

1 **Section 1.** The City Manager is authorized to enter into a settlement agreement with William Joseph
2 and Jill Goodfellow Childers, in an amount not to exceed Forty-Nine Thousand Dollars (\$49,000.00), and
3 with Mark and Joellen Stodola, in an amount not to exceed Forty-Nine Thousand Dollars (\$49,000.00), to
4 resolve any and all claims for damages currently stated, or which may otherwise arise in the future, as a
5 result of the cancelled sale, purchase, or construction on the Property.

6 **Section 2.** Funds for this settlement agreement, upon receipt by the City of appropriate releases
7 approved as to form by the Office of the City Attorney are available in Account No. _____.

8 **Section 3. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or
9 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or
10 adjudication shall not affect the remaining portions of the resolution which shall remain in full force and
11 effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the
12 resolution.

13 **Section 3. Repealer.** All laws, ordinances, resolutions, or parts of the same that are inconsistent with
14 the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

15 **PASSED: September 5, 2023**

16 **ATTEST:**

APPROVED:

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18 _____
19 **Susan Langley, City Clerk**

_____ **Frank Scott, Jr., Mayor**

20 **APPROVED AS TO LEGAL FORM:**

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23 **Thomas M. Carpenter, City Attorney**

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