

RESOLUTION NO. 1-09
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Paul Gresham ON THE 26th
DAY OF January, 2009.

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY OF CENTERVILLE, TO ENTER INTO AN AGREEMENT WITH THE BOARD OF TOWNSHIP TRUSTEES OF WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, FOR A PARKING LOT EXPENSE AGREEMENT.

WHEREAS, the City has executed a lease with Cross Point Church for the non-exclusive use of its parking lot located at 39 N. Main Street, Centerville, Ohio, the purpose of which lease is to provide additional public parking in the town center; and

WHEREAS, Washington Township is in need of additional parking to accommodate individuals attending and participating in events at the Town Hall; and

WHEREAS, the parties had in 2003 entered into an Agreement in order to equally share the expenses (whether rent, capital, maintenance or otherwise) associated with the occupation and use of said parking lot, and said Agreement has expired; and

WHEREAS, the parties wish to enter into an Agreement in order to continue to share expenses associated with the use of the parking lot.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1:

That the City Manager is hereby authorized to execute an Agreement between the City of Centerville and the Board of Township Trustees of Washington Township for use of said parking lot, a copy of said Agreement which is attached hereto and incorporated herein, marked as Exhibit "A".

PASSED THIS 26th day of January, 2009.

C. Mark Kenzies
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. 1-09, passed by the Council of the City of Centerville, Ohio on the 26th day of January, 2009.

Debra A. James
Clerk of the Council

Approved as to form, consistency
with existing ordinances, the Charter
and Constitutional Provisions.

Department of Law
Scott A. Liberman
Municipal Attorney

PARKING LOT EXPENSE AGREEMENT

THIS AGREEMENT made at Centerville, Ohio by and between the City of Centerville, Ohio, 100 West 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, Dayton, Ohio 45458, an Ohio political subdivision (hereinafter "the Township").

WITNESSETH:

WHEREAS, the City has executed a lease with Cross Point Church for the non-exclusive use of its parking lot ("parking lot") located at 38 N. Main Street, Centerville, Ohio, the purpose of which lease was to provide additional public parking in the town center; and,

WHEREAS, Washington Township is in need of additional parking to accommodate individuals attending and participating in events at its Town Hall; and,

WHEREAS, the parties hereto are of the opinion that said additional parking would benefit all of the citizens of Washington Township, Montgomery County, Ohio whether they reside in the incorporated or unincorporated area; and,

WHEREAS, the parties wish to enter into this Agreement in order to share the expenses associated with the use of the parking lot.

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

Section 1 - Individuals attending, working at or participating in events at the Town Hall may use the parking lot without charge or restriction subject to the terms of the City's lease with the Cross Point Church. Further the Township may advertise that the parking lot is available for use by individuals attending, working at or participating in events at the Town Hall.

Section 2 - The Township shall pay to the City the sum of Three Thousand Four Hundred Seventy Seven Dollars and eighty three cents (\$3,477.83) per year for use of the parking lot.

Section 3 - The City agrees to maintain the parking lot in a clean, safe manner including the clearance of snow and ice from the parking lot. The City

and the Township agree to share the cost incurred by the City during the term of this Agreement to maintain the parking lot; however, the Township shall not be obligated to pay more than \$4,000.00 as its share of said maintenance cost unless it has agreed – in advance of the performance of any maintenance work which will result in an obligation to pay more than that sum – to pay an amount in excess of \$4,000.00. The amount of maintenance expense to be paid by the Township shall be in addition to the rent to be paid pursuant to Section 2 of this Agreement.

The City shall submit to the Township an invoice for maintenance expenses related to the parking lot at the end of each calendar year. This invoice shall not include expenses incurred by the City to make any permanent improvements to the parking lot or capital expenditures of any type. Representatives of the Township shall, upon request, have the right to inspect any documentation in support of the invoice for maintenance expenses. The Township agrees to pay the amount of the invoice no later than thirty (30) days after receipt of the invoice for maintenance expenses.

Section 4 - This Agreement shall be for a period of one (1) year. However, this Agreement may be terminated by the Township before the expiration of this one (1) year period if:

- (1) For any reason, individuals attending, working at or participating in events at the Washington Township Town Hall are prohibited from using the parking lot;
- (2) The City's lease with Cross Point Church for the use of the parking shall terminate prior to the expiration of the one (1) year period.

Section 5 - The Township shall have an option to renew this Agreement upon the same terms as this Agreement for an additional one year period.

Section 6 - The City hereby warrants that this Agreement has been seen and approved by the Cross Point Church and that the Cross Point Church, as the owner of the parking lot, has no objections to the terms of this Agreement or to the use of the parking lot by individuals attending, working at or participating in events at the Washington Township Town Hall.

Section 7 - If requested by the Township during the term of this Agreement, the City shall include Washington Township, its Board of Trustees, employees, agents, and volunteers as additional insureds on the policy of insurance it is required to obtain and maintain under the terms of its agreement with Cross Point Church. Any additional premium charge incurred by the City as a result of designating said parties additional insureds on said policy shall be paid by the Township.

Section 8 - This Agreement shall be binding on and shall inure to the benefit of the parties named herein and to their respective successors and assigns.

Section 9 - This Agreement shall be construed and interpreted according to the laws of the State of Ohio.

Section 10 - This Agreement constitutes the entire understanding between the parties hereto and supersedes any and all prior and contemporaneous agreements, arrangements and understandings between the parties. No amendment or modification shall be effective unless in writing and signed by duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 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

[Signature]
Lee E. Snyder

By: *[Signature]*
Its: President, Board of Trustees

Date: Dec. 16, 2008

STATE OF OHIO

SS:

COUNTY OF MONTGOMERY

BE IT REMEMBERED that on this _____ day of _____, 2008, before me a notary public in and for said state, personally came the City of Centerville, by Gregory B. Horn, its City Manager, who acknowledged that he did sign the foregoing Lease on behalf of said municipal corporation and by authority of its City Charter and City Council and that the same is the free act and deed of said City and of him personally and as such City Manager.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Dayton, Ohio on the day and year last aforesaid.

Notary Public