

RESOLUTION NO. 82-01
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER James Stinger ON THE 5th
DAY OF November, 2001.

A RESOLUTION RECOGNIZING A MORAL OBLIGATION OF THE
CITY AND AUTHORIZING THE PAYMENT OF THREE
THOUSAND DOLLARS (\$3,000.00) TO HUBERT ABNEY.

WHEREAS, the City Council has determined that the City has no legal
obligation to make a financial contribution to Hubert Abney to assist in correcting a
storm water drainage problem but it wishes to recognize a moral obligation; and

WHEREAS, said determination is based upon the legal advice from its Municipal
Attorney; and

WHEREAS, said decision and instruction are consistent with the law of the State
of Ohio; and

WHEREAS, this City has full Home Rule powers as set forth in its Charter and
in §3, Article XVIII of the Constitution of Ohio and hereby invokes same in the passage
of this resolution.

NOW THEREFORE,

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City of Centerville is hereby authorized to make payment
to Hubert Abney in the amount of Three Thousand Dollars (\$3,000.00) in recognition of
a moral obligation as stated above on the condition that said Hubert Abney and all other
parties with a property interest in the real property located at 728 Chipplegate Dr.,
Centerville, Ohio execute(s) and deliver(s) to the City a full and final release of all
claims relating to the existing storm water drainage problem in such form as is
acceptable to the Municipal Attorney.

PASSED THIS 5th day of November, 2001.

Sally D. Beale

Mayor of the City of
Centerville, Ohio

ATTEST:

Marie J. McLaughlin
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. 82-01, passed by the Council of the City of Centerville, Ohio on the 5th day of November, 2001.

Marie J. McLaughlin
Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Robert N. Farquhar
Municipal Attorney

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October 18, 2001

AGREEMENT

For and in consideration of the installation of work to correct a storm water drainage problem, I do hereby, for myself, my heirs, executors, administrators, and assigns, release and forever discharge the City of Centerville, its Council, officers, agents, assigns, servants, employees, engineers, and contractors from any and all present and future claims, demands, actions, causes of action, suits, damages, losses and expenses of whatsoever kind or nature, for anything that may occur on account of the installation of or failure to maintain by the property owner, the above mentioned repairs at 728 Chipplegate Drive, Centerville (Montgomery County), Ohio 45459.

It is further understood and agreed that the payment of up to \$3,000.00 for the correction of a storm water drainage problem is not to be considered as an admission on the part of said City or its agents of any liability whatsoever and that this payment is in recognition of a moral obligation by the City only.

I now state that the only consideration for my signing this Agreement is the correction of the storm water drainage problem as stated above; that no other promise or agreement of any kind or nature has been made with me by said City or its agents to cause me to sign this Agreement, and that I fully understand the meaning and intent of this instrument.

Signed and dated this _____ day of _____, 20__.

Printed Name of Owner

Signature of Owner

Printed Name of Co-Owner/Spouse

Signature of Co-Owner/Spouse