICE LIEUTENANT WILLIAM RIVORD  
AND  
THE CITY OF KEWANEE, ILLINOIS  
RELATING TO THE PURCHASE OF A POLICE K-9**

This agreement is made by and between the City of Kewanee, hereinafter "City" and Kewanee Police Lieutenant William Rivord, hereinafter "Lieutenant" according to the below referenced understandings, terms and conditions.

WHEREAS, Lieutenant is a police Lieutenant with the City of Kewanee and is currently assigned to the K-9 unit as a K-9 Lieutenant; and

WHEREAS, the City of Kewanee purchased a dog named Racky to be used in the K-9 program and assigned Racky to Lieutenant in 2007; and

WHEREAS, Lieutenant utilized Racky in the K-9 program for more than 8 years and Racky has been recommended for retirement; and

WHEREAS, Racky has served the department and Lieutenant for more than 8 years as a protection K-9 and narcotics K-9; and

WHEREAS, Racky will be 10 years old in February 2016 and the Police Chief has recommended that Racky be granted retirement; and

WHEREAS, Lieutenant has requested permission to purchase and care for Racky as a pet for his remaining years; and

WHEREAS, the City is agreeable to selling Racky to Lieutenant according to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, City and Lieutenant agree as follows:

1. The City will sell Racky to Lieutenant for the sum of one dollar (\$1) receipt of which is hereby acknowledged.

Appendix A

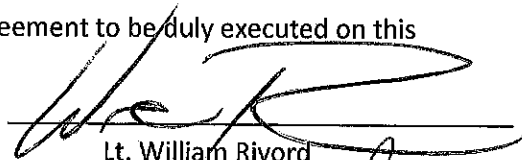
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2. Lieutenant agrees that he will assume all responsibility for the care, feeding, handling, training, keeping and all other responsibilities associated with Racky after the effective date of this agreement.
3. Lieutenant agrees that the City shall have no further responsibility of any type whatsoever associated with Racky after the date of this agreement.
4. Lieutenant agrees to indemnify and hold harmless the City from any claims, suits, actions, or complaints or any type associated in any manner with Racky which might arise after the effective date of the agreement.
5. Lieutenant acknowledges and agrees that he has no claim whatsoever against the City, of any type, relating in any manner to Racky which arose prior to the effective date of this agreement.
6. Lieutenant warrants and represents to the City that he has suitable accommodations at his residence for the care and keeping of Racky and will take reasonable steps to assure that he will continue to have suitable accommodations at his residence for the care and keeping of Racky in the future.
7. Lieutenant acknowledges and agrees that Racky shall not be used for law enforcement purposes.
8. This agreement contains the entire agreement between the parties and no representations have been made by any of the parties or their representatives, except as are contained herein and any representations not expressed herein are invalid and unenforceable.
9. This agreement is valid on the effective date set forth herein and may not be modified thereafter, except in writing signed by the parties.

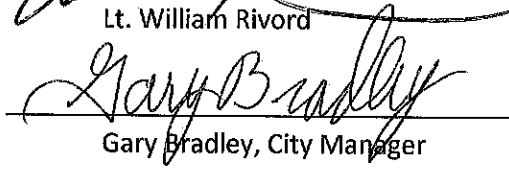
IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed on this

12th day of January, 2016.

Dated: \_\_\_\_\_

  
Lt. William Rivord

Dated: 1/12/16

  
Gary Bradley, City Manager

Approved as to form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Justin Raver, City Attorney

Seq No: 03766 Terminal: T00

Date: Tuesday January 12, 2016

Time: 08:18

Item	Qty	Amount
MISC. INCOME/POLIC	1	1.00

*B*

Total Amount Due: 1.00

Cash received: 1.00

Check received: .00

Credit received: .00

Change Due: .00

SALE OF RETIRED POLICE DOG RACKY TO BILL  
RIVORD

CITY OF KEWANEE  
401 EAST 3RD STREET  
KEWANEE, IL. 61443

Register Receipt