

**RESOLUTION NO. 103-24**  
**CITY OF CENTERVILLE, OHIO**

SPONSORED BY COUNCILMEMBER JoAnne Rau ON THE 16<sup>th</sup>  
DAY OF September, 2024.

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

WHEREAS, the City of Centerville acknowledges the importance of the I-675/Wilmington Pike Interchange and related surface roadways (the “Interchange”) 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 Board of County Commissioners of Greene County, Ohio, Sugarcreek Township, Ohio, and the City of Centerville were previously parties to an agreement that included the Montgomery County Transportation Improvement District (the “TID”) for the Interchange Projects, but the TID no longer is participating in the Interchange Projects; and

WHEREAS, the City of Centerville, the Board of County Commissioners of Greene County, Ohio, and Sugarcreek Township are jointly intending to enter into an agreement under the Project in order to set forth Phase I and II of the overall Interchange Projects; and

WHEREAS, the Interchange Projects may comprise multiple phases, and this agreement encompasses the first two phases of design and property acquisition. Subsequent to Phase I and II (see attachment A), if any (each, a “Subsequent Phase”), may include the design, financing and/or construction of one or more aspects of an Interchange Project and to the extent two or more of the Parties desire to proceed to a Subsequent Phase, such Parties will negotiate and enter into an addendum to this Agreement to set forth their respective rights and obligations with respect to such Subsequent Phase (a “Subsequent Phase Addendum”); and

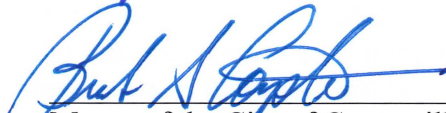
WHEREAS, the parties are willing to enter into a joint Management and Financing Agreement with the City taking the lead to complete the Phase I and II of the Project.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE  
HEREBY RESOLVES:

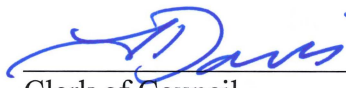
SECTION 1: That the City Manager be and is hereby authorized to enter into a the I-675/Wilmington Pike Interchange Projects Management and Financing Agreement between the City of Centerville, the Greene County Board of Commissioners and Sugarcreek Township in order to complete the Projects as needed.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

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

PASSED THIS 16<sup>th</sup> day of September, 2024.

  
\_\_\_\_\_  
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. 103-24, passed by the Council of the City of Centerville, Ohio on the 16<sup>th</sup> day of September, 2024.

  
\_\_\_\_\_  
Clerk of the Council

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

I-675/Wilmington Pike Interchange Projects  
Management and Financing Agreement

This I-675/Wilmington Pike Interchange Projects Management and Financing Agreement (this "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2024, (the "Effective Date"), by and between the City of Centerville, Ohio (the "City"), the Board of County Commissioners of Greene County, Ohio ("Greene County"), and Sugarcreek Township (the "Township") (the City, Greene County, and the Township may each be referred to herein as a "Party" or collectively as the "Parties"), under the following circumstances:

Recitals

- A. The Parties acknowledge that the I-675/Wilmington Pike Interchange and its related surface roadways (the "Interchange"), are material assets to the City, Greene County, the Township, and the region as a whole, and the Interchange services substantial business, retail, residential and recreational users located in both all jurisdictions (the "Users"); and
- B. The Parties have determined that the Interchange is unlikely in the future to adequately service the Users without a coordinated effort to support transportation and other infrastructure improvements to more effectively service the Users (the "Interchange Projects"); and
- C. The Parties were previously parties to an agreement that included the Montgomery County Transportation Improvement District (the "TID") for the Interchange Projects, but the TID no longer is participating in the Interchange Projects; and
- D. The TID had obtained a Tier II allocation to support the Initial Phase II Scope from the Ohio Department of Transportation (ODOT) Transportation Review Advisory Council (TRAC) in the amount of \$3,000,000 (the "**TRAC Funding Allocation**"). The TRAC Funding Allocation required a local match in the aggregate amount of \$750,000 (the "**Local Match**"). The Local Match was provided by the City and the County as set forth in the Initial Phase II Budget.
- E. County and City had committed \$375,000 each for a total of the Local Match of \$750,000. Of that Local Match, City and County each have remaining the amount of \$295,704 for a total amount of \$591,408. Township had agreed to contribute the remaining \$158,592;
- F. The Parties intend to continue the Interchange Projects with the City being the lead entity to continue to facilitate the Interchange Projects; and

- G. The funding of the Project will flow through the Ohio Department of Transportation (“ODOT”); and
- H. The Parties intend to enter into this Agreement in order to develop a cooperative framework for accomplishing the planning, design, financing, and construction of infrastructure improvements to more effectively service the Users of the I-675/Wilmington Pike Interchange (the “Interchange”) and its related surface roadways (the “Interchange Projects”); and
- I. The Interchange Projects may comprise multiple phases, and this agreement encompasses the first two phases of design and property acquisition. Subsequent to Phase I and II (see attachment A), if any (each, a “Subsequent Phase”), may include the design, financing and/or construction of one or more aspects of an Interchange Project and to the extent two or more of the Parties desire to proceed to a Subsequent Phase, such Parties will negotiate and enter into an addendum to this Agreement to set forth their respective rights and obligations with respect to such Subsequent Phase (a “Subsequent Phase Addendum”); and
- J. The City, acting pursuant to Resolution \_\_\_\_\_ adopted by the City Council of the City on \_\_\_\_\_, Greene County, acting pursuant to Resolution \_\_\_\_\_ adopted by the Board of the Greene County Commission on \_\_\_\_\_, and Sugarcreek Township, acting pursuant to Resolution No. \_\_\_\_\_ adopted by its Board of Trustees on \_\_\_\_\_, have each authorized the execution of this Agreement.

Now, therefore, in consideration of the above Recitals, and based upon the mutual promises contained below, the Parties hereby agree as follows:

1. **The Interchange Projects Generally.** The Parties hereby agree to cooperate to develop and implement the Interchange Projects as set forth in this Agreement.
2. **City Management Services.** The City will provide project planning, project coordination, strategy development, and project supervision services in connection with the Scope of the Project (as defined in Section 3 below) (the “City Management Services”) within the City. Greene County will provide management of the portion of the Project located only within the County. To the extent two or more of the Parties desire to proceed to one or more additional phases related to the Primary Interchange Project (which may include without limitation the financing and/or construction of the Primary Interchange Project), such Parties will enter into one or more additional Subsequent Phase Addenda, provided, however, that the Parties acknowledge that by executing this Agreement, no Party is committing to enter into any additional Subsequent Phase Addenda.

3. **Scope.** The scope of the Primary Interchange Project will include procuring the design and engineering services necessary to construct the Primary Interchange Project (the “Scope”); provided, however that unless and until the City and one or more of the other Parties agree to proceed further pursuant to an amendment to this Agreement that will set forth such Parties’ respective rights and obligations with regard thereto, including without limitation funding obligations (an “Expanded Scope Amendment”), the Scope will be limited to that set out in the attached hereto as Exhibit A, (the “Initial Scope”).
4. **Funding.** The budget for the Initial Scope is set forth in Exhibit B attached hereto (the “Initial Budget”). Grant funding shall flow through Ohio Department of Transportation (“ODOT”). It is contemplated that the local share is 20% to be paid by the City. Within thirty (30) days following demand from the City, Greene County and Township will make a payment to the City equal to such Local Jurisdiction’s allocated share as set forth in the Initial Budget.
5. **Specific Funding Provisions.** As a general matter, the Local Jurisdictions will be obligated to fund the entire cost of \$750,000 whether via a borrowing or an alternative source of funds. Each party will be responsible for the amount set out in Exhibit B.
6. **City Payment Obligations.** Notwithstanding anything in this Agreement to the contrary, the City will not be obligated to provide for any products or services related to the Primary Interchange Project in excess of the funds actually received by the City from the Local Jurisdictions or third party funding sources, less any agreed fees payable to the City.
7. **Local Jurisdiction Obligations.** Each Local Jurisdiction will throughout the performance of this Agreement perform the activities provided in this Agreement, cooperate and coordinate with the assist of the City, join with the City in and granting any applications or permits or other documents necessary to complete the Project. Each Local Jurisdiction will perform its responsibility, obligations, and services, including its reviews and approvals of the Cit’s submission s and recommendations, in a timely manner so as not to delay or interfere with the City’s performance of its obligations under this Agreement or to have a negative impact on the schedule.
8. **Grant Funding.** The Parties shall cooperate in seeking an grant funding to cover the eligible costs related to the Project. Such cooperation shall include, but not be limited to, the partnering on cooperative grant applications, providing testimony before grant funders and other grant administration functions aimed at acquiring grant support.
9. **Progress Meetings.** During the course of this Agreement, the Parties agree to meet periodically to discuss the progress of the Project (the “**Progress Meetings**”). In addition to the foregoing, the City may periodically submit information updates to the Local Jurisdictions 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.

10. **Disclaimer of Warranties/Limitation of Liability.** THE LOCAL JURISDICTIONS AGREE THAT THE CITY DOES NOT GUARANTEE OR WARRANT THE SERVICES PROVIDED BY THE CITY HEREUNDER OR THE COMPLETION OF THE INTERCHANGE PROJECTS. ALL CITY SERVICES ARE PROVIDED ON AN “AS IS” BASIS. THE CITY DOES NOT MAKE, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN NO EVENT WILL THE CITY BE LIABLE OR RESPONSIBLE TO ANY LOCAL JURISDICTION FOR ANY TYPE OF INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, 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 CITY’S TOTAL LIABILITY HEREUNDER EXCEED THE FEES (NOT INCLUDING ANY FEES PAID TO THE CITY TO REIMBURSE THE CITY FOR EXPENSES INCURRED BY THE CITY, INCLUDING WITHOUT LIMITATION UNDER ANY CONTRACT) ACTUALLY COLLECTED BY THE CITY FROM THE LOCAL JURISDICTIONS HEREUNDER.
11. **Additional Parties to the Agreement.** The Parties acknowledge and agree that additional governmental agencies may be added to this Agreement by the unanimous consent of the Parties by having such governmental agencies enter into an acknowledgement to this Agreement. Each such acknowledgement shall include, if required, a fiscal officer’s certificate pursuant to Sections 5705.41 and 5705.44 of the Ohio Revised Code. Each such additional party shall be deemed to be a Party under this Agreement.
12. **Assignment and Binding Nature.** This Agreement may not be assigned without the prior written consent of all non-assigning Parties. The provisions of this Agreement shall be binding upon the successors and assigns of the Parties.
13. **Severability.** If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.
14. **Construction and Interpretation.** No Party shall be deemed to be the draftsman of this Agreement, and it shall not be interpreted or construed in favor of or against any Party.

Words in the singular shall include the plural, and vice versa, and words in the masculine shall include the feminine and/or neuter, and vice versa, where the context so requires for a reasonable interpretation of this Agreement. The Exhibits referred to in and attached to this Agreement are incorporated by reference.

15. **Miscellaneous.** This Agreement and any Exhibit attached hereto may only be amended by written instrument executed by the Parties affected by such amendment. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall 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 Greene County Commission, the City's Council, the Township Trustees, and no Greene County, City, Township official executing this Agreement, shall 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 shall not be construed as, or constitute, a continuing waiver or a waiver of any other breach of any provision of this Agreement. The headings contained in this Agreement were included only for convenience or reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

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

The Parties hereto have executed this Addendum as of the Effective Date.

**City of Centerville**

**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: \_\_\_\_\_

**Sugarcreek Township**

**APPROVED AS TO FORM**

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

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

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

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

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

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 Addendum 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: \_\_\_\_\_

**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 Addendum 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: \_\_\_\_\_

**Sugarcreek Township Fiscal Officer Certificate**

The undersigned fiscal officer of Sugarcreek Township, Ohio (the "**Township**") hereby certifies that the monies required to meet the Township's obligations during the year 2024 under the foregoing Addendum 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, OHIO  
FISCAL OFFICER**

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

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