

RESOLUTION NO. 64-18
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER OpAnne Rose ON THE 19th DAY
OF November, 2018.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER
TO ENTER INTO THE THIRD AMENDMENT TO PARKING LOT EXPENSE
AGREEMENT WITH WASHINGTON TOWNSHIP.

WHEREAS, the City and Washington Township had successfully negotiated a Parking
Lot Expense Agreement for Cross Point Church Land Lease, which agreement is set to
expire on December 31, 2018; and

WHEREAS, the Land Lease agreement has been extended for ten years; and

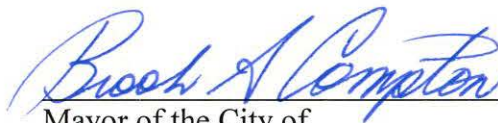
WHEREAS, the City and Washington Township have successfully negotiated an
Amendment to its prior agreement whereby the City and Township will continue to
provide and maintain public parking in the town center; and

WHEREAS, this Council has determined that it would be in the best interests of the
citizens of Centerville to enter into said agreement.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the City Manager is authorized and directed to enter into the Third
Amendment to Parking Lot Expense Agreement for Cross Point Church Land Lease with
Washington Township to equally share the expenses associated with the occupation and
use of a parking lot in accordance with the terms of said agreement, copy of which is
attached hereto as Exhibit "A" and incorporated herein.

PASSED THIS 19th day of November, 2018.



Mayor of the City of
Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 64-18, passed by the Council of the City of Centerville, Ohio on the 19th day of November, 2018.

Carin K. Andrew
Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

**THIRD AMENDMENT TO PARKING LOT EXPENSE AGREEMENT
FOR CROSS POINT CHURCH LAND LEASE**

THIS AGREEMENT made at Centerville, Ohio by and between the City of Centerville, Ohio, 100 W. Spring Valley Road, Centerville, Ohio, 45458, an Ohio municipal corporation (hereinafter "the City") and the Board of Township Trustees of Washington Township, Montgomery County, Ohio, 8200 McEwen Road, Centerville, Ohio, 45458, an Ohio political subdivision (hereinafter "the Township").

WITNESSETH:

WHEREAS, the City executed a land lease with Cross Point Church ("Land Lease") for the parking lot located at 38 N. Main Street, Centerville, Ohio, in 2003 ("Parking Lot") to provide additional public parking in the Architectural Preservation District/Town Hall Area; and

WHEREAS, the City has executed a new Land Lease with Cross Point Church for the Parking Lot that extends the term of the lease to December 31, 2028; and

WHEREAS, the City and the Township executed a parking lot expense agreement ("Parking Lot Expense Agreement") in January, 2009, which was subsequently amended in December, 2010 and May, 2013, for the Parking Lot to share the costs associated with the Land Lease ("Parking Lot Expense Agreement"); and,

WHEREAS, the Parking Lot Expense Agreement between the parties is set to expire on December 31, 2018; and

WHEREAS, both parties wish to extend the term of the Parking Lot Expense Agreement beyond December 31, 2018, to provide additional public parking for the Architectural Preservation District/Town Hall Area for the benefit of the overall community.

NOW, THEREFORE, in consideration of the foregoing recitations and the benefits to them mutually accruing, the parties agree as follows:

Section 1 – All terms and conditions of the Parking Lot Expense Agreement executed in 2009 and as amended in 2010 and 2013, shall remain in full force and effect except as otherwise modified herein.

Section 2 - The Parking Lot Expense Agreement shall now expire on December 31, 2028.

Section 3 - The Township shall pay to the City a sum equal to Fifty percent (50%) of the annual rent cost paid by the City to the Cross Point Church under the Land Lease agreement.

Section 4 - The Township further agrees to reimburse and pay Fifty Percent (50%) of the costs incurred by the City during the term of the Land Lease to maintain the Parking Lot. The amount of maintenance expense to be paid by the Township shall be in addition to the rent to be paid pursuant to Section 3 of this Amendment.

Executed by the parties hereto as of the day and year set forth beneath each party's respective signature.

CITY OF CENTERVILLE, OHIO

By: Wayne S. Davis

Its: City Manager

Date: _____

BOARD OF TOWNSHIP TRUSTEES OF
WASHINGTON TOWNSHIP,
MONTGOMERY COUNTY, OHIO

By: _____

Its: _____

Date: _____

Approved as to form:

Scott A. Liberman
Centerville Municipal Attorney

FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of Washington Township under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of Washington Township during the year 2019 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2018

Fiscal Officer
Washington Township