

CITY OF FRANKLIN, OHIO
RESOLUTION 2022-10

**AUTHORIZING THE CITY MANAGER TO EXECUTE INTERGOVERNMENTAL AGREEMENT 2022-01
WITH THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT TO FACILITATE
THE WILLIAM GOOD BLVD EXTENSION/SCHOLL ROAD IMPROVEMENTS PROJECT**

WHEREAS, Ohio Revised Code Chapter 5540 empowers the Warren County Transportation Improvement District (the "WCTID") to finance, construct, maintain, improve and repair highways, roads, and other infrastructure and transportation projects;

WHEREAS, the City of Franklin desires to cooperate with the WCTID to jointly undertake certain transportation improvements, commonly known as the William Good Blvd. Extension/Scholl Road Improvements Project (the "Project");

WHEREAS, the terms and conditions of the parties' agreement to undertake the Project are set forth in Intergovernmental Agreement 2022-01, attached as "Exhibit A" to this Resolution (the "IGA");

WHEREAS, pursuant to the IGA, the City would contribute towards the Project funds in the total amount of \$596,549.25; and

WHEREAS, City Council desires to cooperate with the WCTID to undertake and fund the Project pursuant to the terms and conditions set forth in the IGA.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of members present concurring, that:

Section 1. City Council hereby approves the City's expenditure, and deposit with the WCTID, of public funds in furtherance of the Project in the total amount of \$596,549.25.

Section 2. The City Manager is hereby authorized to execute the IGA, in substantially the same form as the attached "Exhibit A", on the City's behalf.

Section 3. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action occurred in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED: January 3, 2022

ATTEST: Khristi Dunn
Khristi Dunn, Clerk of Council

APPROVED: B.W. Ash
Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on January 3, 2022.

Khristi Dunn
Khristi Dunn, Clerk of Council

**INTERGOVERNMENTAL
AGREEMENT 2022-01**

By and Between

CITY OF FRANKLIN

And

THE WARREN COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT

[William Good Blvd Extension/Scholl Road Improvements Project]

Dated as of February 3, 2022

INTERGOVERNMENTAL AGREEMENT 2022-01

This Intergovernmental Agreement 2022-01 (this “Agreement”) is made and entered into as of February 3, 2022 (the “Effective Date”), by and between CITY OF FRANKLIN (the “CITY”), a municipal corporation and political subdivision located in Warren County, Ohio, and pursuant to Ohio Revised Code (“ORC”) Chapter 715 and its Charter, and THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, a transportation improvement district and a body both corporate and politic created pursuant to ORC Chapter 5540 (the “TID”).

Recitals:

A. The Board of County Commissioners of Warren County, Ohio (the “County”) created the TID, which is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair, and operate street, highway, and other transportation projects (including, but not limited to, air and rail projects) and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure.

B. These projects, as contemplated by ORC Chapter 5540, include transportation and infrastructure improvement projects that involve a coordinated, cooperative, multi-jurisdictional approach towards project integration, development, design and construction, land use planning, environmental stewardship, financial strategy implementation, economic development and/or public-private partnership opportunities to advance the projects in an innovative, efficient and cost effective manner.

C. These projects undertaken by the TID, pursuant to ORC Chapter 5540, are essential governmental functions and will contribute to the improvement of the prosperity, health, safety, and welfare of the people of the County, and certain political subdivisions therein, including, but not limited to, the CITY, the Township of Franklin, Warren County, Ohio and of the State and are essential governmental functions;

D. The exercise by the TID of the authority granted by ORC Chapter 5540 is necessary for the prosperity, health, safety, and welfare of the County, the CITY and the State and their people and is consistent with and will promote industry, commerce, distribution, and research activity in the County, and certain political subdivisions therein, including, but not limited to, the CITY, the Township of Franklin, Warren County, Ohio and the State.

E. In this regard, the TID has been requested by the CITY to assist in advancing the construction of the *William Good Blvd Extension/Scholl Road Improvements Project* and related work, which the TID has designated as a project and as further described and delineated for purposes of this Agreement in the attached *Exhibit A: William Good Blvd and Scholl Road Improvements* made part hereof, and in the plans on file with the CITY, the TID and the WCEO (referred to hereafter as the “Project”).

F. The CITY affirms it has now advanced the Project through engineering and design and has cleared the required right of way for construction of the Project.

G. The CITY and the TID desire to collaborate on advancing the Project to

completion by jointly providing the necessary funding for the actual construction of the Project, in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Agreement, the CITY and the TID agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Agreement, as follows:

Article I Definitions; Construction

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings, unless the context or use clearly indicates another meaning or intent:

“Agreement” means this Intergovernmental Agreement, as the same may be amended from time to time.

“Business Day” means any day other than a Saturday, Sunday, or legal holiday.

“CITY Contribution Amount” means the funding contribution of the CITY, in the amount of Five Hundred Ninety-Six Thousand Five Hundred Forty-Nine Dollars and Twenty-Five Cents (\$596,549.25) as a portion of the Project Construction Cost Shares (as defined below), with said amount committed for eligible Project Cost Items incurred by the CITY and as further provided for herein at Section 2.01, and any other amounts the CITY Council may approve and authorize if it determines such additional amounts are required.

“CITY Council” means the City Council of the City of Franklin, Ohio.

“CITY” means the City of Franklin, Ohio, a municipal corporation and political subdivision of the State.

“Construction Work” means certain Project construction services work and materials, as more specifically set forth and described in *Exhibit A* hereto, which work will be jointly funded by the CITY and TID, as further set forth herein, and which will be managed by the CITY in coordination with the TID.

“County” means the County of Warren, a county and political subdivision of the State.

“Day” means a calendar day, unless specifically designated as a Business Day.

“Effective Date” has the meaning given to such term in the introductory paragraph of this Agreement.

“ORC” means the Ohio Revised Code, as the same may be amended from time to time.

“Party” means, individually, either the CITY or the TID; and *“Parties”* means, collectively, the CITY and the TID.

“*Project*” means, for purposes of this Agreement, the *William Good Blvd Extension/Scholl Road Improvements Project* as further described and set forth in plans and documents on file with the CITY, the TID and the WCEO and in Exhibit A hereto.

“*Project Costs*” or “*Project Cost Items*” means the cost incurred by the CITY for the services, materials and/or work items required to facilitate and complete the Construction Work and as further described herein and set forth in Exhibit A hereto and per documents and plans on file with the CITY, TID and the WCEO.

“*Project Construction Funding*” means the CITY Contribution Amount and TID Contribution Amount comprising the Project Construction Cost Shares, which are the sole sources of funding for the Project Construction Work, and any additional amounts from the CITY if required.

“*Project Construction Cost Shares*” means the agreed upon funding share commitments by the CITY and the TID to provide the current estimated amount of funding required for Project Construction Cost Items, as hereby agreed upon by the Parties and as further described in Exhibit A hereto, which is in the following shares: CITY, in the amount of Five Hundred Ninety-Six Thousand Five Hundred Forty-Nine Dollars and Twenty-Five Cents (\$596,549.25), as defined herein as the CITY Contribution Amount and the TID, in an amount up to and not to exceed Five Hundred Eighty-Three Thousand Five Hundred Eighty Dollars and Twenty-Five Cents (\$583,580.25), as defined herein as the TID Contribution Amount. The CITY acknowledges and agrees that it is thereafter responsible for any amounts that may be required over the amount of One Million One Hundred Eighty Thousand One Hundred Twenty-Nine Dollars and Fifty Cents (\$1,180,129.50), the total of the combined *Project Construction Cost Shares*.

“*State*” means the State of Ohio.

“*Term*” has the meaning given to such term in Section 4.01.

“*TID*” means The Warren County Transportation Improvement District, a transportation improvement district and a body both corporate and politic created by the Board of County Commissioners pursuant to ORC § 5540.02.

“*TID Contribution Amount*” means the funding contribution commitment of the TID, in an amount not to exceed Five Hundred Eighty Three Thousand Five Hundred Eighty Dollars and Twenty-Five Cents (\$583,580.25), as a portion of the Project Construction Cost Shares, with said amount payable on a reimbursement basis to the CITY for eligible Project Cost Items actually incurred and paid by the CITY and subsequently invoiced to for payment of the TID’s share as further provided for herein at Section 2.01.

“*Trustees*” means the Board of Trustees of the TID.

“*WCEO*” means the Warren County Engineer’s Office, an elected office located in the County.

Section 1.02. Exhibits. The following Exhibit is attached to and made a part of this Agreement: *Exhibit A - William Good Blvd and Scholl Road Improvements*

Section 1.03. References to Parties. Any reference in this Agreement to the CITY or CITY Council, the Trustees or the TID, or to any officers of the CITY or the TID, includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section 1.04. Statutory References. Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of the CITY, or the TID under this Agreement.

Section 1.05. Adverbs; Other References. Unless the context indicates otherwise, the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

Section 1.06. Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

Section 1.07. Captions. The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the Parties to assist in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof

Section 1.08. Ambiguity. The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

Section 1.09. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating

the remainder of such provision or the remaining provisions of this Agreement.

Article II Scope of Agreement

Section 2.01. Cooperation and Consent. The TID and the CITY acknowledge and agree that it is essential to the welfare of the people of the CITY and the County, that the Parties cooperate to the greatest extent practical in the development, funding and construction of the Project which will contribute to the improvement of the prosperity, health, safety, and welfare of all of the people of the CITY and the County.

Section 2.02. General Agreement Regarding Funding. The Parties acknowledge and agree as follows:

- (a) The CITY agrees to provide the CITY Contribution Amount for the Project Construction Funding and will acquire, construct, inspect and maintain the Project according to the plans on file with the CITY, TID and WCEO and, further, will construct the Project in accordance with all applicable laws, standards and regulations and perform all related responsibilities as thereby required or appropriate, including, but not limited to, the management, administration and performance of all activities required to accordingly complete the Project.
- (b) The TID agrees to provide the TID Contribution Amount to reimburse a portion of the Project Cost Items paid by the CITY as follows:
 - (i) As the CITY incurs and pays Project Cost Items, the CITY will request reimbursement from the TID from the TID Contribution Amount, by providing an invoice detailing the amount of the specific Project Cost Items the CITY has paid, accompanied by a reimbursement request package including all the appropriate back-up documentation sufficient to allow the TID to adequately verify any such amounts being invoiced for reimbursement by the TID. In the event the TID determines it has not received sufficient information from the CITY relative to invoices for payment of such share from the TID Contribution Amount, the TID will notify the CITY in writing, by both facsimile transmission and via electronic mail, that it has not received the requisite information and the CITY will provide such information as reasonably required within 10 business days, so as to facilitate and not unduly delay the reimbursement payment process.
 - (ii) Upon the receipt from the CITY of such invoice(s) for reimbursement with the accompanying back-up documentation, the TID will pay 50% of the amount of said invoice, until and up to, but not exceeding, the TID Contribution Amount. The TID shall direct said payments to such account as instructed, in writing, by the CITY. The CITY shall provide the TID with such instructions within 10 business days of the execution of this Agreement.
- (c) In the event the CITY does not receive the payment due, pursuant to (b) above,

the CITY will immediately notify the TID in writing, by both facsimile transmission and via electronic mail, that it has not made its payment and that the payment is due immediately.

- (d) The TID further agrees that, notwithstanding any other provision of the Agreement, including Section 4.02, the TID's commitment to make payment of the TID Pledged Amount to the CITY, as set forth herein, will continue and shall survive any termination of the Agreement until full payment of the TID Contribution Amount committed for the Project Construction Funding is accordingly made.
- (e) The CITY and TID, in coordination and cooperation with WCEO, will arrange a schedule of Project update sessions, on such a schedule as the Parties determine is appropriate, to review the progress of the Project Construction Work.
- (f) The provisions of this Agreement may not be altered or amended without the express written consent of all of the parties hereto.

Section 2.03. Relationship of the Parties.

- (a) Neither this Agreement nor the relationship among the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. Neither Party shall have any authority to make, and neither Party shall make, any representations, warranties, or statements on behalf of the other Party, and neither Party shall bind, or be liable for the debts or obligations of, the other Party. In the performance of its services hereunder, the TID is and shall at all times be an independent contractor, free and clear of any dominion or control by the other Party, except as specifically provided herein. The number of employees, consultants and contractors used by the TID in the performance of its obligations hereunder, their selection, and the hours of labor and the compensation for services performed shall be reasonably determined by the TID in good faith and in the best interests of the successful completion of the Construction Work. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security or any other taxes on the wages of such Party, its agents, its employees, and its representatives.
- (b) Nothing in this Agreement shall (1) modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between or among either the CITY or the TID or (2) preclude either Party from entering into other agreements with respect to matters not specifically addressed in this Agreement.

Section 2.04. Extent of Covenants; No Personal Liability. 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, trustee, officer, agent, or employee of any Party in other than his or her official capacity; and neither the CITY Council or any member of the CITY or the Council or any member of the TID, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

Section 2.05. Liability of the Parties. Neither Party shall have any liability to the other Party for any mistakes or errors in judgment or for any act or omission believed in good faith to be in the scope of authority conferred upon such Party by this Agreement.

Section 2.06. No Third Party Beneficiary. Only the Parties shall have any rights under this Agreement. No other persons or entities, shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.

Article III Representations and Further Agreements

Section 3.01. Representations of the TID. To induce the CITY to enter into this Agreement, the TID represents to the CITY as follows:

- (a) it is a transportation improvement district and a body both corporate and politic duly organized and validly existing under the laws of the State;
- (b) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the TID and the Trustees; and this Agreement, when executed and delivered by the TID, will constitute a legal, valid, and binding obligation of the TID; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the TID or (2) result in a default under any agreement or instrument to which the TID is a party or by which it is bound.

Section 3.02. Representations of the CITY. To induce the TID to enter into this Agreement, the CITY Council represents to the TID as follows:

- (a) it is the duly constituted and duly elected governing body of the CITY under the laws of the State;
- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;

- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the CITY; and this Agreement, when executed and delivered by the CITY Council, will constitute a legal, valid, and binding obligation of the CITY;
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the CITY or (2) result in a default under any agreement or instrument to which either the CITY Council or the CITY is a party or by which either the CITY Council or the CITY is bound; and

Section 3.03. Challenge to Agreement.

- (a) Each Party waives any and all rights it may have to commence or to maintain any civil action or other proceeding to contest, to invalidate, or otherwise to challenge this Agreement or any of the actions required or contemplated by this Agreement, or to take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote, or support the opposition of, this Agreement or any of the actions required or contemplated by this Agreement.
- (b) In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, each Party shall fully cooperate to vigorously defend the Agreement. If less than all the Parties are named as parties to the action, the other Party shall seek to intervene, and each named Party shall support such intervention. The cost of defending this Agreement shall be shared equally by the Parties. No settlement of such an action shall be permitted without the approval of each Party.

Section 3.04. Good Faith and Fair Dealing. The Parties hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

Section 3.05. Notice of Disagreement. The Parties acknowledge and agree that the performance of certain of the agreements contained herein is to be undertaken in a mutual and cooperative fashion, and, to ensure such cooperative effort, each Party agrees promptly to notify the other of disagreements arising hereunder and to act in good faith to promptly resolve such disagreements.

Section 3.06. Assignment. No Party may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

Section 3.07. Amendment; Waiver. This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by all Parties; provided, that if any amendment, alteration modification or discharge affects the rights and interests of the Insurer, such amendment, alteration, modification or discharge shall be subject to the prior written consent of the Insurer. No waiver of any term,

provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

Article IV Term; Remedies

Section 4.01. Term. This Agreement shall become effective on the Effective Date. Unless sooner terminated pursuant to the other provisions of this Agreement, the term of this Agreement shall be for the period from and after February 3, 2022 to and including October 1, 2022 (the “Term”).

Section 4.02. Termination. So long as any amount of the Project Construction Funding is outstanding and unpaid, this Agreement shall not be terminated. If no Project Construction Funding is outstanding, this Agreement will terminate, prior to the expiration of the Term, upon the completion of the Construction Work.

Section 4.03. Waiver of Breach. No waiver by any Party will be effective unless it is in writing and then only to the extent specifically stated and agreed to by all Parties. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy by any Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. Failure of any Party to demand strict performance of the provisions of this Agreement by any other Party, or any forbearance by any Party in exercising any right or remedy hereunder or otherwise afforded by law, shall not constitute a waiver by such Party of any provision of this Agreement. Any condition, term, or covenant in this Agreement that is not complied with will be considered a breach.

Article V Miscellaneous

Section 5.01. Time is of the Essence. Time is of the essence in the compliance with the terms and conditions of this Agreement. Whenever, under the terms of this Agreement, the time for performance falls on a Day other than a Business Day, such time for performance shall be on the next Business Day.

Section 5.02. Notices.

- (a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:
 - (1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or
 - (2) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or
 - (3) on the third Business Day after being mailed by United States mail,

registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or

(4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission to a Party at its facsimile number as hereinafter set forth.

(b) All notices to be given to the TID pursuant to this Agreement shall be sent to the TID at the following address:

The Warren County Transportation Improvement District
Attn: Neil Tunison, P.E. /P.S., Secretary/Treasurer
105 Markey Road
Lebanon, Ohio 45036
Facsimile: (513) 695-3307
Electronic Mail: neil.tunison@co.warren.oh.us

(c) All notices to be given to the CITY pursuant to this Agreement shall be sent to the CITY at the following address:

City of Franklin
Attn: Jonathan Westendorf, City manager
1 Benjamin Franklin Way
Franklin, OH 45005
Facsimile: 937-746-9921
Electronic Mail: jwestendorf@franklinohio.org

(d) Any Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance Section 5.02(a) hereof.

Section 5.03. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance.

Section 5.04. Entire Agreement. This Agreement (including the recitals and exhibits hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings among the Parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.

Section 5.05. Binding Effect. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions of assignment set forth herein, their respective administrators, successors, and assigns.

Section 5.06. Counterparts; Facsimile Signatures. The terms of this Agreement are hereby agreed to by both Parties, as shown by the signatures of representatives of each. Each Party represents that the signatories hereto have been duly authorized to execute this Agreement on behalf of the Party. The delivery of a signed copy of this Agreement by Facsimile Transmission (fax) or by e-mail transmission in Portable Digital Format (pdf) shall constitute effective execution and delivery of this Agreement as to the Parties; and will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such fax or pdf signature page were an original agreement. Signatures of the Parties to this contract transmitted by facsimile or PDF will be deemed to be their original signatures for all purposes. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

IN WITNESS WHEREOF, this Intergovernmental Agreement has been duly executed and delivered for, in the name of, and on behalf of the Parties by their duly authorized officers, all as of the Effective Date.

CITY:

**THE CITY OF FRANKLIN,
WARREN COUNTY, OHIO**

TID:

**THE WARREN COUNTY
TRANSPORTATION
IMPROVEMENT DISTRICT**

By: _____
Jonathan Westendorf, City Manager

By: _____
Secretary-Treasurer

FISCAL OFFICER'S CERTIFICATE

The undersigned, the fiscal officer of City of Franklin, Warren County, Ohio, hereby certifies that the moneys required to meet the obligations of the City of Franklin for the year 2022 under the foregoing Intergovernmental Agreement have been lawfully appropriated and are in the treasury of City of Franklin or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Dated: _____, 2022

Cindy Ryan, Fiscal Officer
City of Franklin, Ohio

FISCAL OFFICER'S CERTIFICATE

The undersigned, the fiscal officer of the Warren County Transportation Improvement District, Warren County, Ohio (the "TID"), hereby certifies that the moneys required to meet the obligations of the TID for the year 2022 under the foregoing Intergovernmental Agreement have been lawfully appropriated and are in the accounts of TID or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Dated: _____, 2022

Neil Tunison, Secretary-Treasurer
Warren County Transportation Improvement
District

EXHIBIT A

William Good Blvd. and Scholl Road Improvements

City of Franklin Ohio
William Good Blvd. and Scholl Road Improvements

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
ROADWAY					
201	CLEARING AND GRUBBING	1	LUMP	@ 5,000.00	\$5,000.00
203	EXCAVATION	17000	C.Y.	@ 15.00	\$255,000.00
203	EMBANKMENT	9000	C.Y.	@ 15.00	\$135,000.00
203	GRANULAR REPAIR OF SUBGRADE	300	C.Y.	@ 45.00	\$13,500.00
608	CURB AND GUTTER, TYPE 2	2300	FT.	@ 30.00	\$69,000.00
609	HANDICAP RAMP W/TRUNCATED DOMES	1	EA	@ 1,000.00	\$1,000.00
609	CONCRETE SIDEWALK, 4"	5500	S.F.	@ 10.00	\$55,000.00
SUBTOTAL					\$533,500.00
PAVEMENT					
204	SUBGRADE COMPACTION	4805	S.Y.	@ 2.00	\$9,610.00
204	PROOF ROLLING	6	HOUR	@ 150.00	\$900.00
301	ASPHALT CONCRETE BASE, PG64-22, 8"	960	C.Y.	@ 200.00	\$192,000.00
304	AGGREGATE BASE	650	C.Y.	@ 50.00	\$32,500.00
407	TACK COAT FOR INTERMEDIATE COURSE	435	GAL.	@ 3.50	\$1,522.50
407	TACK COAT	435	GAL.	@ 3.50	\$1,522.50
448	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22, INTERMEDIATE	180	C.Y.	@ 200.00	\$36,000.00
448	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22, SURFACE	180	C.Y.	@ 200.00	\$36,000.00
SUBTOTAL					\$310,055.00
EROSION CONTROL					
653	TOPSOIL STOCKPILED AND PLACED	2100	C.Y.	@ 25.00	\$52,500.00
659	TEMPORARY SEEDING AND MULCHING	20000	S.Y.	@ 0.40	\$8,000.00
659	REPAIR SEEDING AND MULCHING	500	S.Y.	@ 0.42	\$210.00
659	SEEDING AND MULCHING	20000	S.Y.	@ 0.55	\$11,000.00
659	FERTILIZER	10	TON	@ 800.00	\$8,000.00
659	WATER	500	M GAL.	@ 20.00	\$10,000.00
660	SODDING STAKED	600	S.Y.	@ 6.25	\$3,750.00
832	SILT FENCE	500	L.F.	@ 2.00	\$1,000.00
832	GEOTEXTILE STONE INLET PROTECTION	6	EACH	@ 200.00	\$1,200.00
832	STORMWATER POLLUTION PREVENTION PLAN	1	LUMP	@ 6,500.00	\$6,500.00
SUBTOTAL					\$102,160.00
DRAINAGE					
611	12" CONDUIT, TYPE B	300	FT.	@ 65.00	\$19,500.00
611	18" CONDUIT, TYPE B	10	FT.	@ 85.00	\$850.00
611	36" CONDUIT, TYPE C	244	FT.	@ 120.00	\$29,280.00
611	42" CONDUIT, TYPE B	129	FT.	@ 150.00	\$19,350.00
611	MODIFIED HEADWALL	3	EACH	@ 3,000.00	\$9,000.00
611	CATCH BASIN, CB-3	6	EACH	@ 3,100.00	\$18,600.00
611	CATCH BASIN, CB 2-4	1	EACH	@ 2,600.00	\$2,600.00
611	MANHOLE ADJUST TO GRADE	1	EACH	@ 500.00	\$500.00
SUBTOTAL					\$99,680.00
TRAFFIC CONTROL					
630	STOP SIGN	1	EACH	@ 150.00	\$150.00
630	SPEED LIMIT SIGN, 25 MPH	1	EACH	@ 150.00	\$150.00
644	STOP LINE	36	FT.	@ 10.00	\$360.00
SUBTOTAL					\$660.00
MISCELLANEOUS					
614	MAINTENANCE OF TRAFFIC	1	LUMP	@ 5,000.00	\$5,000.00
623	CONSTRUCTION LAYOUT STAKES	1	LUMP	@ 5,000.00	\$5,000.00
624	MOBILIZATION	1	LUMP	@ 5,000.00	\$5,000.00
SUBTOTAL					\$15,000.00
SCHOLL ROAD					
301	ASPHALT CONCRETE BASE, PG64-22, 8"	20	C.Y.	@ 200.00	\$4,000.00
407	TACK COAT	95	GAL.	@ 2.00	\$190.00
448	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22, INTERMEDIATE	4	C.Y.	@ 200.00	\$800.00
448	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22, SURFACE	4	C.Y.	@ 200.00	\$800.00
608	CURB AND GUTTER, TYPE 2	200	FT.	@ 30.00	\$6,000.00
SUBTOTAL					\$11,790.00
PROJECT SUBTOTAL					\$1,072,845.00
10% CONTINGENCY					\$107,284.50
PROJECT GRAND TOTAL					\$1,180,129.50

Useful Life: Upon satisfactory completion of the work, the useful life of the roadway will be 40 years. The surface course will need to be repaved as needed.

Scholl Rd. Improvements	\$11,790.00	\$1,179.00	\$12,969.00
William Good Blvd. Improvements	\$1,061,055.00	\$106,105.50	\$1,167,160.50
Total	\$1,072,845.00	\$107,284.50	\$1,180,129.50

	City	County
William Good Blvd. Improvements	\$583,580.25	\$583,580.25
Scholl Rd. Improvements	\$12,969.00	
Total	\$596,549.25	\$583,580.25