



RESOLUTION 2026-50

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PARKING AGREEMENT WITH VINCENT J. MARGELLO, JR., TRUSTEE, OR HIS SUCCESSORS IN TRUST UNDER THE VINCENT J. MARGELLO, JR. LIVING TRUST, DATED JANUARY 8, 2001.

WHEREAS, Vincent J. Margello, Jr., Trustee, or his successors in trust under the Vincent J. Margello, Jr. Living Trust, dated January 8, 2001 ("Owner") owns the property at 59 E. Olentangy Street, Powell, OH 43065, which is Delaware County Auditor Parcel Number 319-431-03-004-000 ("Property"); and

WHEREAS, the City of Powell, Ohio is seeking public parking across the City's footprint and in the City's downtown in particular; and

WHEREAS, while the Property awaits redevelopment, the City and the Owner wish to work together for the construction of a public parking lot on the Property.

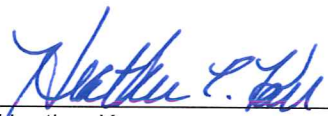
NOW THEREFORE BE IT RESOLVED BY THE CITY OF POWELL, DELAWARE COUNTY, OHIO AS FOLLOWS:

Section 1: The City hereby authorizes the City Manager or his designee to execute a parking agreement with the Owner on behalf of the City, in substantially the same form as 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.

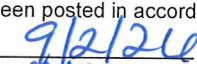

Heather Karr
Mayor


Date


Elaine McCloskey
City Clerk


Date

ADOPTED DATE: September 1, 2026
EFFECTIVE DATE: September 1, 2026

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


City Clerk

City Council
Heather Karr, Mayor
Kurt Ramsey Leif Carlson David Lester Tom Counts Tyler Herrmann Carlos Crawford

PARKING AGREEMENT

This Parking Agreement ("**Agreement**") is made and entered into this _____ day of _____, 2026 ("**Effective Date**"), by and between the City of Powell, Ohio, ("**City**") an Ohio municipal corporation with a principal place of business at 47 Hall Street, Powell, Ohio 43065 and Vincent J. Margello, Jr., Trustee, or his successors in trust under the Vincent J. Margello, Jr. Living Trust, dated January 8, 2001 ("**Lot Owner**"). City and Lot Owner may be referred to collectively as "**Parties**" and individually as a "**Party**."

Background Information

Whereas, Lot Owner owns the property known as Delaware County Auditor's Parcel Number 31943103004000, having a physical address of 59 E Olentangy Street ("**Property**"); and

Whereas, the Property is currently improved with an existing parking lot in the northern most portion of the Property and a tenant-occupied residential home south of the existing parking lot, with the balance of the Property being unimproved; and

Whereas, the existing parking lot is currently limited for private use and the unimproved portion of the Property; and

Whereas, the City has identified a need for public parking in the downtown area; and

Whereas, the Parties desire for the Parking Lot to be utilized as a public parking lot and to enter into this parking agreement pursuant to the terms and conditions outlined in this Agreement; and

Whereas, in exchange for the Parking Lot becoming a public parking lot, the City shall compensate Lot Owner according to the terms and conditions of this Agreement.

Agreement

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the foregoing Background Information and as follows:

- I. **Parking Lot Use.** Lot Owner grants to the City, for the Term of this Agreement, a nonexclusive right for the general public to use the Parking Lot for public parking, including ingress and egress, twenty-four (24) hours per day and seven (7) days per week, at no cost to the public unless otherwise approved in writing by the City. Lot Owner shall not close, gate, block, reserve, tow from, or otherwise restrict public access to the Parking Lot, except for temporary closures reasonably necessary for emergency repairs, resurfacing, snow and ice control, utility work, or as otherwise required by applicable law; provided, however, that Lot Owner shall give the City as much advance written notice as is reasonably practicable of any such closure, shall minimize the duration and scope of the closure, and shall promptly reopen the affected area upon completion of the work. The rights granted herein are subject only to police powers and lawful governmental restrictions applicable generally to public parking areas. The City agrees not to use the lot or access

the lot with any heavy machinery or otherwise damage the asphalt. The City shall not use the Parking Lot for any valet services, nor shall the City permit valet parking in the Parking Lot.

- II. **Construction Work.** Lot Owner intends to upgrade the Lot and the adjacent lot, which will allow Lot Owner to enter into this Agreement. The upgrades include demolishing the existing structure located on the adjacent lot (PID 31943103006000), installing new curbing between the Parking Lot and the adjacent lot, and installing and widening the existing curb cut on the Parking Lot ("Parking Lot Work"). Lot Owner obtained an estimate of \$177,198.42 to complete the Parking Lot Work. The Parties agree to share the costs of the Parking Lot Work by each paying 50% of the actual costs.
- III. **Signage.** The City shall have the right to install, maintain, replace, and remove reasonable signage identifying the Parking Lot as available for public parking, subject to the City's compliance with applicable law and reasonable coordination with Lot Owner as to placement so as not to unreasonably interfere with vehicular circulation, building access, or existing lawful signage. Lot Owner shall not install or permit any sign or marking that is inconsistent with the public parking rights granted under this Agreement without the City's prior written consent. The City will also install, maintain, replace, and remove reasonable signage on the adjacent property to the west indicating private parking only.
- IV. **Compensation.** The City shall compensate Lot Owner \$115,000 per year paid in four installments of \$28,750 on the first day of February, May, August, and November of each year during the Term. Payment of compensation is subject to the City's receipt of a fully executed Agreement, a complete IRS Form W-9, such other vendor information reasonably required for payment processing, and to the City's annual appropriation and certification of funds in accordance with applicable law.
- V. **Maintenance.** Lot Owner shall, at its sole cost and expense, operate, maintain, repair, restripe, light, clean, and keep the Parking Lot and all related improvements in a safe, orderly, first-class condition suitable for continuous public parking use, including pavement, striping, curbs, wheel stops, drainage, lighting, snow and ice removal, trash removal, landscaping, and compliance with the Americans with Disabilities Act and all applicable federal, state, and local laws, codes, ordinances, permits, and regulations. Lot Owner shall promptly repair any unsafe or deficient condition and shall be solely responsible for all structural issues, latent defects, code violations, and premises-liability conditions on the Property not caused by the negligent acts of the City. The City shall have no duty to perform maintenance, repair, security, or policing services at the Parking Lot unless expressly agreed in writing. The City shall reimburse Lot Owner for actual expenses related to the Parking Lot for snow removal services and ground salt only.
- VI. **Indemnification.** To the fullest extent permitted by law, Lot Owner shall defend, indemnify, and hold harmless the City and its elected officials, officers, employees, agents,

volunteers, and representatives from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, judgments, costs, and expenses, including reasonable attorneys' fees and litigation expenses, arising out of or relating to (a) the condition, ownership, operation, maintenance, repair, use, or occupancy of the Property or Parking Lot, (b) any act or omission of Lot Owner or its trustees, beneficiaries, managers, members, officers, employees, agents, contractors, tenants, occupants, invitees, customers, or any Businesses, (c) any breach of this Agreement by Lot Owner, or (d) any claim by any tenant, occupant, lender, lienholder, or other third party that challenges, interferes with, or arises from the public parking rights granted under this Agreement, except solely to the extent caused by the negligent or wrongful acts or omissions of the City. Lot Owner shall be solely responsible for obtaining any tenant consents, lease amendments, lender consents, estoppels, subordination agreements, or other approvals necessary to permit uninterrupted public use of the Parking Lot and shall cause all leases, occupancy arrangements, and other agreements affecting the Property to remain subordinate to this Agreement or otherwise not interfere with it. The City shall have no duty to indemnify Lot Owner, any Business, or any other person or entity, and nothing in this Agreement shall be construed as a waiver of any immunity, defense, or limitation of liability available to the City under Ohio law.

VII. *Miscellaneous.*

- A. Term. This Agreement shall commence on the Effective Date and continue for an initial term of four (4) years ("Term"). The Parties may negotiate an extension of the Term. Lot Owner may terminate this Agreement only if Lot Owner has obtained all final, non-appealable approvals and permits required to commence a bona fide redevelopment of the Property that is inconsistent with continued public parking use, and only upon not less than one hundred eighty (180) days' prior written notice to the City together with reasonable documentary evidence of such approvals. Either Party may terminate this Agreement upon a material breach of any material term of the Agreement that is not cured within 30 days after notice is sent to the breaching party. Any termination by Lot Owner shall not become effective while Lot Owner is in default under this Agreement. Upon termination, the City shall have no liability for any amounts accruing after the effective date of termination except amounts properly earned before that date.
- B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and venue for any claim relating to said Agreement shall be an applicable Court in Delaware County, Ohio.
- C. Insurance. During the Term, Lot Owner shall, at its sole cost and expense, maintain commercially reasonable insurance covering the Property and Parking Lot, including commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, together with umbrella or

excess liability coverage in commercially reasonable amounts if maintained by Lot Owner for the Property generally, and workers' compensation insurance as required by law. The City, its elected officials, officers, employees, and agents shall be named as additional insureds on the commercial general liability policy on a primary and noncontributory basis with respect to claims arising from the Property or this Agreement. Upon request, Lot Owner shall provide certificates of insurance evidencing the required coverage. Maintenance of insurance by Lot Owner shall not limit Lot Owner's liabilities or obligations under this Agreement. Any insurance carried by the City shall be for the City's own benefit only and shall not create any obligation to name Lot Owner or any Business as an additional insured. The City shall also carry commercially reasonable insurance covering the Parking Lot and shall name Lot Owner as an additional insured.

1. Authority; Title; No Conflicts. Lot Owner represents and warrants that it has full right, power, and authority to enter into and perform this Agreement; that it owns or controls the property interests necessary to grant the rights described herein; and that this Agreement does not and will not violate any deed restriction, lease, mortgage, security instrument, easement, covenant, court order, or other agreement affecting the Property. Lot Owner shall obtain and maintain, at its sole cost, all consents and approvals required from tenants, occupants, lenders, beneficiaries, or other third parties to ensure this Agreement remains valid and enforceable according to its terms.
2. Default; Remedies. If Lot Owner fails to perform any obligation under this Agreement, and such failure continues for ten (10) days after written notice from the City (or, in the case of an emergency or unsafe condition, immediately upon notice if cure cannot reasonably await expiration of such period), the City may, in addition to any other remedies available at law or in equity, suspend payments, perform or cause to be performed such obligation and recover its costs from Lot Owner, offset such costs against amounts due, seek injunctive or declaratory relief, or terminate this Agreement upon written notice. No delay or omission by the City in exercising any right or remedy shall operate as a waiver.
3. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when actually delivered or one (1) business day after deposit with a nationally recognized overnight delivery service, addressed to the Parties at their addresses stated above, or to such other address as a Party may designate by notice in accordance with this subsection.

To Lot Owner: _____

With a copy to: _____

To the City: City of Powell, Ohio
c/o City Manager
47 Hall Street
Powell, Ohio 43065

With a copy to: FBT Gibbons LLP
c/o Powell Law Director
10 W Broad St, Suite 2300
Columbus, Ohio 43215

4. Non-Appropriation; No Waiver of Governmental Powers. Notwithstanding anything herein to the contrary, the City's financial obligations under this Agreement are subject to annual appropriation of funds by the City and certification as required by law. Nothing in this Agreement shall be construed as limiting the City's exercise of its police powers, legislative authority, governmental discretion, or other governmental powers, or as a waiver of sovereign immunity, statutory defenses, or limitations of liability available to the City under applicable law.
5. Assignment; Successors. Lot Owner shall not assign this Agreement or transfer any interest in the Property that would affect this Agreement without first causing the transferee to assume in writing all of Lot Owner's obligations under this Agreement and providing the City with prompt written notice and a copy of the assumption instrument. Any transfer of the Property shall remain subject to this Agreement. The City may assign this Agreement to any governmental successor or related public entity without Lot Owner's consent.
6. Memorandum; Further Assurances. At the City's request, the Parties shall execute and deliver a short-form memorandum of this Agreement in recordable form so that the public parking rights granted herein may be reflected in the real property records of Delaware County, Ohio. Lot Owner shall execute such further documents and take such further actions as may be reasonably

necessary to carry out the intent of this Agreement and preserve the City's rights hereunder.

- D. Relationship of the Parties. Nothing in this Agreement shall be construed by Lot Owner or any third party as creating a partnership, joint venture, agency, fiduciary, employment, or other special relationship between the City and Lot Owner. The City is not a guarantor, operator, manager, possessor, or controller of the Property merely by virtue of this Agreement. Except as expressly provided herein for the City's benefit, this Agreement does not create rights in any third party, including any Business, tenant, occupant, customer, lender, or invitee.
- E. Entire Agreement. This Agreement contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon either the City or Lot Owner.
- F. Severability. If a court of competent jurisdiction determines that any provision of this Agreement is either invalid or unenforceable, the remaining provisions shall remain in full force and effect. The Parties shall negotiate in good faith to create and amend this Agreement with a replacement term that is as close as legally and reasonably practicable to the original term.
- G. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.
- H. Amendments and Modifications. No amendments or modifications of this Agreement shall be valid or binding upon either Party unless it is made in writing, cites to this Agreement, and is signed by City and Lot Owner.
- I. Binding Agreement. Any and all of the terms, conditions, and provisions of this Agreement shall be binding upon the Parties and shall inure to the benefit of the City and Lot Owner and their respective heirs, executors, administrators, successors, and assigns.
- J. Multiple Originals. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

The Parties have executed this Agreement on the date(s) indicated immediately below their respective signatures hereto.

[City's and Lot Owner's signatures on the following pages]

CITY:

THE CITY OF POWELL, OHIO

Andrew D. White, City Manager

Date: _____

Approved as to Form:

Yazan S. Ashrawi, Law Director

[Lot Owner's signature on the following page]

LOT OWNER:

Vincent J. Margello, Jr., Trustee, or his successors in trust under the Vincent J. Margello, Jr. Living Trust, dated January 8, 2001

By: _____

Its: _____

Date: _____

Certification 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: _____
Samantha L. Borchers,
Director of Finance

DATE: _____

0128851.0742695 4905-7056-0949v4



OFFICE OF THE CITY MANAGER

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

MEMO

From: Andrew D. White, City Manager

To: City Council

Initiated By: Andrew D. White, City Manager

Re: RESOLUTION 2026-50: A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PARKING AGREEMENT WITH VINCENT J. MARGELLO, JR., TRUSTEE OR HIS SUCCESSORS IN TRUST UNDER THE VINCENT J. MARGELLO, JR. LIVING TRUST, DATED JANUARY 8, 2001.

Date: September 1, 2026

Summary:

As outlined in current Council Initiatives and Expectations, this resolution seeks an authorization to enter into a parking agreement with the property owner of 59 East Olentangy Street (Margello). The site is located east of the former Cigar Shop located at 55 East Olentangy and Local Roots. The site is approximately 3 acres in total and currently supports a mixed use of parking, retail and residential. The owner of 59 East Olentangy has secured grant funds to demolish the structure, anticipated to be raised next month, which creates an opportunity to add additional parking spaces and a widening of the access drive to SR750. The current parking facility will be reconfigured to allow for separate private and public access points. The City anticipates the addition of 50 (+/-) new public spaces in the middle of downtown, which represents a significant increase in advance of the public parking areas that are being worked on with the Scioto Street Extension project to the north.

Once the building is removed from 55 East Olentangy the owner will begin work on a construction project which will mill and fill, restripe and placement of new concrete needed in the existing facility. A barrier will be put in place between the two new facilities, and the City will place signage to delineate private and public areas. The agreement authorizes the City to pay 50% of this construction work, not to exceed \$88,600.00.00.

The agreement anticipates a four-year term and fixed annual payments of \$115,000.00 to be paid quarterly each February, May, August November. Additionally, the City is responsible for snow and ice maintenance as incurred. This does represent a variable cost based on weather and also allows the Service Department to focus on public roadways, pathways and facilities.

Under the terms of agreement, the Owner is responsible to maintain commercial liability insurance of not less than \$1,00,00.00 per occurrence and \$2,000,000.00 aggregate combined with excess liability coverage.

Legal Review:

Law Director's office negotiated and drafted the parking agreement and related easements and approved those documents as to form.

Financial Review:

The Finance Director has thoroughly reviewed the 59 E. Olentangy St. parking agreement, has verified necessary funds are available, and is in support of the Resolution.

Recommendation:

Staff recommend City Council approve this resolution to allow the City to enter into this public and private parking lot agreement.