

RESOLUTION NO. 13-24  
CITY OF CENTERVILLE, OHIO

19<sup>th</sup> SPONSORED BY COUNCILMEMBER Bill Serr ON THE  
DAY OF February, 2024.

**A RESOLUTION RATIFYING THE ACTIONS OF THE CITY MANAGER IN ENTERING INTO AN AMENDMENT TO MITIGATION CREDIT RESERVATION AND PURCHASE AGREEMENT FOR THE PURCHASE AND TRANSFER OF STREAM MITIGATION BANK CREDITS WITH WATER AND LAND SOLUTIONS, LLC.**

**WHEREAS**, the City of Centerville is a party in interest to a Mitigation Credit Reservation and Purchase Agreement dated June 27, 2023 (the “Agreement”) for the project commonly known as the Social Row Road Development (the “Project”); and

**WHEREAS**, The City of Centerville (“City”) is undertaking the development and/or construction of the project commonly known as the SOCIAL ROW ROAD DEVELOPMENT (PROJECT No. 23438) (“Project”) located in Montgomery County, Ohio (the “Development Impacts”) and in connection therewith has applied for certain permits from an USACE Permit Application; and

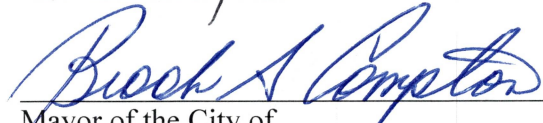
**WHEREAS**, the parties to the Agreement desired to amend the Agreement to decrease the Reserved Credits and revise the Purchase Price from 154 Stream bank credits and 0.73 Forested wetland credits to 0.27 Forested wetland credits (“Purchased Credits”) generated from the Mitigation Bank for the City to mitigate for the Development Impacts for the reduced purchase amount of \$70,640.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:**


Section 1. The City hereby agrees to enter into an Amendment to the Mitigation Credit Reservation and Purchase Agreement with Water and Land Solutions, LLC, for the Project; and the actions of the City Manager in executing said Amendment to the Agreement is hereby ratified and approved. Attached hereto as Exhibit “A”, and incorporated herein is a copy of the Amendment that was approved.

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

PASSED THIS 19<sup>th</sup> day of February, 2024.


  
\_\_\_\_\_  
Mayor of the City of  
Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council (*Acting*)  
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. 13-24, passed by the Council of the City of Centerville, Ohio on the 19<sup>th</sup> day of February, 2024.

  
\_\_\_\_\_  
Clerk of the Council (*Acting*)

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

Exhibit "A"

**AMENDMENT TO  
MITIGATION CREDIT RESERVATION AND PURCHASE AGREEMENT**

This **AMENDMENT TO THE MITIGATION CREDIT RESERVATION AND PURCHASE AGREEMENT** (the "Amendment"), by and between **WATER AND LAND SOLUTIONS, L.L.C.**, (hereinafter "Seller"), and **CITY OF CENTERVILLE** (hereinafter "Purchaser").

**RECITALS:**

**WHEREAS**, Seller and Purchaser are the parties in interest to that certain Mitigation Credit Reservation and Purchase Agreement dated June 27, 2023 (the "Agreement"); and

**WHEREAS**, Seller and Purchaser desire to amend the Agreement to decrease the Reserved Credits and revise the Purchase Price.

**AMENDMENT:**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. Paragraph C of the Recitals in the Agreement is hereby deleted in its entirety and replaced with the following:

Whereas Seller desires to sell, and Purchaser desires to buy **154 Stream** bank credits and **0.27 Forested wetland credits** ("Purchased Credits"), generated from the Mitigation Bank for Purchaser to mitigate for the Development Impacts, as more particularly set forth below.

2. Section 3 of the Agreement shall be deleted in its entirety and replaced with the following:

3. **Purchase Price**. The aggregate purchase price for the Purchased Credits shall be **Seventy Thousand Six Hundred Forty Dollars and no cents (\$70,640.00)** (the "Purchase Price"), determined as follows:

- a) Purchaser shall pay **Sixty-Two Thousand Dollars and no cents (\$62,000.00)** per wetland credit for 0.27 Forested Wetland Credits for a total of **Sixteen Thousand Seven Hundred Forty Dollars and no cents (\$16,740.00)**.

- b) Purchaser shall pay **Three Hundred Fifty Dollars and no cents (\$350.00)** per stream credit for 154 Stream Mitigation Credits for a total of **Fifty-Three Thousand Nine Hundred Dollars and no cents (\$53,900.00)**.

3. It is acknowledged that Purchaser has provided to Seller a previous non-refundable deposit in the amount of **Nine Thousand Nine Hundred Sixteen Dollars and no cents (\$9,916.00)**. The remaining balance of **Sixty Thousand Seven Hundred Twenty-Four Dollars and no cents (\$60,724.00)** shall accompany this fully executed Amendment.

4. Except as expressly modified or amended by this Amendment, the terms and provisions of the Agreement are hereby ratified and confirmed, and the Agreement is acknowledged by the

Purchaser and the Seller to be in full force and effect in accordance with its original terms and conditions.

IN WITNESS WHEREOF, the parties have duly executed this Amendment effective as of the date of the last signature below.

**SELLER:**                    **WATER AND LAND SOLUTIONS, L.L.C.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tommy Cousins, President

**PURCHASER:**            **CITY OF CENTERVILLE**

By: Wayne Davis Date: 2/8/2024  
Wayne Davis, City Manager

Approved as to Form:

By: Scott A. Liberman Date: 2/8/2024  
Scott A. Liberman, Municipal Attorney