

RESOLUTION NO. 64-19
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Bill Sevc ON THE 16th
DAY OF September, 2019.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PROJECTS MANAGEMENT AND FINANCING AGREEMENT BETWEEN THE MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT AND THE CITY OF CENTERVILLE FOR THE I-675 AND WILMINGTON PIKE INTERCHANGE PROJECT.

WHEREAS, Montgomery County, Ohio has established the Montgomery County Transportation Improvement District ("TID") to assist in transportation projects; and

WHEREAS, part of the City of Centerville five-year Strategic Plan is a goal of planning of strategic land use policy making reflective of the City's present development pattern and its evolution to a maturing suburban community; and

WHEREAS, the City of Centerville had identified a desire to evaluate the future traffic conditions in and around the I-675 and Wilmington Pike Interchange for potential infrastructure improvements needed to provide capacity and safety for existing and planned development in the region (the "Project"); and

WHEREAS, the City desires to engage the TID to assist in the identification of challenges and opportunities for the improvement of transportation and facilitation of beneficial economic development in the vicinity of the I-675 and Wilmington Pike Interchange; and

WHEREAS, it being in the best interests of the City of Centerville to enter into an agreement with the TID for the Project.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1: That the City Manager is hereby authorized and directed to enter in to Project Management and Financing Agreement between the Montgomery County Transportation Improvement District and the City of Centerville, to engage the TID to assist the City in the Project; a copy of said Agreement is attached hereto, marked Exhibit "A" and fully incorporated hereto.

Section 2: This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 16th day of September, 2019.



Mayor of the City of
Centerville, Ohio

ATTEST:



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. 64-19, passed by the Council of the City of Centerville, Ohio on the 16th day of September 2019.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

RESOLUTION

Resolution Number 2019-74

MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

RESOLUTION APPROVING THE CITY OF CENTERVILLE PROJECT MANAGEMENT AND FINANCING AGREEMENT FOR THE INTERSTATE 675 & WILMINGTON INTERCHANGE PROJECT

WHEREAS, the City of Centerville (the "City") adopted a five-year Strategic Plan encompassing six major goals including the planning of strategic land use policy- making reflective of the City's present development pattern and its evolution to a maturing suburban community; and

WHEREAS, the City Manager and the Executive Director of the Montgomery County Transportation Improvement District (the "TID") has discussed the City's desire to evaluate current and future traffic conditions in and around the I-675/Wilmington Pike Interchange for potential infrastructure improvements needed to provide capacity and safety for existing and planned development in the region; and

WHEREAS, the City now desires to engage the TID to assist the City to identify challenges and opportunities for the improvement of transportation and facilitation of beneficial economic development in the vicinity of the I-675/Wilmington Pike Interchange, including the development of strategies for land use and specific potential roadway and other public infrastructure improvements; and

WHEREAS, in order to support the project, the Executive Director has negotiated the primary terms of Phase 1 of a project management & financing agreement with the City Manager to further define the alternatives for the scope of the project and gauge the interest and support of the participation in the project of additional public and private stakeholders in the region and has recommended that the agreement be approved.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached City of Centerville Projects Management & Financing Agreement for the I-675 & Wilmington Pike Interchange Project be and is hereby approved.

BE IT FURTHER RESOLVED by the Board that the Executive Director be and is hereby authorized to execute the agreement, incorporating changes that may be required in final negotiations with the City of Centerville, provided that the Executive Director and the General Counsel determine that such changes are not detrimental to the TID or the projects.

BE IT FURTHER RESOLVED, by the Board that copies of this resolution be provided to the Executive Director, the Secretary/Treasurer, the General Counsel, the Finance Director, and the City Centerville.

Adopted the 9th day of September 2019.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

**PROJECT MANAGEMENT AND FINANCING AGREEMENT
CITY OF CENTERVILLE**

THIS PROJECT MANAGEMENT AND FINANCING AGREEMENT (this "**Agreement**") is made and entered into as of the ___ day of _____, 2019 (the "**Effective Date**"), by and between THE CITY OF CENTERVILLE, OHIO, an Ohio municipal corporation (the "**City**"), and the MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, a transportation district and body corporate and politic (the "**District**") (the City and the District are sometimes referred to herein individually as "**Party**" and collectively as "**Parties**"), under the following circumstances:

- A. The City desires to engage the District to assist the City to identify challenges and opportunities for the improvement of transportation infrastructure and facilitation of beneficial economic development in the vicinity of the I-675/Wilmington Pike Interchange, including the development of strategies for land use and specific potential roadway and other public infrastructure improvements (the "**Project**");
- B. The Parties desire to support the Project by entering into this Agreement to set forth in more detail each of their respective obligations with respect to the Project, and, therefore, the governing body of the City and the District, acting pursuant to Resolution No. _____ adopted by its Board of Trustees on _____, 2019, have each authorized the execution of this Agreement.

NOW THEREFORE, in consideration of the above, and based upon the mutual promises contained below, the Parties agree as follows:

1. **The Project.**

A. The City hereby engages the District to provide consulting and management services in connection with the Project, including without limitation the services described in Exhibit A attached hereto (the "**District Services**"). In addition, the District may engage one or more third party professional services providers to provide technical and other assistance as deemed necessary or expedient by the District in consultation with the City (the "**Third Party Professionals**").

B. The Parties intend that the Project will lead to the creation of a report or other informational materials (the "**Project Report**") for consideration by the City and other relevant jurisdictions, as the Parties acknowledge that any future infrastructure project would likely be a cooperative regional effort. The Parties will endeavor to complete the Project Report on or before December 31, 2019.

2. **Term of Agreement.** The term of this Agreement will begin on the Effective Date and will terminate upon the earliest of: (a) the completion of the Project Report; (b) such time as no funds remain in the Project Budget (as defined in Section 3 below); or (c) the date both Parties agree, in writing, to terminate the Project.

3. **Project Budget; District Management Fee.** The City will make a payment of \$10,000 to the District within ten (10) days after the execution of this Agreement (the “**City Contribution**”). The District will provide an additional \$10,000 (the “**District Contribution**”, and together with the City Contribution, the “**Project Budget**”). The District will use the Project Budget solely: (i) for compensation of \$5,000 to the District for the District Services related to the Project, and (ii) to pay for third party costs and expenses for the Project, including as related to the Third Party Professionals. The District will not be obligated to incur any costs or expenses in excess of the Project Budget unless the City agrees to cover such costs or expenses.

4. **District Payment Obligations.** Notwithstanding any provision of this Agreement, it is understood and agreed that, except for the District Contribution, the District will have no pecuniary obligations under this Agreement or any related agreement and no obligation of the District hereunder or thereunder will constitute a general debt or a pledge of the general credit of the District.

5. **Work Product Transfer.** The District agrees to transfer to the City for its own benefit and use, all of the District’s ownership and intellectual property interest, if any, including without limitation all copyright interests, in all drawings, specifications, and other documents and data furnished by the District to the City under this Agreement (the “**Work Product**”); provided, however, that the City hereby grants to the District a limited, irrevocable, fully-paid-up license to use the Work Product in connection with such other uses as may be within the District’s purposes. Use of the Work Product is at the City’s sole risk without liability or legal exposure to the District or anyone working by or through the District.

6. **Cooperation.** The City will throughout the performance of this Agreement perform cooperate and coordinate with and assist the District to effectuate the purposes of the Project. The City will review and approve the District’s submissions and recommendations in a timely manner. During the course of the Project, the Parties agree to meet regularly to discuss the progress of the Project, in person or via phone. In addition to the foregoing, the District will periodically submit information updates to the City detailing progress achieved. The Parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements.

7. **Notices.** All notices hereunder will be in writing and will be deemed to have been duly given if delivered by hand or mailed by certified mail, postage prepaid and addressed as follows:

If to the City:

City of Centerville
100 West Spring Valley Road
Centerville, Ohio 45458
Attention: City Manager

If to the District:

Montgomery County TID
451 W. Third St., 10th Floor
Dayton, Ohio 45422
Attention: Executive Director

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications will be sent.

8. Disclaimer of Warranties/Limitation of Liability. THE DISTRICT WILL PROVIDE THE DISTRICT SERVICES IN A TIMELY AND PROFESSIONAL MANNER. EXCEPT AS SET FORTH IN THE PREVIOUS SENTENCE, THE DISTRICT DOES NOT MAKE, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES. THE CITY AGREES THAT THE DISTRICT DOES NOT GUARANTEE OR WARRANT THE SERVICES PROVIDED BY THE DISTRICT HEREUNDER OR THE COMPLETION OF THE PROJECT. ALL DISTRICT SERVICES ARE PROVIDED ON AN "AS IS" BASIS. IN NO EVENT WILL THE DISTRICT BE LIABLE OR RESPONSIBLE TO THE CITY FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER ANY THEORY OR CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL THE DISTRICT'S TOTAL LIABILITY HEREUNDER EXCEED THE FEES (NOT INCLUDING ANY FEES PAID TO THE DISTRICT TO REIMBURSE THE DISTRICT FOR EXPENSES INCURRED BY THE DISTRICT, INCLUDING WITHOUT LIMITATION UNDER ANY CONTRACT) ACTUALLY COLLECTED BY THE DISTRICT FROM THE CITY HEREUNDER.

9. Fiscal Officer Certifications. The Fiscal Officer of each Party hereby certifies that the monies required to meet the obligations of the Party during the current fiscal year under this Agreement have been appropriated lawfully for that purpose, and are in the treasury of the Party or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. Pursuant to Section 5705.44 of the Ohio Revised Code, the Fiscal Officer of each Party covenants that any requirement herein of an expenditure of such Party's monies in any future fiscal year will be included in the annual appropriation measure for that future fiscal year as a fixed charge. The certifications in this Section 9 are given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

10. Miscellaneous. Each of the Parties agrees to comply with all applicable Federal, State and local laws, rules, orders and regulations in performing its obligations hereunder. This Agreement and any Exhibit attached hereto may only be amended by written instrument executed by the Parties. All covenants, obligations and agreements of the Parties contained in this Agreement will be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement will be deemed to be a covenant, obligation or agreement of any present or future member, official, officer, agent or employee of any of the Parties other than in their official capacity, and no member of the City Council or District Board of Trustees, and no City or District official executing this Agreement, will be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. This Agreement embodies

the entire agreement and understanding of the Parties relating to the subject matter herein. The waiver, by any Party hereof of any breach of any provision of this Agreement will not be construed as, or constitute, a continuing waiver or a waiver of any other breach of any provision of this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. This Agreement may not be assigned without the prior written consent of the non-assigning Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

CITY OF CENTERVILLE, OHIO

CITY OF CENTERVILLE, OHIO FISCAL OFFICER
(Section 9 only)

Its: _____

Its: _____

MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT FISCAL OFFICER
(Section 9 only)

Its: _____

Its: _____

Exhibit A

District Services

The scope of the Montgomery County Transportation Improvement District (the "TID") services include the following:

1. Overall project management by the TID's Executive Director and Deputy Director
2. Engineering services defined in the attached proposal from LJB, Inc. in an amount not to exceed \$15,000.
3. Meetings with elected and appointed officials of Montgomery County, Greene County, the Ohio Department of Transportation, the Miami Valley Regional Planning Commission, and other potential government partners to discuss project alternatives and their interest and potential participation in the one or more elements of the project.
4. Meetings with key private sector land owners and businesses located in or near the project area to discuss project alternatives and their interest and potential participation in the one or more elements of the project.
5. Coordination of project work with the Centerville City Manager and such other designated City staff.



August 14, 2019

Mr. Steve Stanley
Executive Director
Montgomery County TID
451 West Third Street, 10th Floor
Dayton, Ohio 45422

Re: I-675 Wilmington Interchange Influence Area Study

Dear Mr. Stanley:

Thank you for the opportunity to submit this proposal for mapping and engineering services consistent with our discussion in LJB's office on August 2, 2019. We feel that LJB's work preparing an interchange modification study in 2014, our familiarity with the surrounding roadway network, and long-standing client relationships with the nearby political subdivisions will be valuable assets to supporting initial steps in the process of building consensus around necessary improvements in the vicinity of the I-675 and Wilmington Pike interchange to improve capacity and safety. We understand that our services will be in support of the TID's development of a coalition of community support for the evaluation of infrastructure improvements needed to provide capacity and safety for existing and planned development in the region.

SCOPE OF SERVICES

LJB will provide engineering and mapping support to the TID in the early phases of this project's development. Those services may include, but are not limited to:

- > prepare regional mapping to be used by the TID in conversations with local political subdivisions to determine the influence area that will be evaluated as part of future study phases
- > prepare regional mapping that includes planned developments, land use plans and/or potential areas of development/redevelopment within the influence area
- > prepare an existing condition report that identifies the major infrastructure assets in the project vicinity and improvements that may be evaluated to support planned development including improvements included in the prior IMS that are not already constructed
- > prepare preliminary cost estimates for improvements to be evaluated through further study for consideration by the project stakeholders

PROPOSED FEE

LJB proposes to complete the services requested to support the TID in the development of these preliminary planning documents on a time and materials basis according to the attached 2019 Rate Schedule. The not-to-exceed limit for this work is **\$20,000**. Progress towards this upset limit will be reported by on a monthly basis through project progress reports and monthly invoices.

I-675 Wilmington Interchange Influence Area Study Proposal
August 14, 2019
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PROPOSED SCHEDULE

LJB will devote the appropriate subject matter expertise immediately in support of the TID's needs for mapping to facilitate meetings with local political subdivisions.

Thank you again for this opportunity and we look forward to assisting you with improving the capacity and safety of these infrastructure assets in the region. If you have any questions or need additional information, please contact me at (937) 259-5180 or AShahan@LJBinc.com.

Sincerely,
LJB Inc.

A handwritten signature in black ink, appearing to read "Andrew J. Shahan". The signature is fluid and cursive, with a large initial "A" and "S".

Andrew J. Shahan, P.E., P.S., PMP
Principal and Project Manager



HOURLY RATES FOR LJB INC. SERVICES

Classification	2019
Professional IX	\$230
Professional VIII	\$210
Professional VII	\$175
Professional VI	\$165
Professional V	\$135
Professional IV	\$125
Professional III	\$115
Professional II	\$105
Professional I	\$ 93
GIS Project Manager	\$140
GIS Analyst	\$100
GIS Technician	\$ 75
Designer V	\$125
Designer IV	\$115
Designer III	\$100
Designer II	\$ 82
Designer I	\$ 67
Technician III	\$ 94
Technician II	\$ 79
Technician I	\$ 65
Professional Surveyor	\$170
Survey Crew	\$150
Survey Technician	\$105
Field Technician	\$ 85
UAV + Pilot (Standard Sensor)	\$200

Included in these rates are all normal overhead expenses. Consultant services, delivery services, reproductions and long distance travel will be invoiced at our direct cost plus 10%.

I-675/Wilmington Interchange Influence Area Study

