



**RESOLUTION 2024-46**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEMPORARY PARKING AGREEMENT WITH LIBERTY GREEN ACQUISITION LLC.**

**WHEREAS**, Liberty Green Acquisition LLC ("Owner") owns the property at 84 S. Liberty Street, Powell, OH 43065, which is Delaware County Auditor Parcel Number 319-431-03-019-002 ("Property"); and

**WHEREAS**, the City of Powell, Ohio is seeking temporary public parking across the City's footprint; and

**WHEREAS**, the Property contains parking lot spaces that the City could use to create additional public parking and the Owner as agreed to the same.


**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.

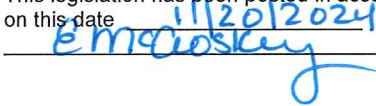
  
\_\_\_\_\_  
Tom Counts  
Mayor

11/19/24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Elaine McCloskey  
City Clerk

11/19/24  
\_\_\_\_\_  
Date

**EFFECTIVE DATE: November 19, 2024**

This legislation has been posted in accordance with the City Charter on this date 11/20/2024  
  
\_\_\_\_\_  
City Clerk



**TEMPORARY PARKING AGREEMENT**

This Temporary Parking Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Powell, Ohio, (the “City”) an Ohio municipal corporation with a principal place of business at 47 Hall Street, Powell, Ohio 43065 and Liberty Green Acquisition LLC, (“Lot Owner”), with a principal place of business at 84 South Liberty Street, Powell, Ohio 43065. The City and Lot Owner may be referred to collectively as “Parties” and individually as a “Party.”

**Background Information**

**Whereas**, Liberty Green Acquisition LLC owns the property known as Delaware County Auditor’s Parcel Number 319-431-03-019-002 located at 84 South Liberty Street, Powell, Ohio 43065 (the “Property”); and

**Whereas**, the City is seeking temporary public parking due to upcoming construction projects that may disrupt certain other public parking lots; and

**Whereas**, the Property contains parking lot spaces that the City could use to create additional public parking in the downtown area; and

**Whereas**, the Parties desire to enter into a temporary parking agreement to allow for public parking on the Property pursuant to the terms and conditions outlined in 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.** The general public shall have the right to use the parking lot on the Property until the expiration of this Agreement. The City shall provide all necessary signage related to that use for the benefit of the public.
  
- II. **Maintenance.** In exchange for Lot Owner permitting the City to use the Property’s parking lot for public parking and Lot Owner’s agreement to maintain the integrity of the Property and its fitness and use as a parking lot, the City shall reimburse the Lot Owner for all actual and reasonable expenses incurred and substantiated by the Lot Owner for said maintenance. Any such reimbursement shall not exceed a maximum of Seven Thousand Five Hundred Dollars (\$7500.00) per calendar year. On or before March 31 of each year, Lot Owner shall submit a written request for reimbursement of maintenance costs for the prior calendar year with supporting documentation. Lot Owner shall also submit a W9 to the City. The City shall reimburse the requested costs within thirty (30) days from receipt of the written request and supporting documentation so long as said costs and documentation are consistent with the terms of this Agreement.

EXHIBIT A

The Parties agree that the parking lot shall be returned to the Lot Owner in the same or better condition as it was immediately prior to its use as a public parking lot under this Agreement.

**III. *Duration.*** This Agreement shall be in effect until either the Northeast Quadrant Parking Lot construction is complete **or** until the Lot Owner or any successor in interest of the Lot Owner commences construction on the Property. Either Party may terminate this Agreement at any time upon providing 60 days' written notice to the other Party.

**IV. *Miscellaneous.***

A. 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.

B. Insurance. During the life of this Agreement, the City shall, at its sole cost and expense, keep in full force and effect, a commercial general liability policy, insuring the City against any liability or claim for personal liability, wrongful death, or property damage occurring within or upon the Property arising out of negligent actions of the City, with commercially reasonable policy limits. The City shall add the Lot Owner as an additional insured.

The City bears no responsibility for any damages to the structure or for any activity beyond the scope of use as a parking lot as articulated in this Agreement.

C. Relationship of the Parties. Nothing in this Agreement shall be construed by Lot Owner or any third party as creating a relationship between the City and Lot Owner as a partnership, association, joint venture, or anything other than City and Lot Owner as outlined in this Agreement. This Agreement does not confer any benefits on any third party.

D. 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.

E. 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.



EXHIBIT A

- F. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.
- G. 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.
- H. 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.
- I. 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]*

EXHIBIT A

**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]*

EXHIBIT A

**LOT OWNER:**

LIBERTY GREEN ACQUISITION LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATE OF AVAILABILITY OF FUNDS**

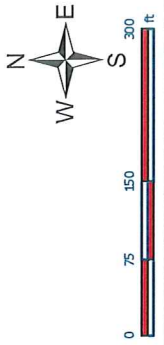
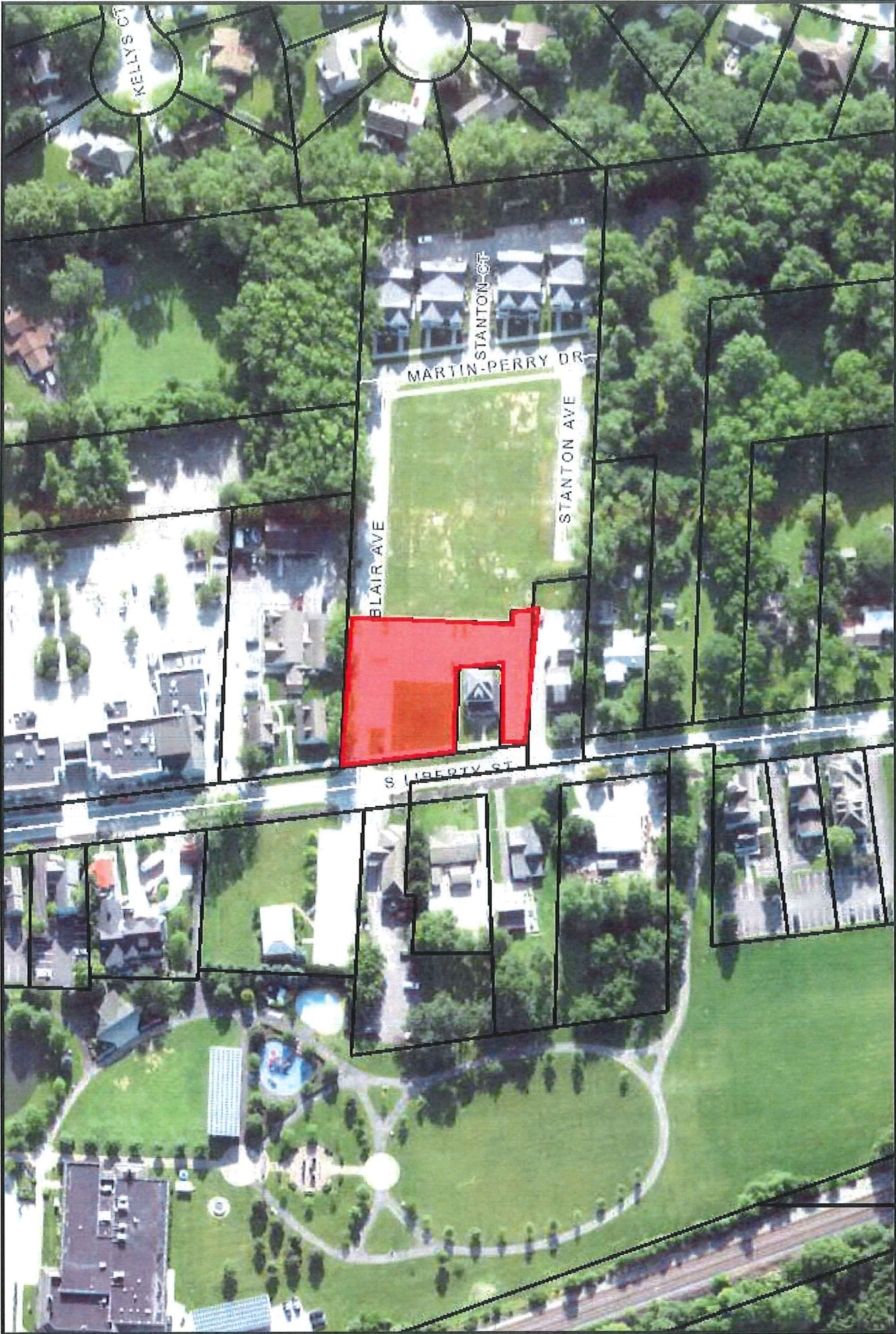
I certify that the money required to meet the obligations of the City of Powell hereunder has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Director

0128851.0615531 4874-5719-9827v4





## Powell Liberty Green Temp Public Parking

Information contained within this map may be used to generally locate, identify and inventory land parcels within Delaware County. Delaware County cannot warrant or guarantee the information contained herein, including, but not limited to its accuracy or completeness. The map parcel lines shown are approximate and this information cannot be constructed or used as a "legal description" of a parcel. Flood Plain information is obtained from FEMA and is administered by the Delaware County Building Department (740-833-2201). Please report any errors or omissions to the Delaware County Auditor's office at [delcogis@co.delaware.oh.us](mailto:delcogis@co.delaware.oh.us).

Prepared by: Delaware County Auditor's GIS Office

Printed on 11/13/2024



Delaware County Auditor  
George Kaitsa



