

RESOLUTION NO. 40-04
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Douglas C. Cline ON THE
15th DAY OF November, 2004.

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A PARKING LOT EXPENSE
AGREEMENT BETWEEN THE CITY OF CENTERVILLE
AND THE BOARD OF TRUSTEES OF WASHINGTON
TOWNSHIP.

WHEREAS, The City has developed a non-exclusive use of a parking lot located
at 11 North Main Street, the purpose of which use is to provide additional public parking
in the town center, and

WHEREAS, Both the City of Centerville and Washington Township own portions
of said parking lot, and

WHEREAS, The parties hereto wish to enter into an agreement in order to equally
share the expenses associated with the occupation and use of said parking lot.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the City Manager be and is hereby authorized to enter into an
agreement, on behalf of the City of Centerville, with the Board of Trustees of
Washington Township, in order that both parties will equally share the expenses
associated with the occupation and use of said parking lot, a copy of which is attached
hereto, marked as Exhibit "A" and incorporated herein, and that the City Manager be and
is hereby authorized to do all things necessary for the execution of said agreement.

PASSED this 15th day of November, 2004.

C. Mark Keegan

Mayor of the City of Centerville, Ohio

ATTEST:

Wendy J. Smith

Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number

40-04

, passed by the Council of the City of Centerville, Ohio, on the

15th

day of November, 2004.

Wendy J. Smith

Clerk of 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 developed a non-exclusive use of a parking lot located at 11 N. Main Street, Centerville, Ohio, the purpose of which use is to provide additional public parking in the town center and to benefit the businesses located in the area; and

WHEREAS, both the City and the Township own portions of said parking lot; 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 equally share the expenses (whether rent, capital, maintenance or otherwise) associated with the occupation and use of said parking lot.

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

Section 1. Both the City and Township, as owners of respective portions of said parking lot, shall have the obligation to improve and maintain said parking lot as the City, in its sole discretion, shall determine is necessary from time to time. Further, the parties agree to execute recordable cross easements for ingress and egress over their respective properties for the benefit of each other.

Section 2. Annually, commencing on the first anniversary date of this Agreement and on the same day of each year thereafter, the City shall submit to the Township its invoice for one half of all expenses (whether rent, capital, maintenance or otherwise) incurred by it during the previous year. These expenses include, but are not limited to lighting, landscaping and general maintenance. Authorized representatives of the Township shall, upon request, have the right to inspect and copy any documentation the said representatives feel is necessary to support the invoice.

Section 3. The Township agrees to pay the amount of said annual invoice no later than thirty (30) days after its receipt of same.

Section 4. During the term of this Agreement, the Township shall reimburse the City for one-half of the cost incurred by the City to resurface and expand said lot. The parties

estimate that the total cost of the project is Six Hundred Thirty Thousand Dollars (\$630,000.00). Payment shall be made by the Township as follows: A payment of One Hundred Five Thousand Dollars (\$105,000.00) no later than December 31, 2004; a second payment of One Hundred Five Thousand Dollars (\$105,000.00) no later than June 5, 2005 and a payment of the balance upon the date of the completion of the project but no earlier than January 1, 2006. The amount of the final payment shall be adjusted to reflect the actual "as built" cost. If the project is completed prior to January 1, 2006 and final payment is made by the City for same, the Township shall pay the City interest at 3% per annum on its share of the final cost from the date same is paid by the City until the date the Township makes its final payment to the City.

Section 5. The initial term for this Agreement shall be for a period of twenty-five (25) years. The Agreement shall be automatically renewed for successive twenty-five (25) year periods unless either party gives written notice to the other party of its' election not to renew at least three hundred sixty-five (365) days prior to the renewal date.

Section 6. The Township shall be permitted to advertise that said parking lot is available for use, at no expense, by individuals attending or participating in events at the Washington Township Town Hall. The construction and message of the signage for same shall be subject to mutual agreement of the parties.

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, if any. Any additional premium charge incurred by the City as a result of designating said parties as additional insureds on said policy shall be paid by the Township.

Section 8. If requested by the City during the term of this Agreement, the Township shall include the City of Centerville, its Council, employees, agents and volunteers as additional insureds on the policy of insurance it is required to obtain and maintain, if any. Any additional premium charge incurred by the Township as a result of designating said parties as additional insureds on said policy shall be paid by the City.

Section 9. 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 10. This Agreement shall be construed and interpreted according to the laws of the State of Ohio.

Section 11. This Agreement constitutes the entire undertaking 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 WEHEREOF, 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: _____, 2004

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

By: _____
Its: _____
Date: _____, 2004