



Resolution Of The Board Of Directors of the University Estates Home Owners Association (UEHOA), Approving the Memorandum Of Understanding (M.O.U.) between UEHOA and The City of Athens,

Effective June 29, 2023.

Whereas, The University Estates Home Owners Association (UEHOA) is the mandatory home owners association for the University Estates neighborhood in the city of Athens, Ohio; and

Whereas, UEHOA and the City of Athens have reached an agreement on the terms of a M.O.U.; and

Now, Therefore, Be It Resolved, that this Board hereby and unanimously approves the terms and conditions of the M.O.U. between the City and UEHOA., a copy of which accompanies this Board item and is incorporated by reference herein;

Be It Further Resolved the terms and conditions of the Memorandum of Understanding shall be in full force and effect from the date of Board adoption until such time as either party notifies the other of intent to revoke the agreement;

Finally, Be It Further Resolved by unanimous vote of this board that UEHOA's Board president is granted the authority to sign the document affirming the provisions of this resolution.

Jeff Finlay, board president  
John Wharton, board vice president  
Julie Torski, board secretary  
Ken Cutright, board treasurer  
Jason Harmon, member at large  
John Molinaro, member at large  
Jim Strode, member at large

## Memorandum of Understanding

Date: June 20 2023

To: John Wharton and University Estates Homeowners' Association

From: Andrew Stone, Service-Safety Director

Re: Division of operations and maintenance responsibilities for public property amenities in the University Estates subdivision

### Introduction:

The University Estates subdivision in the City of Athens is one of the premier neighborhoods in the city. As such, the neighborhood contains amenities constructed on public property in the area that are not practicable or available in other areas. The City of Athens acknowledges that University Estates residents pay their fair share of city taxes in accordance with prescribed taxation laws, and have previously reimbursed portions of the city's costs with special assessments. In the interest of maintaining and operating these amenities to the neighborhood's preferred standards, the City of Athens and the University Estates Home Owners Association are establishing this agreement to burden-share and delineate responsibilities for their maintenance and operation.

For the purpose of this document, the University Estates Homeowners Association will be known as "UEHOA" and the City of Athens as "City."

### UEHOA will:

- Care for any landscaping and mowing on the sides of UE Blvd in the entryway of the development.
- Improve and care for any structure or signage at the entrance of the development; new structures and signs must be approved by the city and conform with city zoning regulations
- Care for any specialty plantings (flowers, etc) in the center island of UE Blvd.
- Pay for ½ of electric bills for street lighting in the development
- Comply with all laws of the State of Ohio and City of Athens.

### City will:

- Pay for ½ of electric bill for street lighting in the development and maintain city-owned street lights
- Report light maintenance issues to electric utility for electric utility-owned street lights
- Mow the entrance areas along SR 682
- Mow the center islands on UE Blvd.

- Conduct sidearm mower mowing between the bikepath spur and the gravel road that goes between UE Blvd and Armitage Rd.

All other maintenance responsibilities will be the normal division between public and private property as established in city code and other applicable laws and regulations.

**Indemnification:**

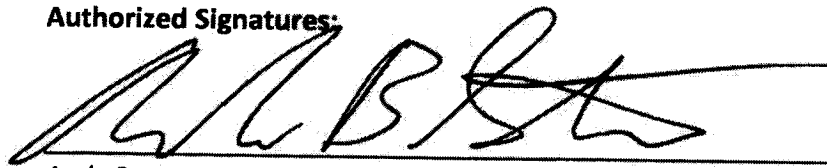
UEHOA shall maintain insurance policies to cover any staff, volunteers, or participants working on its behalf, attached as Appendix A. UEHOA hereby agrees to indemnify and save the City of Athens harmless from all claims, demands, costs, expenses and compensation which may arise from UEHOA staff, volunteers, or participants claims or assertions while performing maintenance and operations.

**Term:**

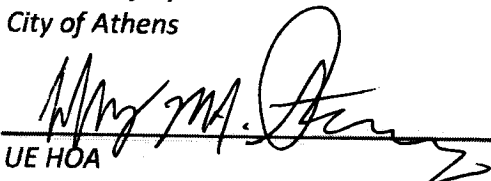
The term of this agreement will be in force beginning \_\_\_\_\_, 2023 and remain in effect for one year, at which time it will renew annually. Either party may cancel renewal with 2 months written notice prior to the annual renewal.

This Memorandum of Agreement made and entered into this \_\_\_ day of \_\_\_, 2023.

**Authorized Signatures:**

  
\_\_\_\_\_  
Andy Stone  
Service-Safety Director  
City of Athens

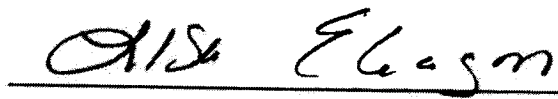
6/20/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
UE HOA

6-29-2023  
\_\_\_\_\_  
Date

(Attach resolution from the UEHOA governing board authorizing the signing of this memorandum of understanding as appendix B)

**Reviewed and Approved as to form:**

  
\_\_\_\_\_  
Lisa Eliason, Law Director, City of Athens

6-22-23  
\_\_\_\_\_  
Date