

**RESOLUTION NO. 38-24**  
**CITY OF CENTERVILLE, OHIO**

SPONSORED BY COUNCILMEMBER Bill Serr ON THE 1<sup>ST</sup>  
DAY OF April, 2024.

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO THE SECOND AMENDMENT TO I-  
675/WILMINGTON PIKE INTERCHANGE PROJECTS  
MANAGEMENT AND FINANCING AGREEMENT WITH  
THE MONTGOMERY COUNTY TRANSPORTATION  
IMPROVEMENT DISTRICT, THE BOARD OF COUNTY  
COMMISSIONERS OF GREENE COUNTY, OHIO AND  
SUGARCREEK TOWNSHIP, OHIO.**

WHEREAS, on or about November 9, 2020, the City of Centerville entered into a I-675/Wilmington Pike Interchange Projects Management and Financing Agreement (the “Agreement”); and

WHEREAS, on or about March 8, 2021, the Parties amended the Agreement;  
and

WHEREAS, on or about March 14, 2022, the Parties entered in the Primary Interchange Project Phase II Addendum to the Agreement (collectively, the original PMFA, the First Amendment, and Addendum are referred to as the “Agreement”); and

WHEREAS, the parties to the Agreement desired to expand the Phase I Scope and a Phase II Addendum to work with the consultants and ODOT to identify a preferred alternative to the (the “Interchange Projects”); and

WHEREAS, the City of Centerville acknowledges the importance of the Interchange Projects to the City and has identified it as a priority project for the City;  
and

WHEREAS, it has been determined that the Interchange is unlikely in the future to adequately service the City without a coordinated effort to support transportation and other infrastructure improvements; and

WHEREAS, the parties are willing to enter into an amendment of the joint Management and Financing Agreement with the TID taking the lead to complete the Phase I and Phase II of the Project, including seeking grant funds, with the City of Centerville’s obligation to support the TID in signing grant applications or permits to complete Phase I and II; and

WHEREAS, no additional City funding outside the previously committed TRAC local share and project management fees is necessary to complete the work; and

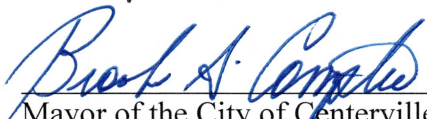
WHEREAS, the TID will continue to provide oversight and receive \$50,000 in surplus funds currently on deposit, and the an additional \$40,000 of surplus funds will be returned and split evenly to Greene County Engineer, Sugarcreek Township, and the City of Centerville

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

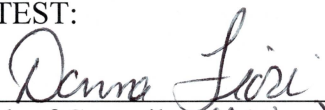
SECTION 1: That the City Manager be and is hereby authorized to enter into the Second Amendment to I-675/Wilmington Pike Interchange Projects Management and Financing Agreement between the City of Centerville, the TID, the Greene County Board of Commissioners and Sugarcreek Township in order to complete the Projects as needed. A copy of said First Amendment to Agreement is attached hereto and marked as Exhibit "A".

SECTION 2: This Resolution becomes effective at the earliest date allowed by law.

PASSED THIS 1<sup>st</sup> day of April, 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. 38-24, passed by the Council of the City of Centerville, Ohio on the 1<sup>st</sup> day of April, 2024.

Denne Liori  
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

**SECOND AMENDMENT TO I-675/WILMINGTON PIKE INTERCHANGE PROJECTS  
MANAGEMENT AND FINANCING AGREEMENT**

THIS SECOND AMENDMENT TO I-675/WILMINGTON PIKE INTERCHANGE PROJECTS MANAGEMENT AND FINANCING AGREEMENT (this "**Amendment**") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2024, (the "**Effective Date**"), by and between the MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT (the "**TID**"), the BOARD OF COUNTY COMMISSIONERS OF GREENE COUNTY, OHIO ("**Greene County**"), the CITY OF CENTERVILLE, OHIO (the "**City**"), and SUGARCREEK TOWNSHIP (GREENE COUNTY), OHIO (the "**Township**") (the TID, Greene County, the City, and the Township may each be referred to herein as a "**Party**" or collectively as the "**Parties**"), under the following circumstances:

- A. On or about November 9, 2020, the Parties entered into that certain I-675/Wilmington Pike Interchange Projects Management and Financing Agreement (the "**Original PMFA**");
- B. On or about March 8, 2021, the Parties amended the Original PMFA as set forth in that certain First Amendment to I-675/Wilmington Pike Projects Management and Financing Agreement (the "**First Amendment**", and together with the Original PMFA, the "**PMFA**");
- C. On or about March 14, 2022, the TID, Greene County, and the City entered into that certain Primary Interchange Project Phase II Addendum to the PMFA (the "**Phase II Addendum**");
- D. The Parties now desire to amend the PMFA and the Phase II Addendum as set forth in this Amendment; and
- E. Greene County, acting pursuant to Resolution \_\_\_\_\_ adopted by the Board of the Greene County Commission on \_\_\_\_\_, the City, acting pursuant to Resolution \_\_\_\_\_ adopted by the City Council of the City on \_\_\_\_\_, the Township, acting pursuant to Resolution \_\_\_\_\_ adopted by the Township Board of Trustees on \_\_\_\_\_, and the TID, acting pursuant to Resolution No. \_\_\_\_\_ adopted by its Board of Trustees on \_\_\_\_\_, have each authorized the execution of this Amendment.

**NOW, THEREFORE**, in consideration of the above, and based upon the mutual promises contained below, the Parties hereby amend the PMFA and the Phase II Addendum as follows:

**1. Procurement of Alternative Evaluation Report (AER).**

A. The Parties hereby agree that the TID will engage LJB Inc. to conduct an Alternative Evaluation Report (AER) related to the Interchange pursuant to the proposal attached hereto as Exhibit A, which will be considered an addition to the Phase II Scope as set forth in the Phase II Addendum (the "**AER**"). The TID will provide project planning, project coordination, and supervision services in support of the AER (the "**TID AER Support Services**"). Upon the completion of the AER, the TID's obligations under the

PMFA, the Phase II Addendum, and this Amendment will be deemed satisfied and completed. If and to the extent the Parties secure necessary and required funding and are in general alignment regarding a potential future expansion of the TID's services, the TID will consider broader engagement in good faith in the same manner as all other TID projects.

B. Unless the TID, Greene County, and the City otherwise agree in writing, the third-party costs associated with the AER will not exceed \$441,950 (the "**AER Third-Party Costs**"). The TID, Greene County, and the City acknowledge and agree that the AER Third-Party Costs are within the original budget as set forth in the Phase II Addendum. The TID will seek reimbursement from the TRAC Funding Allocation in the amount of 80% of the AER Third-Party Costs. Greene County and the City will each pay 10% of the remaining AER Third-Party Costs to the TID as their respective shares of the Local Match (as defined in the Phase II Addendum) upon receipt from time to time of the TID's invoices for the same.

C. In addition to the AER Third-Party Costs, the Parties agree to pay the TID a fee of \$50,000 as compensation to the TID for the performance of the TID AER Support Services (the "**TID AER Management Fee**"), which will be payable as set forth in Section 2.A. below. In addition, Greene County and the City will each be equally responsible to reimburse the TID for its out-of-pocket costs and expenses incurred in connection with the preparation and negotiation of this Amendment, provided such costs and expenses are within the original budget as set forth in the Phase II Addendum.

## 2. **Modifications to the PMFA.**

A. The Parties acknowledge that as of the Effective Date, the TID holds \$90,000 in surplus funds comprising \$30,000 from each of Greene County, the City, and the Township (collectively, the "**Local Jurisdictions**"), which funds were originally intended to be used for cash-flow purposes under the Original PMFA (the "**Surplus Amount**"). The Local Jurisdictions agree that the TID will retain \$50,000 of the Surplus Amount as the TID AER Management Fee, and the TID will return the remaining \$40,000 of the Surplus Amount in equal shares to the Local Jurisdictions within thirty (30) days following the Effective Date.

B. The Parties acknowledge and agree that the Parties expanded the Phase I Scope as set forth in the First Amendment to include certain additional activities as described in more detail in Exhibit B attached hereto, which incurred related third-party costs of \$33,494. The Parties acknowledge and agree that such amount is within the original budget as set forth in the First Amendment, and that the TID will draw such amount from the funds remaining available in connection with the Phase I SIB Borrowing (as defined in the First Amendment).

3. **Modifications to the Phase II Addendum.** The Parties acknowledge and agree that the TID, Greene County, and the City expanded the Phase II Scope as set forth in the Phase II Addendum to include certain additional activities as described in more detail in Exhibit C attached hereto, which incurred related third-party costs of \$44,405 (the "**Additional Phase II Tasks**").

**Amount**”). The TID, Greene County, and the City acknowledge and agree that such amount is within the original budget as set forth in the Phase II Addendum. The TID will seek reimbursement from the TRAC Funding Allocation (as defined in the Phase II Addendum) in the amount of 80% of the Additional Phase II Tasks Amount. Greene County and the City will each pay 10% of the remaining Additional Phase II Tasks Amount to the TID as their respective shares of the Local Match (as defined in the Phase II Addendum) upon receipt of the TID’s invoice for the same.

4. **Miscellaneous.** Except as otherwise expressly provided in this Amendment, each of the PMFA and the Phase II Addendum is hereby ratified in its entirety and remains in full force and effect. Any capitalized word in this Amendment not defined in this Amendment will have the meaning given in the PMFA or Phase II Addendum, as applicable. This Amendment will be construed under the laws of the State of Ohio. This Amendment may be executed in any number of counterparts, each of which will be deemed an original and together will constitute a single instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile, email or other electronic means is effective as delivery of a manually executed counterpart of this Amendment.

***[Remainder of Page Intentionally Blank. Signature Page Follows.]***

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date.

**MONTGOMERY COUNTY TRANSPORTATION  
IMPROVEMENT DISTRICT**

**APPROVED AS TO FORM**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS OF  
GREENE COUNTY, OHIO**

**APPROVED AS TO FORM**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF CENTERVILLE, OHIO**

**APPROVED AS TO FORM**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**SUGARCREEK TOWNSHIP (GREENE  
COUNTY), OHIO**

**APPROVED AS TO FORM**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title:

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Title:

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Exhibit A

**LJB AER Proposal**

(begins on next page)

## Exhibit B

### Additional PMFA Costs

2. SERVICES THROUGH OCTOBER 2023 - LOCAL FUNDING										
TOTAL Services Through October 2023 - Local Funding										
1.3 F.B - Capacity Analysis - No Build Cond (ExFuture Cond Rpt)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$1,467	\$0	\$1,467	
1.5 A - Meetings	\$78.50	24	\$1,884	\$3,286	\$32	\$0	\$7,636	\$534	\$13,373	
1.5 B - General Oversight	\$95.25	36	\$3,429	\$5,981	\$59	\$0	\$3,929	\$972	\$14,370	
1.5 C - Project Setup	\$95.25	8	\$762	\$1,329	\$13	\$0	\$1,964	\$216	\$4,284	
<b>TOTAL Services Through October 2023 - Local Funding</b>		68	\$6,075	\$10,596	\$104	\$0	\$14,996	\$1,723	\$33,494	
2. SERVICES THROUGH OCTOBER 2023 - LOCAL FUNDING		68	\$6,075	\$10,596	\$104	\$0	\$14,996	\$1,723	\$33,494	
<b>2. TOTAL SRVS THRU OCT 2023 - LOCAL</b>		68	\$6,075	\$10,596	\$104	\$0	\$14,996	\$1,723	\$33,494	

## Exhibit C

### Additional Phase II Addendum Costs

1. SERVICES THROUGH OCTOBER 2023 - TRAC ELIGIBLE										
TOTAL Services Through October 2023 - TRAC Eligible										
1.5.A - Meetings		\$84.08	36	\$3,027	\$5,280	\$52	\$0	\$5,380	\$858	\$14,597
1.5.B - General Oversight		\$95.25	54	\$5,144	\$8,971	\$88	\$0	\$1,466	\$1,459	\$17,128
1.5.C - Project Setup		\$95.25	8	\$762	\$1,329	\$13	\$0	\$1,955	\$216	\$4,275
2.1.A.C - Traffic Analysis	▶	#DIV/0!	0	\$0	\$0	\$0	\$0	\$776	\$0	\$776
2.1.A.D - Safety Analysis	▶	#DIV/0!	0	\$0	\$0	\$0	\$0	\$2,914	\$0	\$2,914
2.1.A.H Cross-Sections (Feasibility Study)	▶	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.K - Prepare Feasibility Study	▶	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.1.A.R - Comparison of Alternatives	▶	#DIV/0!	0	\$0	\$0	\$0	\$0	\$3,147	\$0	\$3,147
2.1.A.J -Stakeholder Public Involvement	▶	#DIV/0!	0	\$0	\$0	\$0	\$0	\$1,569	\$0	\$1,569
TOTAL Services Through October 2023 - TRAC Eligible										
1. SERVICES THROUGH OCTOBER 2023 - TRAC ELIGIBLE										
			98	\$8,933	\$15,580	\$154	\$0	\$17,207	\$2,533	\$44,406
1. TOTAL SRVS THRU OCT 2023 - TRAC										
			98	\$8,933	\$15,580	\$154	\$0	\$17,207	\$2,533	\$44,406

**Greene County Fiscal Officer Certificate**

The undersigned fiscal officer of Greene County, Ohio (the “**County**”) hereby certifies that the monies required to meet the County’s obligations during the year 2024 under the foregoing Amendment have been appropriated lawfully for that purpose, and are in the treasury of the County 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 the County covenants that any requirement herein of an expenditure of the County’s money in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. These certifications are in compliance with Section 5705.41 and 5704.44 of the Ohio Revised Code.

**GREENE COUNTY, OHIO  
FISCAL OFFICER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Centerville Fiscal Officer Certificate**

The undersigned fiscal officer of the City of Centerville, Ohio (the “**City**”) hereby certifies that the monies required to meet the City’s obligations during the year 2024 under the foregoing Amendment have been appropriated lawfully for that purpose, and are in the treasury of the City 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 the City covenants that any requirement herein of an expenditure of the City’s money in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. These certifications are in compliance with Section 5705.41 and 5704.44 of the Ohio Revised Code.

**CITY OF CENTERVILLE, OHIO  
FISCAL OFFICER**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Sugarcreek Township Fiscal Officer Certificate**

The undersigned fiscal officer of Sugarcreek Township (Greene County), Ohio (the "**Township**") hereby certifies that the monies required to meet the Township's obligations during the year 2024 under the foregoing Amendment have been appropriated lawfully for that purpose, and are in the treasury of the Township 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 the Township covenants that any requirement herein of an expenditure of the Township's money in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. These certifications are in compliance with Section 5705.41 and 5704.44 of the Ohio Revised Code.

**SUGARCREEK TOWNSHIP  
(GREENE COUNTY), OHIO  
FISCAL OFFICER**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_