

First Reading: January 14, 2014
Second Reading: dispensed

RESOLUTION NO. 2014 - 02

**A RESOLUTION APPROVING AN AGREEMENT WITH THE HAMILTON COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT FOR THE APPLICATION FOR
GRANT FUNDING FOR THE KENWOOD ACCESS ROAD PROJECT, DISPENSING
WITH THE SECOND READING AND DECLARING AN EMERGENCY**

WHEREAS, the Board of Township Trustees of Sycamore Township wishes to cooperate with the Hamilton County Transportation Improvement District to make an application for grant funding for improvements to be made for an access road to Kenwood Road south of Montgomery in Sycamore Township;

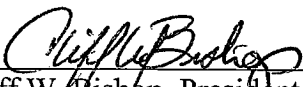
NOW THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Sycamore Township, State of Ohio:

- SECTION 1.** The attached Intergovernmental Agreement By and Between Sycamore Township and the Hamilton County Transportation Improvement District that sets forth matters for grant funding for the access road at Kenwood Road south of Montgomery Road is hereby approved and the President of the Board and the Fiscal Officer are hereby authorized and directed to execute the Joint Agreement on behalf of the Board.
- SECTION. 2** Pursuant to Section 2.02(c) of the agreement, the Hamilton County Transportation Improvement District is hereby directed to deposit the funds to the General Fund of Sycamore Township for use on the project.
- SECTION 3.** The Trustees of Sycamore Township upon at least a majority vote do hereby dispense with the requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.
- SECTION 4.** This resolution shall take effect on the earliest date allowed by law.
- SECTION 5.** Upon the unanimous vote of the Sycamore Township Trustees, this Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the public peace, health, safety and welfare of Sycamore Township. The reason for the emergency is to provide for additional funding for safe streets and roads in Sycamore Township and to begin the construction process as soon as possible.

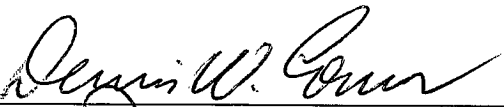
VOTE RECORD:

Mr. Bishop AYE Mr. Connor AYE Mr. Weidman AYE

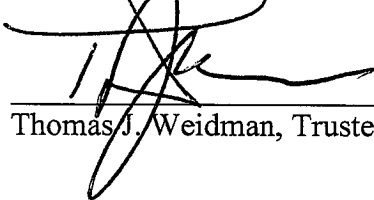
Passed at a meeting of the Board of Township Trustees of Sycamore Township this 14th day of January, 2014.



Cliff W. Bishop, President



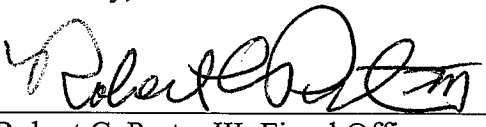
Dennis W. Connor, Vice President



Thomas J. Weidman, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 14th day of January, 2014.



Robert C. Porter III, Fiscal Officer
Sycamore Township, Ohio

APPROVED AS TO FORM:



R. Douglas Miller, Law Director

**INTERGOVERNMENTAL
AGREEMENT
2014-01**

By and Between

SYCAMORE TOWNSHIP, OHIO

And

THE HAMILTON COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT

Dated as of January 28, 2014

INTERGOVERNMENTAL AGREEMENT 2014-01

This Intergovernmental Agreement 2014-01 (this "Agreement") is made and entered into as of January 28, 2014 (the "Effective Date"), by and between Sycamore Township, a body corporate and politic located in Hamilton County, Ohio (the "TOWNSHIP"), acting through its Board of Township Trustees (the "Board"), pursuant to Ohio Revised Code ("ORC") Chapters 503 and 505, and THE HAMILTON COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, a transportation improvement district created pursuant to ORC Chapter 5540 (the "HCTID").

Recitals:

A. The HCTID 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 major 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 public-private partnership opportunities to advance the projects in an innovative, efficient and cost effective manner.

C. These projects undertaken by the HCTID, 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 Hamilton County, Ohio (the "County"), and various political subdivisions therein, including, but not limited to, the TOWNSHIP, and of the State and are essential governmental functions;

D. The exercise by the HCTID of the authority granted by ORC Chapter 5540 is necessary for the prosperity, health, safety, and welfare of the County, the TOWNSHIP 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 TOWNSHIP, and the State.

E. The HCTID is continually striving to further develop, revisit and refine its efforts, goals and functions, as it continues to serve as an active force to support, facilitate and effectuate transportation improvements, initiatives and policy, coordinated and integrated with economic development efforts, through a collaborative effort on behalf of the County, the TOWNSHIP and other local jurisdictions within the County, and, as appropriate, in coordination and collaboration with OKI, the State of Ohio/ODOT, Federal agencies and the Congressional delegation.

F. In this regard, the HCTID and the TOWNSHIP intend to coordinate and collaborate, as appropriate, relating to certain transportation and infrastructure project development, implementation, policy and funding, involving a joint project between the HCTID and the TOWNSHIP respectively referred to or known as: the *Kenwood Road Access Drive Project* (the

"Access Project") (which also supports the furtherance of transportation improvement and community and economic development objectives supported by the HCTID and the TOWNSHIP), and which project is further described and set forth in project documents on file with the TOWNSHIP, the HCTID, and ODOT Office of Jobs & Commerce (referred to hereafter as the "Project").

G. In this regard, the HCTID, by resolution passed on June 28, 2013, authorized the submittal of a funding application, in coordination with the TOWNSHIP, to ODOT for HB 51 Funding for a portion of the Project construction cost and thereby procured an allocation, which will provide for funding under this Agreement in an amount of \$127,500.00 (the "HCTID Funding") which the HCTID intends to make available, as part of this joint project, to assist in advancing and funding a portion of the construction costs of the Project: specifically to provide funding to the TOWNSHIP for reimbursement of costs the TOWNSHIP advances, in a total amount not to exceed \$127,500.00, for a portion of the Project-related construction services and costs to be bid, awarded and contracted for by the TOWNSHIP, in coordination with the HCTID, pursuant to Project plans on file with the TOWNSHIP (the "Project Work"). The total Project Cost for the Project Work will be the primary and sole responsibility of the TOWNSHIP but the HCTID will provide this secondary allocation of HB 51 Funding, through and in coordination with ODOT Office of Jobs & Commerce, and, again, on a reimbursement basis, as further provided for herein.

H. Furthermore, the HCTID Board of Trustees has determined that this Project Work for the construction of the Project is consistent with and will further advance the purposes and initiatives stated herein, in relation to the cooperative and collaborative efforts between the TOWNSHIP and the HCTID in the development and implementation of transportation improvements and community/economic development initiatives, and, accordingly, the HCTID Board of Trustees, by its Resolution 01-24-14, approved and authorized this Agreement with the TOWNSHIP and any other required or appropriate documentation to memorialize and facilitate the available reimbursement funding for eligible project costs for the Project Work as directly incurred by the TOWNSHIP in this joint effort by the Parties, from the HB 51 Funding.

I. The HCTID, in coordination and collaboration with the HCEO, will accordingly administer the Project Work, jointly and in conjunction with the TOWNSHIP, including the joint project management responsibilities as well as the related oversight and construction inspection relating to this Project Work.

L. The HCTID is specifically authorized to take such actions, receive such funding, and enter into all agreements necessary or incidental to performance of its functions and the execution of its powers to effect its purposes and transportation projects under ORC Chapter 5540 and the TOWNSHIP, likewise, pursuant to ORC Chapters 503 and 505;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Agreement, the Township and the HCTID 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.

"Board" means the Sycamore Township Board of Trustees.

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

"Contractor" means the construction services awarded the construction services contract by the TOWNSHIP for the Project Work.

"Sycamore Township" means the Township of Sycamore, a political subdivision within Hamilton County, Ohio.

"TOWNSHIP Pledged Amount" means the Township's funding commitment to advance the required and appropriate costs required for the Project Work, estimated in a total amount of \$1,276,830.50, which includes the portion related and required for the Project construction costs, in an amount not to exceed \$127,500.00 to be reimbursed from HB 51 Funding through the HCTID, to be paid from its available revenue sources for advancing and completing the Project Work. These expenses shall be reimbursable from the HB 51 project funding.

"County" means the County of Hamilton, 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.

"HB 51 Project Funding" means grant funding specifically allocated to the HCTID by ODOT, in the amount of \$127,500.00 for use in State Fiscal Year 2014, by amendment to the funding agreement between the HCTID and ODOT, as of October 8, 2013, on a reimbursement basis, for eligible Project Costs.

"HCTID" means The Hamilton County Transportation Improvement District.

"HCEO" means the Hamilton County Engineer's Office.

"OKI" means the Ohio Kentucky Indiana Regional Council of Governments, the designated Metropolitan Planning Organization (MPO) responsible for transportation planning in the eight-county (Butler, Clermont, Hamilton, Warren, Boone, Campbell, Kenton, and Dearborn) three-state (Ohio, Kentucky, Indiana) region.

“*ODOT*” means the Ohio Department of Transportation, an agency of the State and including its Office of Jobs and Commerce, specifically in relation to HB 51 Funding and/or HB 51 Funding.

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

“*Project Work*” means the Project activities, services and/or work items for completing the Project Work as set forth herein and described in *Recital G.* above and *Exhibit A* attached hereto and made part hereof.

“*Party*” means, individually, either the Township or the HCTID; and “*Parties*” means, collectively, the Township and the HCTID.

“*Project*” or “*Projects*” means the *Sycamore Township Access Drive Project (the Access Project)* and the authorized Project Work herein.

“*Project Cost*” means the cost to complete the Project Work and related work, which includes a portion of the total Project cost, as agreed upon here by the Parties to advance the Project, which is part of the approved Project HB 51 allocation in an amount not to exceed \$127,500.00 and as further discussed herein.

“*Project Cost Item*” or “*Project Cost Items*” means the activities, services and/or work items required so as to construct the Project Work and for which costs are incurred and approved by the TOWNSHIP and the HCTID to be paid for by the Township Pledged Amount and HB114 Funding facilitated by the HCTID, as further set forth herein.

“*Project Funding*” means sources of funding for the Project, including but not limited to the TOWNSHIP Pledged Amount, HB 51 Project Funding, and any other funding pledged, acquired or debt incurred by the TOWNSHIP, or the HCTID to the extent applicable and authorized, to finance the Project Work, or other parts of the Project as may otherwise agreed upon and authorized by the Parties, and the related Project Cost.

“*State*” means the State of Ohio.

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

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

Section 1.02. References to Parties. Any reference in this Agreement to the TOWNSHIP or Board, the Trustees or the HCTID, or to any officers of the TOWNSHIP or the HCTID, 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 1.03. 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 TOWNSHIP, or the HCTID under this Agreement.

Section 1.04. 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 1.05. 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 1.06. 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 1.07. 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 1.08. 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 HCTID and the TOWNSHIP have acknowledged and agreed that it is essential to the welfare of the people of the County, and the TOWNSHIP, that the Parties cooperate to the greatest extent practical in the funding and study of the development of the Project which will contribute to the improvement of the prosperity, health, safety, and welfare of all of the people of the County and the TOWNSHIP.

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

- (a) The HCTID agrees, in coordination and cooperation with the TOWNSHIP and the HCEO, to develop/arrange a schedule of Project work sessions to, to be held on a monthly basis or otherwise as the Parties determine is appropriate, so as to coordinate and review with the TOWNSHIP and any other parties the TOWNSHIP and the HCTID deem appropriate, and with the attendance of the Contractor as appropriate, on the progress of the Project Work. The HCTID, with assistance of the HCEO, shall provide input and advice regarding the Contractor's work. The TOWNSHIP and the HCTID shall, at such appropriate times, conduct concurrent reviews of any Contractor invoices to be submitted for reimbursement from the HB 51 Funding, through its designated Project representatives. Any changes that the HCTID may request or believe appropriate to the Project Work requiring additional funding and work by the Contractor, and thus related changes to the Contractor task order contract with the Township, must be approved and authorized, in writing, by the TOWNSHIP prior to any such changes or additional work or cost under the task order contract and authorization of the Contractor to proceed.
- (b) The TOWNSHIP explicitly agrees to provide to the HCTID, in a timely fashion, but not more than 30 days from date of payment following review under 2.02 (a), paid invoices for Contractor services provided to the TOWNSHIP for Project Work and proof of payment by the TOWNSHIP of such invoices. In the event the HCTID does not receive sufficient information from the TOWNSHIP to seek HB 51 funding reimbursement from ODOT, the HCTID will notify the TOWNSHIP in writing, by both facsimile transmission and via electronic mail, that it has not received the requisite information and the TOWNSHIP will provide such information as reasonably required within 7 business days, so as to facilitate and not unduly delay the reimbursement payment process.
- (c) The HCTID explicitly agrees to provide the TOWNSHIP with the HB 51 Funding, as specifically allocated to and received by the HCTID from ODOT for reimbursement of approved and eligible costs, in a total amount not to exceed \$127,500.00, incurred in performance of the Project Work or as otherwise determined to be appropriate or eligible by the HCTID pursuant to and in accordance with the HB 51 allocation in the event additional Project work is authorized and approved by the Parties, as such funding is received by the HCTID in the form of reimbursement payments from ODOT. The HCTID shall direct said payments to such account as instructed, in writing, by the TOWNSHIP. The TOWNSHIP shall provide the HCTID with such instructions within 10 business days of the execution of this Agreement.

- (d) The TOWNSHIP and the Board explicitly acknowledge and agree:
 - i) to act as co-administrators of the Project with the HCTID, including bidding, awarding, entering into and holding the construction services contract with the Contractor for the Project Work, in accordance with applicable law and related requirements, and to perform all related responsibilities as thereby required or appropriate, in coordination and collaboration with the HCTID and HCEO, and as provided for herein. Any changes to the Project Work or additional work by the Contractor and to the Contractor's contract, must be approved and authorized, in writing, by the HCTID prior to the TOWNSHIP authorizing such changes or additional work or cost thereunder and authorizing the Contractor to proceed.
 - ii) to take such action and provide the necessary funding, including the TOWNSHIP Pledged Amount or as otherwise agreed upon by the Parties, to facilitate, fulfill and deliver the Project Work, as committed herein.
- (e) 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. Additional Agreements of the HCTID. As long as this Agreement remains in effect, the HCTID may contribute, as approved and authorized, the following:

- (a) such additional funds as the Parties may mutually agree, at any time and from time to time, shall be necessary and appropriate to the planning, coordination, implementation and construction of the Project; and
- (b) such services of or obtained through the HCTID as the Parties may mutually agree, at any time and from time to time, shall be necessary for the planning, development, coordination, implementation and/or construction of the Project.

Section 2.04. Additional Agreements of the TOWNSHIP. As long as this Agreement remains in effect, the TOWNSHIP may contribute, as approved and authorized, to the HCTID the following:

- (a) such loans, contributions and grants as the Parties may mutually agree, at any time and from time to time, shall be necessary for or in aid of the planning, development, design, construction, maintenance, and/or repair of the Project; and
- (b) such other aid or contributions of money, property, labor, or other things of value as the Parties may mutually agree, at any time and from time to time; *provided, however,* that any such loans, grants, and contributions from the TOWNSHIP shall be held, used, and applied by the HCTID only for the purposes for which such loans, grants, and contributions are made.

Section 2.05. 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 TOWNSHIP or the HCTID 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. 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 TOWNSHIP or the HCTID or (2) preclude either Party from entering into other agreements with respect to matters not specifically addressed in this Agreement.

Section 2.06. 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 TOWNSHIP or any member of the Board or the HCTID or any member of the HCTID Board of Trustees, 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 2.07. 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. The fact that a Party has acted or not acted pursuant to the instructions of the other Party or has obtained the advice of legal counsel that such act or omission is within the scope of the authority conferred by this Agreement shall be conclusive evidence that such Party believed in good faith such act or omission to be within the scope of the authority conferred by this Agreement.

Section 2.08. 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 HCTID. To induce the TOWNSHIP to enter into this Agreement, the HCTID represents to the TOWNSHIP as follows:

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

Section 3.02. Representations of the TOWNSHIP. To induce the HCTID to enter into this Agreement, the Board represents to the HCTID as follows:

- (a) it is the duly constituted and duly elected governing body of the TOWNSHIP 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 TOWNSHIP; and this Agreement, when executed and delivered by the Board, will constitute a legal, valid, and binding obligation of the TOWNSHIP;
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the TOWNSHIP or (2) result in a default under any agreement or instrument to which either the Board or the TOWNSHIP is a party or by which either the Board or the TOWNSHIP 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, all Parties shall fully cooperate to vigorously defend the Agreement.

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. 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 January 28, 2014 to and including June 30, 2014 (the "Term").

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

- (a) the mutual agreement of the Parties to terminate this Agreement with respect to the funding of the Projects; or
- (b) the completion of the Project Work and upon full payment of the Project Funding.

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.

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 HCTID pursuant to this Agreement shall be sent to the HCTID at the following address:

The Hamilton County Transportation Improvement District
Attn: Theodore Hubbard, P.E. /P.S., Secretary/Treasurer
10480 Burlington Road
Cincinnati, Ohio 45231
Facsimile: (513) 946-8903
Electronic Mail: ted.hubbard@hamilton-co.org

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

Sycamore Township
Attn: Tracy Kellums, Superintendent
8540 Kenwood Road
Cincinnati, Ohio 45236
Phone: 513-791-8447
Facsimile: 513-792-8564
Electronic Mail: tkellums@sycamoretownship.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.

[Remainder of page intentionally left blank]

Section 5.06. Counterparts; Facsimile Signatures. 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. The Parties further agree that facsimile signatures by the Parties shall be binding to the same extent as original signatures.

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.

TOWNSHIP:

**THE TOWNSHIP OF SYCAMORE ,
HAMILTON COUNTY, OHIO**

By: _____
Township _____

By: _____
Finance Director

HCTID:

**THE HAMILTON COUNTY
TRANSPORTATION
IMPROVEMENT DISTRICT**

By: _____
Secretary-Treasurer

FISCAL OFFICER'S CERTIFICATE

The undersigned, the Fiscal Officer of Sycamore Township, Hamilton County, Ohio, hereby certifies that the moneys required (if any) to meet the obligations of the Township of Sycamore for the year 2014 under the foregoing Intergovernmental Agreement have been lawfully appropriated and are in the treasury of Township of Sycamore or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. Pursuant to ORC § 5705.44, the Fiscal Officer of the Township covenants that any requirement herein of an expenditure of the Township money in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. This Certificate is given in compliance with ORC § 5705.41 and § 5705.44.

Dated: _____, 2014

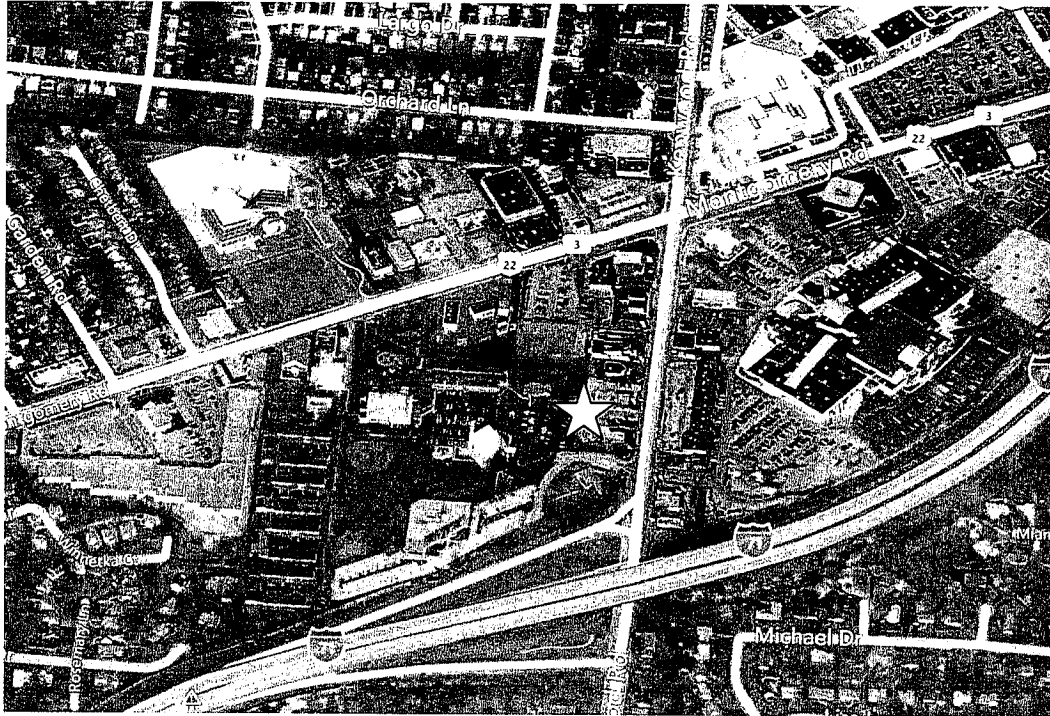
Robert C. Porter III, Fiscal Officer
Sycamore Township, Ohio

EXHIBIT A

Scope of Construction Services for the *Access Project*, which includes construction of public improvements of access drive, to convert an existing shared private driveway (with signalized access) to a public driveway and construction of a related cul-de-sac, as further described and set forth on Access Project plans and construction documents on file with the Township and the HCEO.

Project Description and Background

The Kenwood Road Access Drive project is located along Kenwood Road in Sycamore Township, Hamilton County, approximately 500 feet north of the Interstate 71 overpass, and connects at an existing traffic signal for private driveways including the southern entrance/exit for Sycamore Plaza. The surrounding area is entirely commercial with one adjacent church including an elementary school.



Kenwood Road – in the vicinity of the proposed project – is currently under a significant construction project which includes relocation of existing overhead utilities to underground conduits and reconstruction of the roadway to provide access control. The roadway portion of the current Kenwood Road reconstruction is being partially done to provide access management and reduce accidents along the corridor in accordance with a previous study developed by TEC titled “Kenwood Road Access Management Study,” dated August 2011 and prepared for Sycamore Township. This report recommended access management in the form of a center median to eliminate left hand turns and combine driveways and frontage/rearage roads to provide access to properties along Kenwood Road. As such, the current Kenwood Road construction project includes installation of a partially landscaped center median through the corridor. The Kenwood Road reconstruction project is being funded using a combination of local TIF funds and an Ohio Public Works Commission (NOTE: Possibly County Grant) grant.

The proposed Kenwood Road Access Drive project – for which this funding application is being made – will be used for immediate construction of one of the access drives recommended in the Access Management report. This project will convert an existing shared private driveway (with signalized access) to a public driveway and construct a cul-de-sac terminus to allow for u-turn traffic from Kenwood Road. Additionally, a new access driveway which parallels Kenwood Road behind three commercial properties would connect to this cul-de-sac. The new parallel access driveway would provide immediate and direct access to three commercial properties along Kenwood Road with possible future connections to adjacent church property and a commercial development to the north.

1. Project Need and Impact

Over the past 10 years, the Kenwood area has developed immensely, gaining new retail and businesses throughout, bringing additional jobs and new development, as well as traffic congestion. The site location proposed for the new access road is within an already developed area of Sycamore Township that includes long standing businesses. In order to maintain these businesses, and retain jobs, it is imperative that traffic improvements be made to accommodate the added vehicles from new development in the area.

The proposed access road will coincide with the improvements along Kenwood Road, including the addition of a raised median to prevent left turns into and out of properties along Kenwood Road between I-71 and Montgomery Road. By developing a rear access road to these 5 existing businesses and 1 church/school, safety of employees and students to and from work or school would be enhanced and traffic improved along Kenwood Road. The combination of access management improvements within the existing right of way on Kenwood Road and the proposed access road will aid in reducing vehicular congestion and improve traffic flow.

In addition to traffic improvements with the development of this access road, it will allow for future ingress/egress points along the church property line. The church currently owns approximately 10 acres of land that fronts Montgomery Road and has additional rear access to Kenwood Road. The property contains enough vacant area to allow for additional development in the future, and with the addition of an access road additional frontage will be provided and enable church users improved connection to the traffic signal on Kenwood Road.

2. **Project Scope and Schedule**

Sycamore Township has contracted with TEC Engineering to prepare plans and specifications for construction of the Kenwood Road Access Drive project. These plans are currently 75% complete. Further, Sycamore Township has acquired professional services from Willingham Associates for preparing appraisals for purchasing permanent and temporary easements from property owners affected by the proposed access drive project. Sycamore Township is currently under negotiations with affected property owners to acquire the necessary right of way as determined by the construction plans.

Construction plans for the Kenwood Road Access Drive include widening and reconstruction of 160 feet of public (formerly private) 3 lane roadway from Kenwood Road including construction of a new cul-de-sac that can be used for u-turning traffic. Existing landscaped islands will be reconstructed to better define driveways to adjacent properties which include Chase Bank, office building (with over 66,000 square feet of office space), Burger King, Wendy's, Graeter's, and St. Vincent Ferrer Church and Elementary School. A 5 foot wide sidewalk will be extended along the north side of the road and onto Church property. Approximately 350 lineal feet of new 22 foot wide public roadway with rolled curb will be constructed from the cul-de-sac north and will provide immediate access to Wendy's, Burger King and Graeter's. A cul-de-sac turn-around will be constructed at the north end of this driveway. A new storm sewer will be installed and will drain to an existing storm sewer system along Kenwood Road. All new roadways will be appropriately striped and signed in accordance with the Ohio Manual of Uniform Traffic Control Devices with additional parking lot striping as needed to address modified parking layouts on private property.

The Kenwood Road corridor is extremely sensitive to holiday traffic and construction within Kenwood Road cannot take place between November 2013 and January 2014. The current Kenwood Road construction project is expected to be complete by November 2013. Sycamore Township anticipates beginning construction of the Kenwood Road Access Drive before December 2013 with construction anticipated to be complete 30 days after commencement. Since the proposed Access Drive project is outside of Kenwood Road it is anticipated that construction can take place between November and January without severely impacting holiday shopping traffic.

3. **Project Budget**

The total anticipated cost for the Kenwood Road Access Drives is estimated to be \$1,276,830. A majority of this cost is consumed in the purchase of permanent and temporary right of way. A detailed estimate is with this application

Sycamore Township is requesting grant funding in the amount of \$127,500 which represents approximately 10% of the total project budget. The remaining funds will be paid by Sycamore Township from TIF funding.

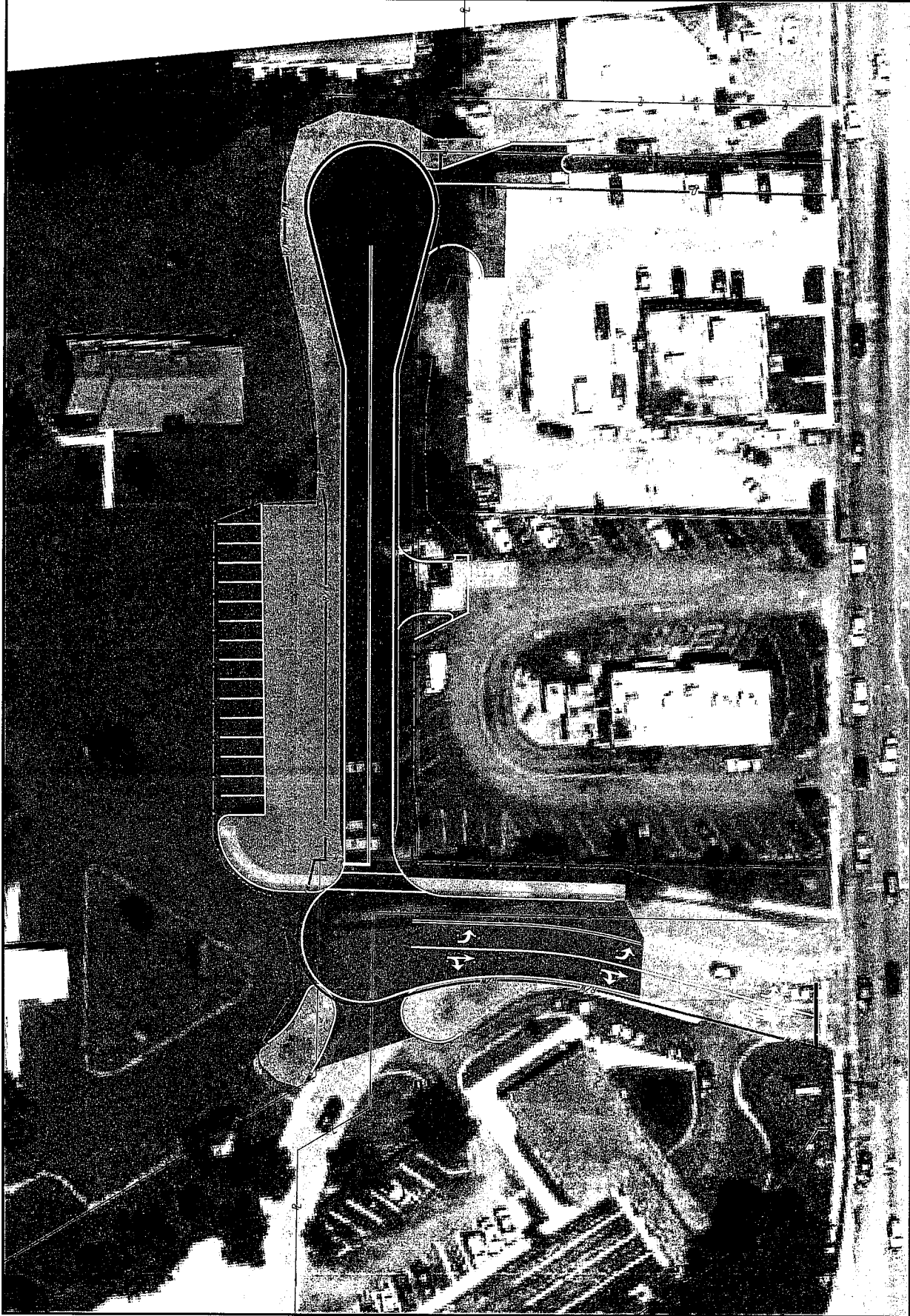


HORIZONTAL
SCALE IN FEET
0 10 20

DATE
03/22/20
BY
BMB

KENWOOD ROAD ACCESS DRIVE
PROPOSED DESIGN

SYCAMORE TWP.



**Sycamore Township
Kenwood Road Access Drive
July 2, 2013**

Construction

Item #	Item Description	Unit	Unit Cost	Quantity	Total
	ROADWAY				
201	Clearing and Grubbing	LS	\$ 15,000.00	1	\$ 15,000.00
202	Pavement Removed, Asphalt	SQ YD	\$ 15.00	1500	\$ 22,500.00
202	Curb Removed	FT	\$ 10.00	750	\$ 7,500.00
202	Sidewalk Removed	SQ FT	\$ 5.00	675	\$ 3,375.00
202	Fence Removed and Relocated	FT	\$ 25.00	330	\$ 8,250.00
203	Excavation	CU YD	\$ 25.00	4500	\$ 112,500.00
203	Embankment	CU YD	\$ 25.00	200	\$ 5,000.00
204	Subgrade Compaction	SQ YD	\$ 2.50	1800	\$ 4,500.00
204	Proof Rolling	HOUR	\$ 200.00	2	\$ 400.00
608	4" Concrete Walk	SQ FT	\$ 5.00	900	\$ 4,500.00
608	Curb Ramp, Type C2	SQ FT	\$ 15.00	100	\$ 1,500.00
	EROSION CONTROL				
659	Seeding and Mulching	SQ YD	\$ 1.50	2200	\$ 3,300.00
659	Commercial Fertilizer	TON	\$ 1,000.00	0.2	\$ 200.00
659	Topsoil	CU YD	\$ 75.00	150	\$ 11,250.00
659	Lime	ACRE	\$ 100.00	0.50	\$ 50.00
659	Repair Seeding and Mulching	SQ YD	\$ 0.50	200	\$ 100.00
659	Water	M GAL	\$ 2.50	10	\$ 25.00
832	Stormwater Pollution Prevention Plan	LS	\$ 5,000.00	1	\$ 5,000.00
832	Erosion Control	EACH	\$ 1.00	5000	\$ 5,000.00
	DRAINAGE				
603	12" Conduit, Type B	FT	\$ 50.00	275	\$ 13,750.00
604	Catch Basin, No. 3	EACH	\$ 4,000.00	2	\$ 8,000.00
604	Connect to Existing Catch Basin	EACH	\$ 1,000.00	1	\$ 1,000.00
604	Reconstruct Manhole to Grade	EACH	\$ 750.00	2	\$ 1,500.00
	PAVEMENT				
254	Pavement Planing, Asphalt	SQ YD	\$ 7.50	1250	\$ 9,375.00
301	Asphalt Base, PG64-22	CU YD	\$ 200.00	225	\$ 45,000.00
304	Aggregate Base	CU YD	\$ 40.00	300	\$ 12,000.00
448	Asphalt Concrete Intermediate Course, Type 2, PG64-22	CU YD	\$ 250.00	70	\$ 17,500.00
448	Asphalt Concrete Surface Course, Type 1, PG64-22	CU YD	\$ 250.00	100	\$ 25,000.00
452	8" Non-Reinforced Concrete Pavement	SQ YD	\$ 50.00	120	\$ 6,000.00
609	Curb, Type 6	FT	\$ 15.00	900	\$ 13,500.00
609	Rolled Curb and Gutter	FT	\$ 20.00	625	\$ 12,500.00

