

ORDINANCE NO. 21-063

AN ORDINANCE ALLOWING FOR THE SALE OF SANDUSKY POLICE DEPARTMENT K9 OFFICER ONUR PURSUANT TO SECTION 25 OF THE CITY CHARTER; APPROVING THE RETIREMENT OF K9 OFFICER ONUR AND AUTHORIZING THE SALE OF K9 OFFICER ONUR TO HIS HANDLER, SERGEANT EDWARD OHLEMACHER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, K9 Officer Onur (#2163) joined the Sandusky Police Department in 2016 and has been an integral member of the Police Department and steady throughout his career in narcotics detection, suspect apprehension, and tracking; and

WHEREAS, Onur's skills have been superior and was by far one of the best K9's in the area and had a sense of purpose every day and was completely driven to being a working K9; and

WHEREAS, K9 Officer Onur turned eight (8) years old this month and due to his age and job duties of his handler, it has been determined that K9 Officer Onur is no longer necessary, practical, or for the best interest of the City to retain ownership and therefore it is recommended that K9 Officer Onur be retired and sold to his handler, Sergeant Edward Ohlemacher for one dollar (\$1.00); and

WHEREAS, Section 25 of the City Charter authorizes the City Manager to sell personal property that the City Commission may authorize to be sold as having become unnecessary and unfit for City use; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow for the retirement of K9 Officer Onur to be effective immediately; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Police Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission finds and determines that the Sandusky Police Department K9 Officer Onur, is no longer necessary and unfit for City use pursuant to Section 25 of the City Charter, approves of the retirement of K9 Officer Onur, and authorizes the sale of K9 Officer Onur to his handler, Sergeant Edward Ohlemacher.

Section 2. The City Manager is hereby authorized and directed to execute the Contract for Sale of Personal Property for K9 Officer Onur, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is

specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: April 26, 2021

CONTRACT FOR SALE OF PERSONAL PROPERTY

This Agreement made on and entered into this ____ day of _____, 2021, (“Effective Date”), by and between the City of Sandusky, Ohio, a Chartered Municipality of the State of Ohio, 240 Columbus Avenue, Sandusky, Ohio 44870, (“City”) and Edward Ohlemacher, Handler for the Sandusky Police Department (“Handler”).

WHEREAS, K9 “Onur” has been with the Sandusky Police Department since 2016 and has been an integral member of the Police Department and steady throughout his career in narcotics detection, suspect apprehension, and tracking; and

WHEREAS, K9 “Onur” turned eight (8) years old this month and due to his age and job duties of his Handler, is no longer necessary and not needed for any municipal purpose and should be retired and sold to his Handler as found and determined by the City Commission of Sandusky and contained in Ordinance No. _____, passed on April 26, 2021; and

WHEREAS, pursuant to Section 25 of the Charter of the City of Sandusky and the laws of the State of Ohio, the City Manager is authorized to sell personal property that the City Commission authorizes to be sold as having become unnecessary and unfit for City use; and

WHEREAS, it is the desire of the Handler to assume and maintain ownership and take possession of retired City of Sandusky Police K9 “Onur” and the City desires to divest itself of both ownership and vicarious or direct liability for the K9 “Onur”; and

WHEREAS, the City and Handler desire to transfer all right, title and ownership interest in “O” from the City to Handler, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the City and Handler agree as follows:

1. City hereby agrees to relinquish all right, title and ownership interest in the Sandusky police K9 named “Onur” (hereafter “Onur”) to Edward Ohlemacher, as his sole and personal property, as of the Effective Date of this Agreement.

2. Prior to the Effective Date of this Agreement, Handler agrees to pay City the sum of One and 00/100 Dollars (\$1.00) for all right, title and ownership interest in "Onur." Handler agrees to accept ownership and all control of "Onur" "as is", and to assume any and all risks, dangers and liabilities related to or associated with "Onur", including, but not limited to, risk of injury or death to third persons, and to indemnify and hold City, its police department, and its officers, employees, agents and volunteers harmless from any and all liability, legal actions, lawsuits, claims, demands, administrative proceedings or other responsibility whatsoever arising from any injuries or damages that may occur on or after the Effective Date of to this Agreement, including but not limited to any injury or damage as a consequence of or arising out of any event, act or disturbance involving "Onur" on or after the date ownership is transferred. These hold harmless provisions shall extend to any direct or vicarious liability arising from any and all losses, liabilities, charges (including reasonable attorney fees and court costs), and any other expenses whatsoever which may arise in any manner after Handler assumes ownership of "Onur".

3. Handler agrees to assume sole responsibility for all costs associated with the care and feeding of "Onur", including but not limited to all costs for food, shelter, licensing, and veterinary care, as of the Effective Date of this Agreement. Handler shall ensure that his home includes safe and secure containment area(s) for "Onur" and shall take any precautions that Handler deems necessary to ensure that "Onur" is not placed in situations or conditions where he may be a threat or risk to others. Handler shall maintain any such containment areas in good condition and repair.

4. Handler shall not transfer ownership or control of "Onur" at any time to any other person or legal entity, whether by gift, sale, or any other means.

5. Handler acknowledges that he has read the foregoing Agreement and understands that it is contractual in nature and understands each of its provisions.

CITY: CITY OF SANDUSKY

Witness:

Eric L. Wobser
City Manager

Witness:

Date

HANDLER: EDWARD OHLEMACHER

Witness:

Witness:

Date

Approved as to Form:

Brendan L. Heil (#0091991)
Law Director for the City of Sandusky