

RESOLUTION 2005-22  
Passed August 2, 2005

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT  
WITH V.J.P., LTD. FOR STORM WATER REPAIRS.**

**WHEREAS,** the City of Powell has accepted Murphy Park as a Municipal Park within the Municipality of Powell and owns and controls the same and,

**WHEREAS,** V.J.P, Ltd. owns abutting property and desires to make repairs and/or replacements to a storm water outlet located on the southwest portion of Murphy Park and,

**WHEREAS,** connection to the storm water outlet by V.J.P, Ltd. will benefit both the City and property owner and the property owner has indicated that it will bear the cost of such repairs, replacements and/or improvements.

**NOW THEREFORE BE IT RESOLVED BY THE CITY OF POWELL, DELAWARE COUNTY, OHIO AS FOLLOWS:**

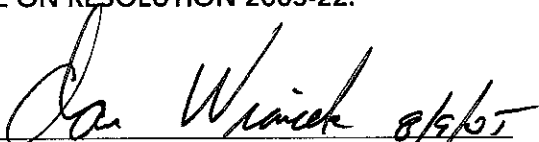
**Section 1:** That the City Manager is authorized to execute a License Agreement implementing the terms and provisions of this Resolution, a copy of such License Agreement is attached hereto as Exhibit A.

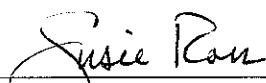
**Section 2:** That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of the Council and that all deliberations of the Council and any of the decision making bodies of the City of Powell which resulted in such formal actions were in meetings so open to the public in compliance with all legal requirements of the City of Powell, Delaware County, Ohio.

**Section 3:** That this Resolution shall take effect immediately upon its adoption.

VOTE ON RESOLUTION 2005-22:

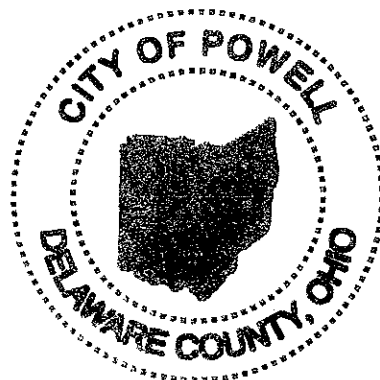
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\_\_\_\_\_  
Dan Wiencek  
Mayor  
Date 8/9/05

  
\_\_\_\_\_  
Susie Ross  
City Clerk  
Date 8/9/05

This legislation has been posted in accordance with  
the City Charter on this date 8/12/05.

  
\_\_\_\_\_  
Clerk of Council



## **EXHIBIT "A"**

### **LICENSE AGREEMENT**

This agreement is made by and between the **City of Powell, a Municipal Corporation**, hereinafter referred to as the "**Grantor**" and **V.J.P., Ltd., an Ohio Limited Liability Company**, hereinafter referred to as "**Grantee**" regarding certain storm sewer repair, replacement and/or connection to be accomplished to the southwest portion of Murphy Park (the property) in the City of Powell.

For and in consideration of the covenants of the Grantee contained herein, Grantor grants to V.J.P., Ltd., Grantee the right to enter upon the southwest portion of Murphy Park for the purposes contained herein effective on the date of execution of this agreement by both parties and terminating upon completion of such repairs, but in any event no later than 5:00 p.m. on September 16, 2005.

The Grantee covenants with Grantor, and for the benefit of the Grantor, as follows:

1. That Grantee shall repair, replace and/or connect to the storm sewer outlet and/or field tile located on the southwest portion of Murphy Park for the benefit of draining Grantees property and no other properties. The repair, replacement and/or connection shall all be accomplished in accordance with the City Engineer's approval and shall be to the satisfaction of the City of Powell.

2. That upon completion of such repair, replacement and/or connection, the Grantee shall restore all areas disturbed by his operations, of such premises, to its former condition and to the satisfaction of the City of Powell acting through the City Engineer.

3. That the cost of all repair, replacement and/or connection, and restoration shall be borne solely by the Grantee.

4. That the right granted herein is personal to the Grantee and may not be assigned to another party without the expressed, written consent of the Grantor.

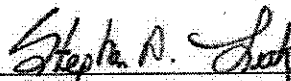
5. Before commencement of any work at the premises, the Grantee shall post a bond satisfactory to the City Law Director in an amount no less than two thousand dollars (\$2,000.00) to guarantee the faithful performance of the undertakings described herein by the Grantee.

6. At the time of delivery of the bond, Grantee shall deliver such other information as requested by Grantor including, but not limited to, proof of Workman's Compensation coverage, identity of subcontractors to be utilized by Grantee, if any, and proof of adequate liability coverage maintained by the Grantee and subcontractors in the sole discretion of the City of Powell.

This agreement once executed is intended to be binding upon the parties and inure to their respective benefit and may not be modified without the expressed, written consent of both parties. Regardless of any other provisions contained in this instrument, the terms of this license shall automatically expire at 5:00 p.m. on September 16, 2005.

Dated this 3<sup>rd</sup> day of August, 2005.

**City of Powell**

By:   
**Stephen A. Lutz, City Manager**

**V.J.P., Ltd.,  
An Ohio Limited Liability Company**

By:   
**Vincent J. Margello, Managing Member**

State of Ohio  
County of Delaware, ss:

Before me a Notary Public in and for said County and State personally appeared **Stephen A. Lutz, City Manager, City of Powell** who indicated authority in the premises and that execution of this instrument is his voluntary act and deed and by virtue thereof the voluntary act and deed of the City of Powell.

  
Notary Public



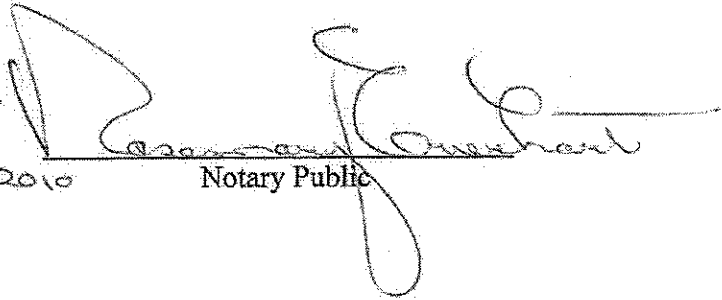
**NANETTE J. METZ**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES AUGUST 13, 2009

State of Ohio  
County of Delaware, ss:

Before me a Notary Public in and for said County and State personally appeared **Vincent Margello, Managing Member of V.J.P., Ltd.** who acknowledged authority in the premises and that execution thereof was his voluntary act and deed and by virtue thereof the voluntary act and deed of V.J.P., Ltd.



**ROSEMARY EVERHART**  
Notary Public, State of Ohio  
My Commission Expires 03-09-2010

  
Notary Public

**This Instrument Prepared By:**  
**Kenneth J. Molnar,**  
**Attorney at Law**  
**21 Middle Street**  
**Galena, Ohio 43021**