



RESOLUTION 2023-24

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GOLF VILLAGE PROPERTY OWNERS ASSOCIATION FOR THE REPLACEMENT OF AN IRRIGATION SYSTEM

WHEREAS, as part of a Delaware County construction project, Delaware County caused damage to the Golf Village Property Owners Association's irrigation system along Sawmill Parkway; and

WHEREAS, the Association requested that the City work with the Association to assist in the replacement and reimbursement of costs to replace the irrigation system; and

WHEREAS, in exchange for cooperation in various economic development endeavors, the City has agreed to assist in the reimbursement of the cost to replace the damaged irrigation system; and

WHEREAS, pursuant to the City's contracting and fiscal policy, the City Manager seeks legislative authorization to execute an agreement with the Service Provider on behalf of the City.

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

Section 1: The City hereby authorizes the City Manager or his designee to execute an agreement with the Golf Village Property Owners Association on behalf of the City in a form that is substantially similar as the Agreement attached as Exhibit A.

Section 2: Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to take any other actions as may be appropriate to implement this Resolution without further legislation being required.

Section 3: That it is 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 this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including the Charter of the City of Powell and Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall be in full force and effect immediately upon adoption.

[Signature] 9/5/23
Daniel Swartwout Mayor Date

[Signature] 9/5/23
Elaine McCloskey City Clerk Date

EFFECTIVE DATE: September 5, 2023

This legislation has been posted in accordance with the City Charter on this date 9/6/2023
[Signature] City Clerk



AGREEMENT

This (hereinafter the "Agreement") is made this ___th day of Jul, 2023 by and among Golf Village Property Owners Association (the "Association") and City of Powell, an Ohio municipality ("Powell").

WHEREAS, as part of a Delaware County construction project, Delaware County caused damage to the Association's irrigation system along Sawmill Parkway by construction work in the area of the right of way (the "Irrigation Damage"); and

WHEREAS, Delaware County refused compensation the Association for the Irrigation Damage, and the Association reached out to Powell for assistance regarding the Irrigation Damage;

WHEREAS, in exchange for continued cooperation with potential economic development endeavors, the Association and Powell desire to address the Irrigation Damage amicably as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, including the above recitals which are incorporated fully below, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereby agree as follows:

1. Repairs. The Association will contract with Meyers Landscaping to repair the Irrigation Damage in accordance with the contract proposal attached dated May 30, 2023 attached hereto as Appendix 1.

2. Reimbursement. Upon completion of the repairs, the Association will invoice Powell for the cost to repair the Irrigation Damage. Payment of the invoice will be due to the Association within thirty (30) days of the date of the invoice.

3. Governing Law and Forum to Resolve Further Disputes. The validity, effect, and construction of this Agreement and any obligation undertaken pursuant hereto shall be determined in accordance with the laws of the State of Ohio, without regard to conflict of law principles. Any dispute relating to or arising from this Agreement shall be determined under Ohio law and adjudicated exclusively in any appropriate court located within Delaware County, Ohio.

4. No Admission. This Agreement is not to be construed as an admission of fault or liability on the part of any party, and each party specifically denies any liability or fault.

THE CITY OF POWELL, OHIO
an Ohio municipality

CITY OF POWELL, OHIO

APPROVED AS TO FORM FOR THE CITY

By: _____

By: _____

Printed: _____

Printed: _____

Title: City Manager

Title: Law Director

STATE OF OHIO)
) SS:
COUNTY OF DELAWARE)

On this _____ day of _____, 20__, before me a Notary Public personally appeared _____, the authorized representative of the City of Powell, Ohio, and acknowledged the execution of the foregoing instrument, and that the same is of the City of Powell, Ohio.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

Certificate of Availability of Funds

I HEREBY CERTIFY THAT THE ABOVE AMOUNT REQUIRED TO THE ABOVE, HAS BEEN LAWFULLY APPROPRIATED, AUTHORIZED, OR DIRECTED FOR SUCH PURPOSES AND IS IN TREASURY OR IN THE PROCESS OF COLLECTION TO CREDIT OF THE ABOVE FUNDS FREE OF OBLIGATION OR CERTIFICATION NOW OUTSTANDING.

BY: _____
ROSA OCHELTREE, FINANCE DIRECTOR

DATE: _____

GOLF VILLAGE PROPERTY OWNERS ASSOCIATION,
an Ohio nonprofit corporation

By: _____

Its: _____

State of Ohio
County of Delaware:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____, the _____ (title) of Golf Village Property Owners Association.

Notary Public
My commission expires: _____



