

RESOLUTION NO. 21-13  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Brooks Compton ON THE 20<sup>th</sup>  
DAY OF May, 2013.

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

WHEREAS, the City executed a land lease for the parking lot located at  
38 N. Main Street, Centerville, Ohio, in 2003 to provide additional public parking  
in the Architectural Preservation District; and

WHEREAS, the City has executed a land lease amendment for said  
parking lot that extends the term of the lease to December 31, 2018; and

WHEREAS, the City and the Township executed a parking lot expense  
agreement, and subsequent amendments, for the parking lot located at 38 N. Main  
Street, Centerville, Ohio, to share the costs associated with the land lease; and

WHEREAS, the City and Township have negotiated for an extension of  
said lot expense agreement; 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 an  
amendment to the agreement 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, a copy of which is attached hereto as Exhibit  
"A" and incorporated herein.

Section 2. This Resolution is to take effect at the earliest date allowed by law.

PASSED THIS 20<sup>th</sup> day of May, 2013.

  
Mayor of the City of  
Centerville, Ohio

ATTEST:

Debra A. James  
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. 21-13, passed by the Council of the City of Centerville, Ohio on the 20th day of May, 2013.

Debra A. James  
Clerk of the Council

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

**AMENDMENT TO PARKING LOT EXPENSE AGREEMENT**

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 for the parking lot located at 38 N. Main Street, Centerville, Ohio, in 2003 to provide additional public parking in the Architectural Preservation District; and

WHEREAS, the City has executed a land lease amendment for said parking lot that extends the term of the lease to December 31, 2018; and

WHEREAS, the City and the Township executed a parking lot expense agreement, and subsequent amendments, for the parking lot located at 38 N. Main Street, Centerville, Ohio, to share the costs associated with the land lease; and,

WHEREAS, the cost sharing arrangement between the parties is set to expire on August 31, 2013; and

WHEREAS, both parties wish to extend the term of the parking lot expense agreement beyond August 31, 2013, 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 2003 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, 2018.
- Section 3 - The Township shall pay to the City a sum equal to 50% (fifty Percent) of the rent cost paid by the City to the Cross Point Church under its 2013 lease agreement extension with the Church.
- Section 4 - The Township agrees to share 50% (Fifty Percent) of the cost incurred by the City during the term of the Agreement 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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year set forth beneath each party's respective signature.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

CITY OF CENTERVILLE, OHIO

By: \_\_\_\_\_  
Gregory B. Horn, City Manager

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

STATE OF OHIO                    )  
  )  
COUNTY OF MONTGOMERY        )

SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by Gregory B. Horn, City Manager.

\_\_\_\_\_  
Notary Public

STATE OF OHIO                    )  
  )  
COUNTY OF MONTGOMERY        )

SS:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2013, before me, the subscriber, a Notary Public in and for said County and State, personally came \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, which executed the foregoing instrument, who acknowledged that he did sign said instrument as such officer on behalf of said municipal

corporation and by authority of the City Council; that said instrument was signed as his free act and deed individually, and the free act and deed of said corporation.

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Notary Public

Approved as to form:

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Scott A. Liberman  
Municipal Attorney

This Agreement prepared by:

Scott A. Liberman (0058432)  
Altick & Corwin Co., L.P.A.  
1 South Main St., Suite 1590  
Dayton, Ohio 45402