

RESOLUTION NO. 69-03
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Douglas C. Cline ON THE
15th DAY OF December, 2003.

A RESOLUTION RATIFYING THE ACTION TAKEN BY 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 for a period of ten (10) years, 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 wish to enter 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.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the action taken by the City Manager to execute an Agreement between the City of Centerville and the Board of Township Trustees of Washington Township for use of said parking lot, be and is hereby ratified, a copy of said Agreement which is attached hereto and incorporated herein, marked as Exhibit "A".

PASSED this 15th day of December, 2003.

Sally D. Bisk
Mayor of the City of Centerville, Ohio

ATTEST:

Maureen J. McSaughey
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 69-03, passed by the Council of the City of Centerville, Ohio, on the 15th day of December, 2003.

Maureen J. McSaughey
Clerk of Council

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

Department of Law
Robert N. Farquhar
Municipal Attorney

PARKING LOT EXPENSE AGREEMENT 11/14/03

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 located at 38 N. Main Street, Centerville, Ohio for a period of ten (10) years, 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 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 - The City, as lessee of said parking lot, shall have the obligation to improve and maintain said parking lot as is, in accordance with the terms of said lease and, in its sole discretion, shall determine is necessary from time to time.
- Section 2 - The Township shall pay to the City the sum of Three Thousand Dollars and no cents (\$3,000.00) for use of said parking lot. After the first year of this Agreement, said payment shall increase each year by three percent (3%).
- Section 3 - 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 maintenance expenses paid by the City during the previous year to maintain said parking lot. This invoice shall not include expenses incurred by the City to improve said lot or capital expenditures of any type. 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. The Township agrees to pay the amount of said annual invoice no later than thirty (30) days after its receipt of same.

- Section 4 - Within the first year of this Agreement, the Township shall reimburse the City for one-half of the cost incurred by the City to resurface said lot provided, however, that said amount to be paid by the Township shall not exceed the sum of Ten Thousand Dollars (\$10,000.00). Said sum shall be paid by the Township upon receipt from the City of a copy of an invoice received by the City for the performance of said work.
- Section 5 - This Agreement shall be for a period of five (5) years. However, said Agreement may be terminated by the Township before the expiration of said five (5) year period if:
- (1) For any reason, individuals attending or participating in events at the Washington Township Town Hall are prohibited from using said parking lot;
 - (2) The City's lease with Cross Point Church for the use of said parking shall terminate prior to the expiration of said five (5) year period.
- Section 6 - If the City's agreement with Cross Point Church for the use of said lot extends beyond five (5) years, the Township shall have an option to renew this Agreement upon the same terms as this Agreement, but shall have no obligation to pay for any portion of the cost of resurfacing said parking lot during said renewal period.
- Section 7 - 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.
- Section 8 - 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 said parking lot by individuals attending or participating in events at the Washington Township Town Hall.
- Section 9 - 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 as additional insureds on said policy shall be paid by the Township.

Section 10 - 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 11 - This Agreement shall be construed and interpreted according to the laws of the State of Ohio.

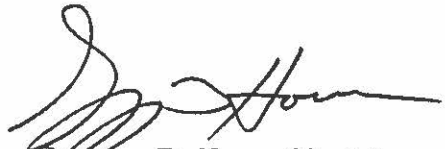
Section 12 - This Agreement constitutes the entire understanding between the parties hereto and supersedes any and all prior and contemporaneous agreements, arrangements and understandings between the parties. No amendment or modification shall be effective unless in writing and signed by duly authorized 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

Debra A. James


By: 
Gregory B. Horn, City Manager

Cecy Greene

Date: 12-3-03

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

Arma Oliver

Witness 
By:

Joyce C Young

Its:

Date:

Lee E. Gardner

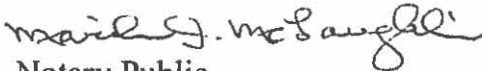
STATE OF OHIO

SS:

COUNTY OF MONTGOMERY

BE IT REMEMBERED that on this 3rd day of December, 2003, 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

MARILYN J. McLAUGHLIN, Notary Public
In and for the State of Ohio
My Commission Expires September 29, 2004