



RESOLUTION 2026-34

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE DELAWARE COUNTY VETERANS SERVICE COMMISSION FOR THE FUNDING OF CONSTRUCTION IMPROVEMENTS FOR THE "UNMARKED BUT UNFORGOTTEN" VETERANS MEMORIAL AT POWELL CEMETERY.

WHEREAS, the Daughters of the American Revolution (DAR) presented a program to Powell's Operations Committee in May 2025 to install a veterans memorial recognizing unmarked Revolutionary War veterans' graves across Delaware County, with funding provided by the Delaware County Veterans Service Commission; and

WHEREAS, following an open design competition and joint committee review process conducted in 2025, the City selected the PG Memorial Concept 2 design for Powell's monument; and

WHEREAS, the Delaware County Veterans Service Commission has established a policy funding veteran memorialization construction improvements at Powell Cemetery, making the City's placement of the new memorial at that location eligible for Commission funding; and

WHEREAS, the Delaware County Veterans Service Commission has offered to contribute one hundred thousand dollars (\$100,000) as reimbursement to the City for the construction improvements, specifically the granite tablet and bronze insignias, payable within 30 days of the City's final invoice, with no direct financial obligation to the City for those costs; and

WHEREAS, the Commission will also provide an annual payment to the City for maintenance of Powell Cemetery, supporting the City's intent to increase its cemetery maintenance operations concurrent with completion of the Scioto Street connection project; and

WHEREAS, City Council desires to authorize the City Manager to execute the necessary Intergovernmental Agreement with the Delaware County Veterans Service Commission to proceed with the construction and installation of the "Unmarked But Unforgotten" veterans memorial.

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

Section 1: That the City Manager is hereby authorized and directed to execute an Intergovernmental Agreement with the Delaware County Veterans Service Commission for the funding of construction improvements for the "Unmarked But Unforgotten" veterans memorial at

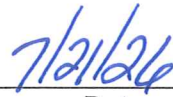
Powell Cemetery, together with such non-substantive revisions as may be approved by the Law Director.

Section 2: 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 Council and that all deliberations of Council and any of the decision-making bodies of the City of Powell, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Powell, Delaware County, Ohio.

Section 3: This Resolution shall be in full force and effect immediately upon adoption.



Heather Karr
Mayor



Date



Elaine McCloskey
City Clerk

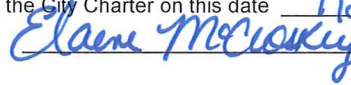


Date

ADOPTED DATE: July 21, 2026

EFFECTIVE DATE: July 21, 2026

This legislation has been posted in accordance with
the City Charter on this date 



Elaine McCloskey
City Clerk



OFFICE OF THE CITY MANAGER

47 Hall Street | Powell, OH 43065 | 614.885.5380 | cityofpowell.us

MEMO

From: Andrew D. White, City Manager

To: Members of the City Council

Initiated By: Jeffrey S. Tyler, RA, Assistant City Manager

Re: Resolution 2026-34 – A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE DELAWARE COUNTY VETERANS SERVICE COMMISSION FOR FUNDING OF THE “UNMARKED BUT UNFORGOTTEN” VETERANS MEMORIAL AT POWELL CEMETERY.

Date: July 21, 2026

Summary:

The attached Resolution authorizes the City Manager to execute an Intergovernmental Agreement (the “Agreement”) with the Delaware County Veterans Service Commission (the “VSC”) for the funding of a new veterans memorial to be constructed at Powell Cemetery, 78 N. Liberty Street. The VSC will contribute one hundred thousand dollars (\$100,000) toward the cost of the memorial as a reimbursement to the City, payable within 30 days of receipt of the City’s final invoice. The Agreement requires no direct financial contribution from the City for the monument itself. The VSC will also provide an annual payment to the City for cemetery maintenance, supporting Powell’s intent to expand maintenance operations concurrent with completion of the Scioto Street connection project.

Background:

The “Unmarked But Unforgotten” program is a joint veterans memorial initiative spanning Delaware County, coordinated primarily by Delaware County Veteran Services and the Daughters of the American Revolution (DAR). The DAR presented the program to Powell’s Operations Committee in May 2025, requesting both a City representative on the joint design-review committee and input on a suitable location. The program’s purpose is to honor unmarked Revolutionary War veterans’ graves located throughout the county.

Following an open design competition that closed in August 2025 with three submissions, the joint 11-member committee — which included representation from Delaware, Powell, Sunbury, the DAR, Delaware County Veteran Services, and the Veterans Service Commission — evaluated the proposals. Powell and the Village of Sunbury each selected the PG Memorial (“Picture This On Granite”) Concept 2 design; the City of Delaware selected a sculpture by artist Alan Cottrill.

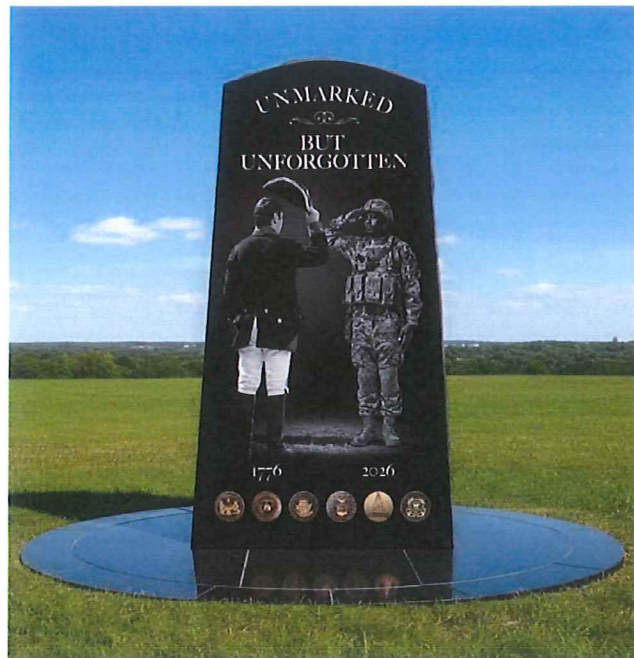
Monument Description

The Powell/Sunbury monument is a single polished black granite tablet, 52” wide × 10” deep × 96” tall (approximately 8 feet in height), weighing approximately 6,975 lbs. The front face features PGHD laser-etched imagery depicting a Revolutionary War soldier doffing his cap to a saluting present-day soldier, dated 1776–2026, with six 6” bronze military insignias representing each branch of the armed forces set

below the imagery. The reverse face is reserved for engraved names of the fallen. Installation will be provided by a bonded, certified crew contracted through PG Memorials.

3D OVERVIEW FRONT

Polished black granite tablet with rock pitch sides



Approval signature: _____
Date: _____

Siting and VSC Funding Eligibility

Placement of the new memorial at Powell Cemetery, 78 N. Liberty Street, is required for VSC funding eligibility. Per City Manager White's conversation with Director Galligher on July 1, 2026, the VSC's established policy makes funding available for veteran memorialization at the cemetery location. Placement at the current memorial site behind city hall would not be eligible.

Cemetery Maintenance Funding

As part of the VSC's program, the Commission will provide an annual payment to the City for maintenance of Powell Cemetery. The City Manager has advised Director Galligher that the City intends to increase its maintenance budget for the cemetery concurrent with completion of the Scioto Street connection project. The VSC's annual maintenance contribution may offset or supplement that increased budget, and this alignment has been acknowledged in the City Manager's discussions with the VSC.

Legal Review:

The Law Director has reviewed and approved as to form.

Financial Review:

The Agreement requires no direct financial contribution from the City toward the cost of the granite tablet and bronze insignias. The VSC will reimburse the City \$100,000 upon receipt of the final invoice. Additional site improvement costs, if any, that exceed the VSC's \$100,000 contribution will be the City's responsibility and would require separate appropriation. The VSC will also provide an annual payment to the City for cemetery maintenance; the amount of that payment is to be established consistent with VSC policy. The Finance Director has reviewed and supports this resolution.

Recommendation:

Staff recommend approval of the attached Resolution 2026-34, authorizing the City Manager to execute an Intergovernmental Agreement with the Delaware County Veterans Service Commission for funding of the "Unmarked But Unforgotten" veterans' memorial construction at Powell Cemetery, with no direct financial obligation to the City for the monument cost.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF POWELL AND THE
DELAWARE COUNTY VETERANS SERVICE COMMISSION**

This Intergovernmental Agreement ("Agreement") is made and entered into on June _____, 2026 ("Effective Date") between the City of Powell, an Ohio municipal corporation (the "City"), whose principle place of business is 47 Hall St, Powell OH 43065 and the Delaware County Veterans Service Commission, whose principle place of business is 91 N. Sandusky Street, Delaware, OH 43015 (the "VSC"). The City and VSC are individually and collectively referred to herein as a "Party" or "the Parties," respectively.

WHEREAS, the City of Powell is the owner of Powell Cemetery located at 78 N Liberty Street, Powell OH 43065; and

WHEREAS, the Powell Cemetery needs construction improvements for deceased veteran memorialization, the cost of which the VSC has offered to fund.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter described, the Parties agree to the following and that it serves their interests to do so:

Section 1. City's Responsibilities. The City shall be responsible for all aspects of completing and ensuring the construction of a new veterans memorial that will include an eight (8) foot tall black granite laser etched and sandblasted tablet to include bronze military insignias and landscaping and potential future features to include flagpoles, benches, concrete, walkways, electrical service, kiosks, signage (the "Construction Improvements"). The Construction Improvements are anticipated to be completed by _____, 2026. The City shall be responsible for ensuring the Construction Improvements are implemented safely and appropriately according to all applicable law and standards of professional workmanship. Any insurance requirements necessary for completion of the Construction Improvements shall be administered and borne by the City.

Section 2. VSC Payment. In consideration of the City's agreement to complete the Construction Improvements, the VSC shall contribute one hundred thousand dollars (\$100,000) (the "Payment") to the City towards the cost of the Construction Improvements, specifically the granites tablet and bronze insignias. The VSC's Payment shall be paid as a reimbursement to the City, payable within 30 days of receipt of a final invoice from the City.

Section 3. Miscellaneous.

(a) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(b) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(c) Effective Date; Term. This Agreement shall become effective on the date set forth in the preamble hereto and shall continue for one (1) year, or until receipt of the Payment by the City, whichever occurs first.

(d) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties on the subject matter hereof. This Agreement may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

(e) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

(f) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(g) Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the County other than in his or her official capacity, and neither the members of the legislative body of the City nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City and the VSC contained in this Agreement.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the VSC, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Delaware County, Ohio.

(i) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered

by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(j) Limit on Liability. As political subdivisions of the State of Ohio, the Parties are prohibited from indemnifying each other under this Agreement and hereby affirmatively will not indemnify each other for any claims or disputes arising from this Agreement. Each Party is solely responsible for their own acts or omissions and the acts or omissions of each Party's respective officers, employees, and agents conducted in connection with this Agreement. Nothing in this Agreement shall be construed as a waiver of any defenses or immunities of either Party under applicable law.

(k) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

- | | |
|------------------|--|
| (i) the City at: | City of Powell
47 Hall Street
Powell, Ohio 43065
Attention: City Manager |
| (ii) the VSC at: | Delaware County
91 North Sandusky Street
Delaware, Ohio 43015
Attention: Veterans Service
Commission President |

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

(l) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

(m) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(n) Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(o) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(p) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(q) Relationship of the Parties. The Parties are governmental entities and are individual, autonomous contracting Parties. Neither Party shall be considered an agent or employee of the other Party for purposes of fulfilling this Agreement. Except as otherwise provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

IN WITNESS WHEREOF, the City and the Delaware County Veterans Service Commission have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

CITY OF POWELL, OHIO

By: _____
Andy White
Powell City Manager

Approved as to form:

Powell City Attorney

**DELAWARE COUNTY, OHIO
VETERANS SERVICE COMMISSION**

By: _____
Ric Rey
President

Approved as to form:

Melissa A. Schiffel
Delaware County Prosecuting Attorney

AUDITOR'S CERTIFICATION (RC 5705.41(D)):

The Delaware County Auditor hereby certifies that the funds required to meet the obligation set forth in this Agreement have been lawfully appropriated for such purpose and are in the county treasury or in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has confirmed with the State of Ohio Auditor that the City of Powell has no outstanding findings for recovery pending or issued against them by the State of Ohio.

George Kaitsa
Delaware County Auditor

PO# _____