

RESOLUTION NO 6929-2020

*Introduced by: Mr. Ray
First Reading: January 6, 2020
Second Reading: January 21, 2020
Third Reading: February 3, 2020*

A RESOLUTION ACCEPTING THE PROPOSAL FROM HAMMONTREE AND ASSOCIATES, LTD TO UPDATE AND MAINTAIN THE VILLAGE OF LAKEMORE ASSET MANAGEMENT STUDY THROUGH 2020

Now, Therefore, Be it Resolved by the Council of the Village of Lakemore, County of Summit, State of Ohio:

Section 1: Council accepts the proposal from Hammontree and Associates, Ltd to update and maintain the Village of Lakemore Asset Management study through 2020 as required by the Ohio EPA.

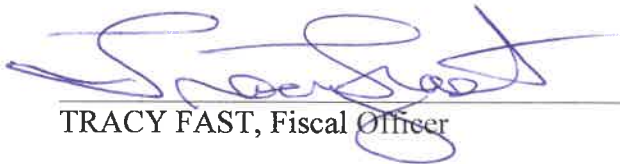
Section 2: The proposal and terms of payment are attached hereto and made part hereof as if fully re-written herein.

Section 3: This Resolution shall go into effect on and after the earliest period allowed by law.

Passed: February 3, 2020


RICHARD COLE, JR., Mayor

ATTEST:


TRACY FAST, Fiscal Officer

I, Tracy Fast, Fiscal Officer of the Village of Lakemore, do hereby certify that the foregoing Resolution No. 6929-2020 was duly adopted by Council at its regular meeting held on February 3, 2020.


TRACY FAST, Fiscal Officer

Ordinance 1661-2020

Presented By Ms. Snyder
First Reading: January 6, 2020
Second Reading: January 21, 2020
Third Reading: February 3, 2020

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (“Settlement Agreement”) is made and is effective by, between, and among Darryl Morgan (“Morgan”) and the Village of Lakemore (“Lakemore”); together the “Parties,” and each a “Party.”

RECITALS

WHEREAS, Morgan owns the real property located at 2705 Ottawa Avenue, Akron, Ohio, 44312 (“Property”);

WHEREAS, the residential home on the Property began experiencing significant flooding in 2016;

WHEREAS, it is alleged that a storm sewer running underneath the Property was owned by Lakemore and that obstructions in said storm sewer caused flooding on the Property and the residential home on the Property;

WHEREAS, Property was allegedly damaged by said flooding;

WHEREAS, it is alleged that Lakemore, through its employees or officials, instructed Morgan to take action to re-route and replace the storm sewer pipe and catch basin on the property;

WHEREAS, it is alleged that Morgan followed the instructions of Lakemore’s employees and/or officials to make certain repairs and changes to the Property and the referenced storm sewer system;

WHEREAS, it is alleged that Morgan and the Property have sustained damages as a result of the actions described above; and

WHEREAS, the Parties desire to settle all outstanding matters between them related to the claims that have been raised or that could have been raised relative to the Property and the actions described above upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all Parties, the Parties covenant and agree as follows:

1. This Agreement shall have no precedential value and cannot be interpreted, construed, or relied upon in any manner to suggest that Lakemore is responsible for any other property damage within the Village, nor should it be interpreted, construed, or relied upon to support the argument that Lakemore would handle any other allegedly similar situations in a similar manner. For the avoidance of doubt, this Agreement is a settlement of a unique situation and cannot be relied upon or used as evidence that any other matters in the Village should be resolved in a similar manner.
2. Upon the effectiveness of this Settlement Agreement, Lakemore will pay \$7,300.00 to Morgan to reimburse it for its costs and expenses in this matter.
3. Morgan shall provide Lakemore an easement to enter onto the Property to repair, maintain, and otherwise improve any portion of a public storm sewer (or any other utilities) that are still situated on the Property.
4. Morgan, on behalf of his heirs, successors, and assigns, hereby covenants and agrees not to make, file, institute, maintain or prosecute any suit, action, proceeding or claim of any nature or description whatsoever, whether at law, in equity, or otherwise, against Lakemore and its respective parents, subsidiaries, and/or affiliate companies, elected officials, appointed officials, shareholders, directors, officers, members, managers, agents, representatives, employees, contractors, subcontractors, partners, joint ventures, insurers, reinsurers, affiliates, predecessors, heirs, successors, assigns, trustees, and/or receivers with respect to (and including) any and all claims, demands, actions, causes of action, suits, proceedings, controversies, judgments, allegations, promises, agreements, losses, costs, expenses, sanctions, fines, penalties, charges, debts, obligations, liabilities and damages of every kind and nature, including injury to persons, reputation, and/or property, equitable relief, and/or remedies, costs, attorney fees, expenses, prejudgment interest, post-settlement interest, interest of any other kind, and any other remedies and relief of every kind and nature whatsoever, which it has asserted or could have asserted or may have had, may now have, or may hereafter have, whether known or unknown, and whether or not anticipated or foreseeable, that arises out of, as a consequence of, and/or by reason of (whether directly or indirectly) or relates to the subject matter of this Settlement Agreement.



The foregoing shall be deemed a covenant not to sue and shall be an absolute defense to any action, suit, proceeding or claim brought by any Party in violation of said covenant, and in any such action, suit, or proceeding, this Settlement Agreement may be introduced into evidence to bar any such action, suit, or proceeding.

5. The Parties represent, warrant, and agree that this Settlement Agreement represents the compromise of disputed claims, and that the terms, covenants, and commitments set forth in this Settlement Agreement are not to be construed as an admission of liability or wrongdoing by any Party, and that all liability and wrongdoing is expressly denied.

6. This Settlement Agreement may be executed in counterparts and all such counterparts shall constitute one agreement binding on all the Parties, notwithstanding that all the Parties are not signatories to the same counterpart.
7. The persons executing this Settlement Agreement, including those doing so on behalf of the entities who are Parties to this Settlement Agreement, certify and represent that they have the authority to execute this Settlement Agreement and to make the agreements and grant the approvals contained herein.

This Settlement Agreement shall be effective as of the date that all Parties have executed this Settlement Agreement.

DARRYL MORGAN

By: 
Darryl Morgan
DARRYL


Date: 2/10, 2020

VILLAGE OF LAKEMORE

By: 
Richard Cole, Jr., Mayor

Date: 2/3, 2020

Approved as to legal form and correctness:

Ben Chojnacki
Village Solicitor
Village of Lakemore

Date: ____, 2020

RESOLUTION NO 6930-2020

*Introduced by: Ms. Snyder
First Reading: January 6, 2020
Second Reading: January 21, 2020
Third Reading: February 3, 2020*

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE SUMMIT COUNTY PUBLIC DEFENDER'S COMMISSION FOR DEFENSE OF INDIGENTS IN THE AKRON MUNICIPAL COURT FOR A PERIOD OF JANUARY 1, 2020, THROUGH DECEMBER 31, 2020

WHEREAS, the Village of Lakemore requires legal counsel in the Akron Municipal Court relative to the defense of indigent persons; and

WHEREAS, the Summit County Public Defender's Commission possesses the requisite qualifications needed to provide such services.

Now Therefore, Be it Resolved by the Council of the Village of Lakemore, County of Summit, and State of Ohio:

Section 1: The Mayor is hereby authorized to enter into a contract with the Summit County Public Defender's Commission for the defense of indigents in the City of Akron Municipal Court for the period of January 1, 2020 through December 31, 2020.

Section 2: The cost for such services shall be a sum not to exceed \$170.00 per case for 2020.

Section 3: The representation of indigent persons shall not exceed the fee schedule in effect and adopted by Summit County, Ohio of up to \$750.00 per case as and for a trial.

Section 4: A copy of this contract is attached hereto and made part hereof as if fully re-written herein.

Section 5: A certified copy of this Resolution shall accompany the contract signed by the Mayor and shall be forwarded to the Summit County Public Defender's Commission.

Section 6: This Resolution is shall take full force and effect on and after the earliest period allowed by law.

Passed: February 3, 2020



RICHARD COLE, JR., Mayor

