

RESOLUTION NO. 44-12  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Beals ON THE 15<sup>th</sup> DAY  
OF October, 2012.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WASHINGTON TOWNSHIP AND YANKEE TRACE DEVELOPMENT, LLC FOR THE DETACHMENT AND RE-ANNEXATION OF PROPERTY LOCATED AT YANKEE TRACE CONSISTING OF SEVEN LOTS.

WHEREAS, Yankee Trace Development, LLC is the owner of real property located in Yankee Trace that includes seven lots located in The Highlands at Yankee Trace - Section Three; and

WHEREAS, as a result of the method of annexation utilized to annex the Property into the boundaries of the City of Centerville in 2006, the Property is currently, in effect, being subjected to double taxation as a result of taxes and assessments and payments due to Washington Township pursuant to Ohio Revised Code (ORC) Section 709.19; and

WHEREAS, the City of Centerville, Washington Township and Yankee Trace Development, LLC have reached certain agreements regarding the detachment of the Property and the subsequent re-annexation of the Property into the boundaries of the City of Centerville, utilizing an Annexation Agreement pursuant to ORC Section 709.191, which will eliminate the double taxation effect upon the Property; and

WHEREAS, the three parties have successfully negotiated an agreement whereby the City and Township will agree to a process and agreements necessary to detach the property and immediately re-annex the property into the City; and

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

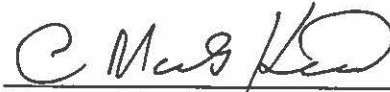
NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager is authorized and directed to enter into an agreement with Washington Township and Yankee Trace Development, LLC, to accomplish the task of detachment of the subject Properties and then re-annexation of the subject Properties in substantial compliance and accordance with the terms of said agreement or a substantially similar agreement that accomplishes the goals set forth herein, a copy said agreement is attached hereto as Exhibit "A" and incorporated herein.

Section 2. The City agrees to take all steps necessary to detach the subject Properties and to then subsequently re-annex those properties into the City, but only upon the condition that Washington Township cooperates in the same manner as outlined in the Agreement.

Section 3. This Resolution shall take effect at the earliest time allowed by law.

PASSED THIS 15<sup>th</sup> day of October, 2012.



\_\_\_\_\_  
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. 44-12, passed by the Council of the City of Centerville, Ohio on the 15<sup>th</sup> day of October, 2012.



\_\_\_\_\_  
Clerk of the Council

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

AGREEMENT

This Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 (the "Effective Date") among YANKEE TRACE DEVELOPMENT, LLC, an Ohio limited liability company, successor by conversion to Yankee Trace Development, Inc., an Ohio corporation (the "Developer"), THE CITY OF CENTERVILLE, OHIO, an Ohio municipal corporation (the "City") and WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, OHIO (the "Township") under the following circumstances:

A. The Developer is the owner of the real property as described in Exhibit A attached hereto and made a part hereof and as shown on the plat attached hereto as Exhibit B and made a part hereof (the "Property").

B. As a result of the method of annexation utilized to annex the Property into the boundaries of the City in 2006, the Property is currently, in effect, being subjected to double taxation as a result of taxes and assessments and payments due to the Township pursuant to Ohio Revised Code ("ORC") Section 709.19.

C. The City, Township and Developer have reached certain agreements regarding the detachment of the Property, and the subsequent re-annexation of the Property into the boundaries of Centerville, utilizing an Annexation Agreement pursuant to ORC Section 709.191, which will eliminate the double taxation effect upon the Property, all pursuant and subject to the terms and provisions of this Agreement and the procedures described in the outline attached hereto as Exhibit C (the "Procedural Outline").

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, the City, the Township and the Developer agree as follows:

1. The parties hereto shall cause the Property to be detached from the City pursuant to ORC Section 709.38. As part of the detachment, and prior to the filing by the Developer of the Petition for Detachment with the Montgomery County, Ohio Board of Commissioners, the Township and the County shall enter into a Detachment Agreement pursuant to ORC Section 709.38 in the form as attached hereto as Exhibit D (the "Detachment Agreement").

2. The parties shall commence annexation of the Property into the City pursuant to ORC Sections 709.02 and 709.021 prior to completion of the detachment process as described above in Section 1 of this Agreement. As part of the annexation of the Property, and prior to (i) the filing by the Developer of the necessary annexation petition with the Montgomery County, Ohio Board of Commissioners, or (ii) the recording of the detachment as described above in Section 1 of this Agreement, the Township and the County shall enter into an Annexation Agreement pursuant to ORC Section 709.191, in the form as attached hereto as Exhibit E (the "Annexation

Agreement”), which pursuant to ORC Section 709.192, shall eliminate any requirement for payment of any taxes or assessments to the Township, including payments due to the Township pursuant to ORC Section 709.19 or ORC Section 709.023. The Petition for annexation shall be prepared and executed and filed the same day the above described detachment is recorded.

3. The parties hereto agree to expedite the filing of petitions, the holding of hearings, and the completion of the documents as necessary to cause the detachment and re-annexation of the Property as described in this Agreement, and pursuant to the procedures as described in the Procedural Outline, and, in addition to the over-lapping procedures described above in Section 2, to the extent legally possible to do so, the detachment process and annexation process contemplated hereby will be completed on a concurrent basis.

4. Developer shall cause its counsel to complete the Detachment Agreement, the Annexation Agreement, and the petitions and other documents and instruments as necessary to complete the procedures described in this Agreement. In addition, Developer shall be responsible for providing the legal descriptions, plats and other similar items necessary to complete the detachment and annexation process as contemplated under this Agreement.

5. As consideration for the Township's agreements herein, as and when each of the seven (7) lots to be created within the Property (the “Lots”) as shown on Exhibit B (Lots 39, 40, 43, 44, 45, 46 and 47) are sold as completed homes for the first time, City, after receiving payment from Developer, shall cause to be paid to the Township the amount of Three Thousand Five Hundred Dollars (\$3,500.00) such payment obligation shall be a one-time per lot obligation only, and such obligation shall not be effective as to, or apply to, the transfer of lots prior to the construction of a home thereon. The Developer shall pay the above referenced payments in order that the City can make such payments to the Township as required by the terms of the Annexation Agreement. Developer acknowledges and agrees that the Township is relying upon the agreement by Developer to make these payments and agrees that either the Township or the City may enforce the obligation of Developer to make the payments.

6. This Agreement may only be amended, revised or altered pursuant to an amendment in writing, executed by all of the parties hereto, and with respect to the City and the Township, properly promulgated and approved in accordance with their respective legislative authorities.

7. The parties hereto agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions and similar documents, as appropriate, and to take such other actions as are necessary to effectuate the purposes of this Agreement. Such cooperation shall include all parties hereto instructing the Montgomery County taxing authorities to charge the Lots only for real

estate taxes and assessments typically charged for real property located within the City and not for Township assessments for roads and bridges or police levies.

8. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

9. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

10. If any term or provision of this Agreement is held to be invalid, such invalidity shall not affect other terms, conditions, or provisions that can be given effect without the invalid term, condition, or provision and, to this end, the terms and provisions of this Agreement are declared severable; provided, however, that in the event of invalidation of any portion of this Agreement, the parties hereto shall, upon the written request of any other party hereto, meet within thirty (30) days after the receipt of such request, and modify the invalidated provision(s) in such a manner so as to accomplish the purpose and intent of this Agreement, with time being of the essence. Notwithstanding the preceding provision, the Township, the City and the Developer agree and acknowledge that the agreement to annex the Property to the City after completion of the detachment process is of a critical nature, and in no event shall the parties hereto to be required to complete the detachment of the Property if it is determined by any of them that the annexation of the Property with the above described Annexation Agreement cannot be completed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

CITY OF CENTERVILLE, OHIO

YANKEE TRACE DEVELOPMENT, LLC,  
an Ohio limited liability company,  
successor by conversion to Yankee  
Trace Development, Inc., an Ohio  
corporation

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

Print Name: \_\_\_\_\_

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

By: Great Traditions Development  
Group, Inc., an Ohio corporation  
Its: Managing Member

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

Print: \_\_\_\_\_

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

WASHINGTON TOWNSHIP, MONTGOMERY  
COUNTY, OHIO

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

Print: \_\_\_\_\_

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

APPROVED AS TO FORM:

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

Print: \_\_\_\_\_

City Attorney, City of Centerville



EXHIBIT A

8900 Tylersville Road, Suite A  
Mason, OH 45040  
phone: 513.336.8600  
fax: 513.336.9355  
www.bayerbecker.com

December 14, 2005

DESCRIPTION:

John & Mary Reese  
1.214 Acres  
Annexation into the City of Centerville

LOCATION:

Washington Township  
Montgomery County, Ohio



Situate in Section 34, Town 3, Range 5, M.Rs., Washington Township, Montgomery County, Ohio and being part of a 5.887 acre parcel conveyed to John & Mary Reese as recorded in M.F.# 78-0276-A06 of the Montgomery County Recorder's Office containing 1.214 acres to be annexed into the City of Centerville and being further described as follows:

Begin at the southwest corner of lot 271 of Rose Estates, Section 14 as recorded in Plat Book 107, Page 47 of the Montgomery County Recorder's Office, said corner also being on a easterly line of a 3.988 acre parcel as conveyed to Yankee Trace Development Inc., as recorded in M.F. #01-0683-E05 and on the north line of said Section 34, a north line of the existing corporation line and the true point of beginning;

- thence from the true point of beginning, departing said Yankee Trace Development, Inc., with said Section line, said Rose Estates and said existing corporation line, North 88°44'02" East, 414.88 feet;
- thence departing said Section line, said Rose Estates and said existing corporation line, with the proposed corporation line, South 16°19'33" West, 205.39 feet, to a northeast corner of a 40.728 acre parcel as conveyed to Yankee Trace Development, Inc. as recorded in M.F.# 01-0683-D08 and a northwest corner of a 4.175 acre remainder parcel as conveyed to Kevin A. & Polly A. Harker as recorded in I.R. #03-06888-00 and the existing corporation line;
- thence departing said proposed corporation line and said Harker, with said Yankee Trace Development, Inc. and said existing corporation line, North 71°27'47" West, 378.02 feet to a easterly corner of said 3.988 acre parcel conveyed to said Yankee Trace Development, Inc.;
- thence departing said 40.728 acre parcel conveyed to said Yankee Trace Development, Inc. continuing with said existing corporation line, and with said 3.988 acre parcel conveyed to said Yankee Trace Development, Inc. North 02°08'03" East, 87.60 feet to the true point of beginning, containing 1.214 acres of land subject to all easements and rights of way of record.

This description was based on existing deeds and plats of record and does not represent a new survey.

Prepared by Bayer Becker Engineers, Jeffrey O. Lamberti P.S. #7688.

J:\YANKEE\03M003\Legal\03M003-000 AX 01.dwg  
 700 Niles Road 14 East Eighth Street 8900 Tylersville Road 777 Ends Pkwy., Suite C  
 Fairfield, OH 45014 Covington, KY 41011 Mason, OH 45040 Lawrenceburg, IN 47025  
 (513) 336-8600

**EXHIBIT B**



SEWER IMPROVEMENT AREA #1  
 SOUTH HOLEY CREEK SUBDISTRICT  
 GREATER MCKEAN-SHAVERCREEK SEWER DISTRICT  
**THE HIGHLANDS AT YANKEE TRACE**  
 SECTION THREE  
 SECTION 34, TOWNSHIP 34 NORTH, RANGE 3 WEST  
 CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO

STREET TREE PLAN

Scale: SEE GRAPHIC SCALE	Date: 8/13/2011
Drawn: <i>CM</i>	Checked: <i>MS</i>
Designed: <i>CM</i>	Reviewed: <i>MS</i>
Approved: <i>[Signature]</i>	Author: <i>[Signature]</i>



## EXHIBIT C

### OUTLINE

- I. Enter into overall detachment/annexation agreement – property owner, Township, City to outline all terms and conditions for detachment and agreement to re-annex
  - a. City will propose and pass Resolution authorizing City Manager to enter into Agreement
- II. Enter into detachment agreement – Township and City
  - a. Agreement should address ORC § 709.38 issues rather than allow County Commissioners to make determinations (i.e. debt adjustment between City and Township relative to detached property)
  - b. Ordinance accepting Detachment Agreement and consent to detachment introduced at City council hearing and set for hearing with 7 day public notice
- III. Enter into annexation agreement – Township and City (Prior to completion of detachment)
  - a. Agreement made pursuant to ORC § 709.191
  - b. See ORC § 709.192 for list of permissive inclusions in agreement
    - i. Must make “alternate provisions regarding payments by the municipal corporation” to avoid default payment provisions set forth in ORC § 709-19. This is the critical portion of the annexation agreement needed in order to remove the double taxation.
  - c. Service Resolution for annexed property for City
  - d. Agreement and Service Resolution introduced at City council hearing and set for hearing with 7 day public notice
- IV. Detachment – see ORC § 709.38
  - a. Petition to County Commissioners
    - i. Needs to be signed by majority of owners
    - ii. Needs consent of municipal corporation
  - b. Detachment agreement – (see II.a above)
  - c. Plat map
    - i. Legal description of perimeter of annexed property
    - ii. Parcel number and address for each parcel included in annexed property and adjacent parcels
- V. Expedited annexation
  - a. Petition to County Commissioners (to be filed same day as recording of detachment)
    - i. Consent of all owners of property – See ORC § 709.02 and § 709.021
    - ii. All parties waive right to appeal decision of County Commissioners
    - iii. Designate agent for petitioners
  - b. Annexation agreement (see III above)

- c. Service Resolution for City for annexed property (see III above)
- d. Plat map
  - i. Legal description of perimeter of annexed property
  - ii. Parcel number and address for each parcel included in annexed property and adjacent parcels
- e. Procedure – designated agent must the following (ORC § 709.03):
  - i. Within 5 days of notice of scheduling of annexation hearing, provide notice of date and time of hearing via certified mail to clerk of municipality and clerk of township
    - 1. File proof of service with County Commissioners within 10 days of service completion
  - ii. Within 10 days of notice of scheduling of annexation hearing, provide notice of date and time of hearing via regular mail to all owners of annexed property and owners of adjacent property
    - 1. Include plat map, notice where full petition can be reviewed, notice that any owner signing petition can have signature removed during next 21 days
    - 2. File with County Commissioners a notarized affidavit within 10 days of mailing stating that service made
  - iii. Publish notice of hearing at least once and at least 7 days prior to date of hearing in newspaper of general circulation
    - 1. File with County Commissioners proof of publication within 10 days of completion or at hearing
  - iv. 60 days after delivery of County Commission annexation hearing materials to City, the City begins process of accepting the annexation
    - 1. City approves resolution accepting annexation

EXHIBIT D  
DETACHMENT AGREEMENT

THE CITY OF CENTERVILLE, OHIO, an Ohio municipal corporation (the "City") and WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, OHIO (the "Township") are entering into this Detachment Agreement (the "Detachment Agreement") under the following circumstances:

A. Yankee Trace Development, Inc., an Ohio corporation, ("Owner") desires to petition the Board of County Commissions of Montgomery County, Ohio (the "County") for detachment from the City certain real property owned by Developer as described in Exhibit A attached hereto (the "Property").

B. Owner desires that, upon such detachment, the Property will be attached to the Township.

C. In consideration of certain other agreements between the Owner, the City and the Township regarding the Property, including an Annexation Agreement pursuant to and by which the Property will be re-annexed into the City, both the Township and the City desire assent to the detachment of the Property from the City and the resulting attachment of the Property into the Township and are entering into this Detachment Agreement to reflect this assent to the detachment petition filed by the Owner and their agreement regarding the apportionment of indebtedness, moneys and credits related to the Property pursuant to Section 709.38 of the Ohio Revised Code.

D. This Detachment Agreement is authorized under Section 709.38 of the Ohio Revised Code and other applicable laws and has been approved by the Board of Trustees of the Township by Resolution Number \_\_\_\_\_, adopted on \_\_\_\_\_, 2012 and by the City Council of the City by Ordinance Number \_\_\_\_\_, adopted on \_\_\_\_\_, 2012.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuation consideration, including without limitation certain agreements between the City and the Township regarding the re-annexation of the Property into the City, the receipt and sufficiency of which are hereby acknowledged by both parties hereto, the City and the Township, as approved by their respective appropriate legislative actions, agree as follows:

1. The City and the Township each consent to the detachment of the Property from Centerville and the resulting attachment of the Property to the Township.

2. The City and the Township agree there is to be no apportionment of indebtedness to the Property and, pursuant to Section 709.38 of the Ohio Revised Code, there is no need for the County to make any apportionment of debt to the Property, or to make any adjustment or division of moneys with respect to this detachment.

3. This Detachment Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more such counterparts or duplicate

signature pages may be removed from any one or more original copies of this Detachment Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

4. If any term or provision of this Detachment Agreement is held to be invalid, such invalidity shall not affect other terms, conditions, or provisions that can be given effect without the invalid term, condition, or provision and, to this end, the terms and provisions of this Detachment Agreement are declared severable; provided, however, that in the event of invalidation of any portion of this Detachment Agreement, the parties hereto shall, upon the written request of any other party hereto, meet within thirty (30) days after the receipt of such request, and modify the invalidated provision(s) in such a manner so as to accomplish the purpose and intent of this Detachment Agreement and certain other agreements being entered into by the City, the Township and the Owner regarding the re-annexation of the Property into the City, with time being of the essence.

IN WITNESS WHEREOF, the parties have caused this Detachment Agreement to be duly executed as of the date beneath its signature.

CITY OF CENTERVILLE, OHIO

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

Print: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

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

Print: \_\_\_\_\_

City Attorney, City of Centerville

WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, OHIO

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

Print: \_\_\_\_\_

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

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

EXHIBIT E

ANNEXATION AGREEMENT

This is an Annexation Agreement (the "Agreement") entered into on or as of \_\_\_\_\_, 2012 (the "Effective Date") by and between the CITY OF CENTERVILLE, OHIO, (the "City") and WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, OHIO (the "Township") pursuant to the provisions of the Ohio Revised Code Sections 709.191 and 709.192 under the following circumstances:

A. The Township and the City are political subdivisions located within Montgomery County, Ohio, having contiguous boundaries.

B. Yankee Trace Development, Inc., an Ohio corporation (the "Owner") is the sole owner of certain real property described in Exhibit A attached hereto and made a part hereof (the "Property") and desires to have the Property annexed into the City in order that the Property can be developed as part of and incorporated into Owner's residential subdivision known as Yankee Trace and Owner will file a petition for such annexation with Montgomery County, Ohio (the "County") pursuant to Section 709.02 and 709.021 of the Ohio Revised Code.

C. The Township and the City have determined that it is in the best interest of their respective residents, citizens and tax payers and the future residents of the Property to enter into this Annexation Agreement upon the terms set forth herein.

D. This Annexation Agreement is being entered in part, pursuant to Section 709.191 of the Ohio Revised Code, to reflect the agreement between the City and the Township regarding an agreement regarding compensation for lost tax revenues for the Township resulting from the annexation of the Property.

E. This Annexation Agreement is authorized under Section 709.192 of the Ohio Revised Code and other applicable laws and has been approved by the Board of Trustees of the Township by Resolution Number \_\_\_\_\_ adopted on \_\_\_\_\_, 2012 and by the City Council of the City by Resolution Number \_\_\_\_\_ adopted on \_\_\_\_\_, 2012.

NOW, THEREFORE, in consideration of the mutual promises contained herein and in certain other agreements among the Township, the City and the Owner, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Township and the City hereby agree as follows:

1. This Annexation Agreement is entered into pursuant to the provisions of Ohio Revised Code Section 709.192 to permit the annexation of the Property currently located within the unincorporated area of the Township to the City pursuant to the provisions of Ohio Revised Code Sections 709.021 and 709.022. The Township hereby specifically consents to, agrees with, and does not oppose the annexation of the Property.

2. Pursuant to Section 709.191 and Section 709.023 of the Ohio Revised Code, the City and the Township have reached an alternative agreement in lieu of the payments required to be paid to the Township under Section 709.19 or any other provision of the Ohio Revised Code and the City shall not be required to make annual payments to the Township. The Township has agreed the City, upon receipt from the Developer, shall pay to the Township, as and when the seven (7) lots within the Property (to be known as lots 39, 40, 43, 44, 45, 46 and 47) are sold as completed homes for the first time, payments in the amount of Three Thousand Five Hundred Dollars (\$3,500.00) for each such lot, as a one time payment. The Property and its future owners shall not be taxed, assessed or charged any amounts for the benefit of the Township which would otherwise be required to be paid as a result of the annexation of the Property. Such Property shall be subject to assessments which are typically levied against real property within the boundaries of the City but not assessments typically levied only against real property located within the unincorporated areas of the Township and not within the boundaries of the City, including road and bridge and police levies. Upon annexation into the City, the Township shall continue to provide the Property all governmental services the Township currently provides to all other incorporated areas of the Township.
3. This Annexation Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Ohio Revised Code Section 709.192 in effect as of the date of execution of this Annexation Agreement by the Township and the City.
4. If any term or provision of this Annexation Agreement is held to be invalid, such invalidity shall not affect other terms, conditions, or provisions that can be given effect without the invalid term, condition, or provision and, to this end, the terms and provisions of this Annexation Agreement are declared severable; provided, however, that in the event of invalidation of any portion of this Annexation Agreement, a party shall, upon the written request of the other party, meet within thirty (30) days after the receipt of such request, and modify the invalidated provision(s) in such a manner so as to accomplish the purpose and intent of this Annexation Agreement and certain other agreements being entered into by the City, the Township and the Owner regarding the annexation of the Property into the City, with time being of the essence.
5. The Agreement shall not apply to any other property or area other than to Property described in Exhibit A, the annexation of which was authorized by Centerville City Council Resolution Number \_\_\_\_\_.

IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be duly executed as of the Effective Date of this Agreement.

**TOWNSHIP**

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

**CITY**

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
City Attorney, City of Centerville, Ohio

EXHIBIT A