RESOLUTION NO. 87-82 CITY OF CENTERVILLE, OHIO

SPONSORED DAY OF	BY COUNCILMAN Shirles Haints ON THE 4th
	A RESOLUTION RATIFYING THE ACTION TAKEN BY THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CENTERVILLE LIONS CLUB AND THE CITY OF CENTERVILLE, OHIO, FOR THE RENTAL OF CERTAIN SPACE IN A CENTERVILLE MUNICIPAL FACILITY.
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	THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That the Council of the City of Centerville, Ohio, hereby ratifies the action taken by the City Manager to execute a Contract between the Centerville Lions Club and the City of Centerville, for the rental of space in the South Building located behind the Centerville Municipal Building, a copy of which is attached hereto, and incorporated herein, marked Exhibit "A".

SECTION 2. That this Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED this 4th day of

<u>, 19</u>82.

of Centerville, Ohio Mayor of the City

ATTEST:

Clerk of the Council of City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 27-82, passed by the Council of the City of Centerville, Ohio, on the 4th day of October, 1982.

Approved as to form, consistency with existing ordinances, the charter and constitutional provisions. Department of Law

Robert N. Farquhar Municipal Attorney



J. V. Stone Mayor

City of Centerville

100 W. Spring Valley Ped. Centerville, Ohio 45459-6399 Darryl K. Kenning City Manager

September 7, 1982

Centerville Lions Club

Gentlemen:

The following represents the terms upon which the City of Centerville is willing to rent space to your organization. The space is an area in the South Building (behind the Municipal Building) and the exact space shall be designated by the City Manager.

The rent for the space shall be \$35.00 per month, starting October 1, 1982.

The Centerville Lions Club shall be responsible for securing the space through the use of locks and three keys for each lock shall be supplied to the City of Centerville.

The City shall not in any way be liable to the Centerville Lions Club or its agents, employees or invitees and the Centerville Lions Club shall indemnify and hold the City harmless from any and every claim arising out of their use of said space.

The City shall supply electricity, but no heat and water to the area which is the subject of this letter.

The space shall be used by the Centerville Lions Club for storage of equipment owned by the Centerville Lions Club and used in connection with the annual ox roast and no activity which would violate any ordinance, law or regulation of a municipal, county or state body shall be permitted.

This Agreement shall be for a period of one year but shall be renewed automatically thereafter unless either party gives the other party sixty days prior written notice of cancellation. Pro-



An Architectural Preservation District City (513) 433-7151

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vided, however, that in the event of default hereunder by the Centerville Lions Club, the City shall immediately have the right to re-enter and retake possession of the premises.

If the foregoing terms are acceptable to you, please sign the duplicate copy of this letter of understanding and return it to the undersigned.

Very truly yours,

Darryl K, Kenning

City Manager

City of Centerville, Ohio

ACCEPTED

CENTERVILLE LIONS CLUB

By Warren & Shim TAMER

Date: 9-24-82