

ORDINANCE NO. 2014 - 24

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A
PURCHASE AGREEMENT WITH PHILLIP BERNER REGARDING
THE PURCHASE OF ONE DECORATIVE, PARADE FIRE VEHICLE**

WHEREAS, Phillip Berner is the owner of an antique fire truck commonly referred to as "Old Betsy"; and

WHEREAS, the City of Mason desires to acquire ownership of the vehicle; and

WHEREAS, the parties have agreed to certain terms and conditions for the transfer of ownership and future restoration of the vehicle.

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

Section 1. That the City Manager is hereby authorized to enter into a purchase agreement with Phillip Berner substantially in the form of the purchase agreement attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That the Finance Director is hereby authorized to pay Phillip Berner an amount not to exceed \$6,000.00 pursuant to the terms of the purchase agreement.

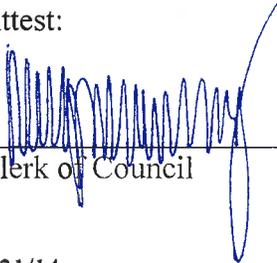
Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 14th day of April, 2014.



Mayor

Attest:



Clerk of Council

3/31/14
1648987.1

PURCHASE AGREEMENT

This Purchase Agreement is entered into by and between Phillip Berner ("Seller") and the City of Mason, Ohio ("Mason") on this ____ day of _____, 2014.

WHEREAS, Seller is the owner of an antique fire truck commonly referred to as Old Betsy (the "Truck") which is more particularly described in Exhibit A, attached hereto and incorporated herein by reference, and has expressed interest in transferring ownership of the Truck to Mason in order for Mason to complete the restoration of the Truck; and

WHEREAS, Mason desires to accept ownership of the Truck and complete the restoration under certain terms; and

WHEREAS, the parties have agreed to certain terms and conditions for said transfer of ownership and future restoration of the Truck.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Mason hereby agrees to purchase and Seller hereby agrees to sell the Truck for a total purchase price of Six Thousand Dollars (\$6,000.00).
2. In exchange for the purchase price, Seller shall transfer all right and title to the Truck to Mason.
3. Mason agrees that it will use its best efforts to undertake all reasonable restoration activities in order for the Truck to be operable as a decorative parade vehicle for the Mason Bicentennial celebration activities.
4. Seller agrees to be available to advise Mason, at Mason's request, with respect to future improvement and restoration activities related to the Truck. The parties agree that these advising activities shall take place outside of Seller's regular work hours as a member of the Mason Fire Department and shall not be considered part of Seller's normally assigned work duties.
5. Mason agrees that it is purchasing the Truck in its current as-is condition, and that Seller is making no representations or warranties as to the condition or operability of the Truck. As such, upon Mason's acceptance of all right and title to the Truck from Seller, Mason agrees to release Seller from any and all liability related to the performance and condition of the truck.
6. This Purchase Agreement represents the parties' entire agreement with respect to the matters specified herein.

7. It is understood that this Purchase Agreement shall be governed by and construed under and in accordance with the laws of the State of Ohio.

This Purchase Agreement is hereby executed by the duly authorized representatives of the parties as of the date first set forth above.

CITY OF MASON:

By _____
Eric Hansen
City Manager

SELLER:

By _____
Phillip Berner