

ORDINANCE NO. 2007 - 106

**DECLARING CERTAIN CITY EQUIPMENT AND CERTAIN MISCELLANEOUS CONFISCATED PROPERTY AND EQUIPMENT AS SURPLUS PROPERTY AND AUTHORIZING THE CITY MANAGER TO DISPOSE OF SAID EQUIPMENT AND PROPERTY**

WHEREAS, Council has determined that there is certain City equipment certain miscellaneous confiscated property and equipment which are not needed or are unfit for public use as set out in Ohio Revised Code Section 721.15.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, seven members elected thereto concurring:

Section 1. That the City equipment and miscellaneous confiscated property and equipment set out in the attached Exhibit "A", and included herein by reference, are declared to be surplus property no longer needed for municipal purposes or unfit for public use.

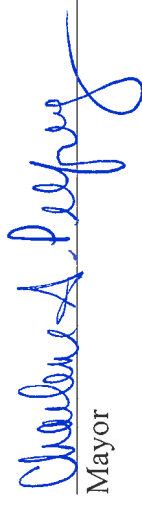
Section 2. That the City Manager is hereby authorized to dispose of said property and equipment in accordance with Ohio Revised Code Section 721.15, which authorizes the City Manager to sell said property, the estimated value of which is less than \$1,000.00 without any formal bidding procedure or to sell said personal property or equipment that exceeds \$1,000.00 after advertisement for not less than two nor more than four weeks to the highest and best bidder.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 16<sup>th</sup> day of July, 2007.

Attest:

  
Clerk of Council

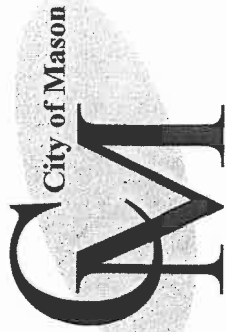
  
Mayor

## Exhibit A

| <i>Item</i>                          | <i>Description</i>           | <i>Qty</i> | <i>Est. Value</i> | <i>Intent</i>       |
|--------------------------------------|------------------------------|------------|-------------------|---------------------|
| Radar Units                          | MPH K55 Radar in Case        | 2          | \$0               | Trade-in \$100/each |
| Radar Units                          | MPH K55Radar                 | 3          | \$0               | Trade-in \$100/each |
| Radar Units                          | Kustom Radar                 | 1          | \$0               | Trade-in \$100/each |
| Playground Equipment                 | Old Quinn Park Equipment     | all        | \$0               | Donate              |
| Misc. Computer Items                 | Various                      |            | \$0 to \$300      | Auction             |
| Turnout Gear                         | Fire Protective Coat & Pants | 30 sets    | \$0               | Trade/donate        |
| SCBA air pack harnesses / regulators |                              | 42         | \$0               | Trade/donate        |

The following items are unclaimed or forfeited property acquired through Police related activity to be sold: Puppy, Miscellaneous Stereo Equipment, Coins, Jewelry

Other Miscellaneous equipment as approved by the City Manager



*Jerry*  
City of Mason

6000 Mason-Montgomery Road  
Mason, OH 45040  
513-229-8510  
Fax: 513-229-8511

August 16, 2007

Rabbi Yosef Kalmanson  
Jewish Discovery Center  
7587 Central Parke Boulevard  
Mason, OH 45040

Dear Rabbi Kalmanson:

Enclosed please find an executed original copy for your file of the Indemnity Agreement between the City of Mason and The Jewish Discovery Center for the playground equipment transfer.

This agreement was a win-win situation for both of us and a true representation of the partnership we have with businesses and other organizations in Mason.

With continued good wishes to you and The Jewish Discovery Center,

Sincerely,

Eric Hansen  
City Manager

## INDEMNITY AGREEMENT

This Indemnity Agreement (the "Agreement") is entered into on this 17 day of July, 2007, by and between The Jewish Discovery Center, Inc., an Ohio not for profit corporation (the "Center"), and the City of Mason, Ohio (the "City").

WHEREAS, Section 721.15 of the Ohio Revised Code permits the City to dispose of unneeded, obsolete or unfit personal property; and

WHEREAS, the City is the owner of certain playground equipment that has been determined to be no longer needed for municipal purposes; and

WHEREAS, the Center has expressed interest in obtaining the unneeded playground equipment; and

WHEREAS, the City has determined that there will be certain expenses involved in the removal of the playground equipment; and

WHEREAS, the Center has offered to remove the playground equipment from its current location at no cost to the City;

WHEREAS, the City desires to dispose of the playground equipment by allowing the Center to remove the equipment and retain it for the use of the Center; and

WHEREAS, the purpose of this Agreement is to provide the maximum amount of protection permitted by law to the City with respect to the removal and subsequent use of the playground equipment.

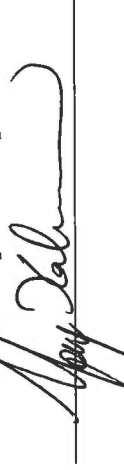
NOW, THEREFORE, in consideration of the above and the following mutual covenants and consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City shall permit the Center to remove the playground equipment and retain the equipment for the Center's use.
2. The Center agrees to remove the playground equipment at its own cost and at no cost to the City.
3. The Center acknowledges that the City is disposing of the playground equipment, in part, because of the age of the equipment and the fact that replacement parts are no longer available.
4. In consideration of permitting the Center to retain the playground equipment, the Center, for itself, its heirs, personal representatives, agents and assigns, does hereby forever waive, release, indemnify, defend, hold harmless and discharge the

City of Mason, Ohio, its officers, employees and agents from any and all present, and future claims of whatever kind, whether known or unknown, which may directly or indirectly arise out of or in connection with the Center's removal and subsequent use of the playground equipment.

5. The Center acknowledges that this Agreement shall be construed broadly to provide a release, waiver, and indemnification to the maximum extent allowed under applicable laws. The Center further acknowledges that this Agreement will be used by the City of Mason, Ohio, in the event that anyone pursues a claim against the City of Mason, Ohio, its officers, employees, or agents with respect to the removal or subsequent use of the playground equipment.
6. This Agreement shall be construed pursuant to the laws of the State of Ohio.
7. In the event any clause or provision of this Agreement is held to be invalid by any court, it shall not otherwise affect the remaining provisions of the Agreement which shall continue to be enforceable.
8. The parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

**JEWISH DISCOVERY CENTER, INC.,**  
an Ohio not for profit corporation

  
\_\_\_\_\_

By: Rabbi Yoset Kalmanson

Its: President

**CITY OF MASON, OHIO**

  
\_\_\_\_\_

By: Eric Hansen

Its: City Manager

Approved as to form:

  
\_\_\_\_\_

Kenneth J. Schneider, Law Director  
City of Mason, Ohio