



**CITY OF TYLER
CITY COUNCIL COMMUNICATION**

Agenda Number: C-A-9

Date: December 10, 2014

Subject: Request that the City Council consider approving an agreement authorizing donation of certain surplus playground equipment to the City of Mineola.

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Item Reference: Texas Government Code Chapter 791; Tyler City Code Section 4-9

The City of Tyler Parks and Recreation Department has certain playground equipment that is outdated, lacks replacement parts, of little salvage value, and currently being replaced. The City of Mineola has requested that the City of Tyler donate the playground equipment for use in their parks.

Tyler City Code Section 4-9 provides that the City is authorized to initiate or respond to requests for transfer of surplus or salvage property to other governmental agencies. The Parks and Recreation Department is of the opinion that execution of this agreement and the conveyance of the playground equipment to the City of Mineola will be highly beneficial to both entities in their effort to provide services to the public. By executing the agreement, the City of Mineola will become the owner of the playground equipment and shall be responsible for removal and all future use, maintenance, repair, preservation and liability.

RECOMMENDATION:

It is recommended that the City Council approve the attached agreement authorizing the donation of certain surplus playground equipment to the City of Mineola.

Drafted/Recommended By:
Department Leader

Stephanie Rollings, Director of Parks and Recreation

Edited/Submitted By:
Interim City Manager

COUNTY OF SMITH §
 §
 §
STATE OF TEXAS §

PLAYGROUND EQUIPMENT
DONATION AGREEMENT
BETWEEN CITY OF TYLER
AND CITY OF MINEOLA

WHEREAS, the City of Tyler Parks and Recreation Department currently has older playground equipment that is outdated and that is currently in the process of being replaced; and

WHEREAS, the City of Tyler Parks and Recreation Department has declared such playground equipment to be surplus property; and

WHEREAS, the City of Mineola has requested donation of the playground equipment for use in its parks; and

WHEREAS, in exchange for the conveyance of the playground equipment, the City of Mineola agrees to be responsible for removal and all future use, maintenance and repair of the equipment; and

WHEREAS, the City of Tyler is of the opinion that execution of this agreement and conveyance of the playground equipment to the City of Mineola will be highly beneficial to both entities in their efforts to provide services to the public; and

WHEREAS, it is considered to be in the public interest to enter into this agreement for conveyance of the playground equipment for public purposes; and

WHEREAS, Tyler City Code Section 4-9.d. provides that the City is authorized to initiate or to respond to requests for transfers of surplus or salvage property to other governmental agencies;

NOW THEREFORE, the City of Tyler, Texas, referred to as “Tyler”, and the City of Mineola, Texas, referred to as “Mineola”, enter into the following Playground Equipment Donation Agreement:

I. "Playground Equipment"

Tyler owns certain playground equipment, more particularly described as follows: Playworld Systems Multi-level play system installed in 11/96, (Project #960649). The Play System is generally blue and yellow in color. Tyler has determined said playground equipment to be surplus property.

II. Donation

As consideration for this agreement, Tyler hereby conveys the above-mentioned playground equipment to Mineola, to be used for recreation purposes. In exchange for the playground equipment, Mineola hereby agrees to be responsible for removal and all future possession, use, maintenance and repair of the playground equipment following the date of execution of this Agreement. Both parties consider the conveyance and use of the described property to be in the public interest.

Under terms of this Agreement, Tyler relinquishes all rights of ownership, possession and maintenance of the playground equipment to Mineola. By signing this Agreement, Mineola assumes ownership and possession of the playground equipment and shall be responsible for all future use, maintenance, repair, and preservation thereof, as well as any associated costs. Furthermore, Mineola assumes full, total and sole responsibility for the use and maintenance of the playground equipment and for any resulting injuries or incidents resulting from Mineola's possession, use, maintenance, repair or preservation of the playground equipment.

Signed this _____ day of _____, 2014

CITY OF TYLER

CITY OF MINEOLA

BY: _____
Interim City Manager

BY: _____

ATTEST:

ATTEST:

CASSANDRA BRAGER, CITY CLERK

APPROVED:

DEBORAH PULLUM, CITY ATTORNEY

APPROVED:
