



MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT

BOARD OF TRUSTEES MEETING
DECEMBER 14, 2020 – 2:00 P.M.
VIRTUAL ZOOM MEETING

BUSINESS MEETING

- Resolution 2020-101** Minutes: November 9, 2020 Meeting
- Resolution 2020-102** Financial Report: November 2020
- Resolution 2020-103** Bills & Expenses: November 2020
- Resolution 2020-104** Amendment of 2020 TID Appropriation
- Resolution 2020-105** Mike Eddy 2021 Professional Services Agreement
- Resolution 2020-106** 2nd Amendment to Mutual Services Agreement

AUSTIN INTERCHANGE PROJECT

- Resolution 2020-107** Amendment to Co-Op Financing Agreement

70/75 AIRPORT LOGISTICS ACCESS PROJECT

- Resolution 2020-92** OSIP Grant Agreement (Tabled from Nov. 9, 2020)

RECREATIONAL PROPERTY DEVELOPMENT PROJECT

- Resolution 2020-108** Project Management & Financing Agreement with Montgomery County, Five Rivers, and TID

ANNUAL MEETING

- Resolution 2020-109** Election of Officers for 2021
- Resolution 2020-110** 2021 Meeting Schedule

PUBLIC COMMENT

ADJOURN

NEXT MEETING

Monday, January 11, 2020 @ 2:00 P.M.
Virtual Zoom Meeting

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2020-101

***RESOLUTION APPROVING THE MINUTES
OF THE REGULAR BOARD MEETING OF NOVEMBER 9, 2020
OF THE MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT
BOARD OF TRUSTEES***

WHEREAS, the Board of Trustees of the Montgomery County Transportation Improvement District (TID) did meet in the regular board meeting on December 14, 2020; and

WHEREAS, the TID Board has reviewed the minutes of the November 9, 2020, meeting and found them, as prepared, to be a full and accurate account of mentioned meeting.

BE IT THEREFORE RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the minutes of the regular board meeting on November 9, 2020, are hereby approved as prepared and appended to this resolution.

BE IT FURTHER RESOLVED copies of this resolution be provided to the TID Secretary Treasurer and the Executive Director.

Adopted the 14th day of December, 2020.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer



MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT

MINUTES OF THE NOVEMBER 9, 2020 BOARD MEETING

The two hundred and thirty-ninth meeting of the Montgomery County Transportation Improvement District (TID) Board of Trustees convened virtually via Zoom on November 9, 2020.

Meyer called the meeting to order at 2:04 PM.

VOTING BOARD

Art Meyer
Tom Tatham
Walt Hibner
Stephanie Singer
Dave Bills

STAFF

Steve Stanley, Executive Director
Crystal Corbin, Deputy Director
Vanessa Glotfelter, Director of Engineering
Sean Fraunfelder, Finance Director
Mike Eddy, Project Manager
Veronica Hull, Administrative Assistant
Nick Endsley, General Counsel
Bev Shillito, General Counsel
Audrey Owens, Intern

OTHERS IN ATTENDANCE

Erick Collins, Montgomery Co. Comm. & Economic Dev.
Paul Gruner, Montgomery County Engineer
Stephanie Goff, Greene County Engineer
Betty Hull, Rasor Communications
Andy Shahan, LJB, Inc.
Scott Knebel, CMT
Jeff Wallace, Barge Design
Michael Taricska, Burgess & Niple, Inc.

Joe Schmeltzer, Structurepoint, Inc.
Josh Turton, Redi-Rock Structures
Nathan Fischer, Woolpert
Shawn Mason, Prime AE Group, Inc.
Jeff Heimann, Strand Associates, Inc.
Ricardo Brower, CESO, Inc.
Steven Proffitt, IBI Group
Sara Senger, TEC Engineering, Inc.

Mr. Meyer read the names of the individuals expected to participate in or observe the video teleconference meeting and asked that each person confirm their attendance.

■ **Minutes of October 5, 2020 {Resolution 2020-87}**

Mr. Meyer referred the Board to Resolution 2020-87 and the minutes of the October 5, 2020 TID Board Meeting, copies of which were included in the Board Packet.

Ms. Shillito commented that she had identified minor grammatical and spelling corrections that she would provide to Mr. Stanley after the meeting for corrections.

Following discussion and response to Board questions and comments, adoption of Resolution 2020-87, approving the minutes of the October 5, 2020 TID Board Meeting, as corrected, was moved by Mr. Tatham, seconded by Mr. Hibner, and unanimously approved.

■ Financial Report: September 2020 {Resolution 2020-88}

Mr. Meyer referred the Board to Resolution 2020-88 and the Financial Report for October 2020, copies of which were included in the Board Packet.

Mr. Fraunfelter referred the Board to the Financial Report and highlighted several items:

- (1) He noted on revenue receipts reported on Page 1 concerning the Operating Fund (#700). They were (1) \$5,000 of initial management fees from the City of Trotwood for the Salem-Olive Road Project, (2) \$6,750 of quarterly fees from Miamisburg, Miami Township and Springboro for the TID's continuing administrative role in connection with the Austin Interchange Project, and (3) \$28,780.19 of final management fees approved by Miami Township and drawn from the SIB loan for the Lyons Road Pedestrian Access Project. Mr. Stanley confirmed that the payments were all TID project fees.
- (2) Mr. Fraunfelter explained that a revenue entry of \$35,807.92 on Page 2 concerning the Austin Road Fund (#702) was for the final reimbursement of project costs for the Lyons Road Pedestrian Access Project from the project SIB loan. Mr. Stanley added that the TID had received an operating advance from Miami Township for the project and that a reconciliation would be completed by the end of the year to reimburse the remaining balance to the Township.
- (3) Mr. Fraunfelter referred to Page 14 concerning the 725/741 Development Fund (#703) and entries for the receipts totaling \$695,019.54 from three SIB loan draws for the Vienna Parkway Extension Project. He pointed out that the cash balance for the project was \$533,012.00 because the Miami Township CIC had advanced funds to the TID for the project during the summer.
- (4) Mr. Fraunfelter referred to Page 15 concerning the I70/75 Development Fund (#707). He explained that no receipt of TIF revenue had been reported since early in 2020 from the City of Union in connection with Proctor & Gamble's Dayton Mixing Center because the County Auditor's "Second Half" property tax settlements had been delayed as a result of the COVID-19 Pandemic. He added that the debt service schedule for the Project Walnut SIB loan had not, however, been changed and that, as a result, the November 6 debt service payment would likely have to be carried by the TID for a few days during the month. He reported that the City expected to receive the settlement in November. Mr. Stanley confirmed that settlements were expected to be disbursed by the Auditor by the middle of the month.

Mr. Fraunfelter referred to Page 23 reporting the October bank reconciliation. He highlighted the TID's unrestricted cash balance and explained that it appeared lower than ordinary as a result of a variety of project carrying costs for which he expected to be reimbursed by the end of 2020. He noted that the TID had already received reimbursement on November 2 for right-of-way costs for the US 40 Project.

Mr. Meyer asked if the TID should consider adopting a policy concerning the maintenance of cash reserves in anticipation of the potential for disruption of timely tax settlements in the future. Mr. Fraunfelter replied that he had discussed options with Mr. Stanley and Ms. Corbin. Mr. Stanley noted that the primary area of concern would be with the debt service related to Proctor & Gamble's Dayton Mixing Center. He explained that the terms of the Project Walnut agreements among the TID, Montgomery County, and the City of Union did not include a requirement for the maintenance of a specified reserve since debt service payments were backed by Montgomery County's guarantee to ODOT and the Dayton-Montgomery County Port Authority. He indicated that he had not sought to invoke the guarantee because it was clear that the situation would resolve itself within a few days; however, he believed the issue of a debt service reserve would be addressed in 2021 in connection with the likely refinancing of the Project Walnut debt.

Mr. Tatham asked about the balance reported for the Deeds Point Bridge Project and if the TID was still involved with the project. Mr. Stanley answered that the TID was no longer directly involved in the project but that there was a small balance being held to pay E.L. Robinson under its existing contract with the TID if the engineering firm was required to

perform additional work to assist with final lighting design on the bridge. He added that the account should be closed by the end of the year.

Following discussion and response to Board questions and comments, adoption of Resolution 2020-88, approving the October 2020 Financial Report, as presented, was moved by Ms. Singer, seconded by Mr. Tatham, and unanimously approved.

■ Bills & Expenses: October 2020 {Resolution 2020-89}

Mr. Meyer referred the Board to Resolution 2020-89 and the summary of bills and expenses for October 2020, copies of which were included in the Board Packet.

Mr. Stanley highlighted specific payments that he had authorized. He explained that:

- (1) A payment of \$3,640.00 made to Charles Harris & Associates was the final payment for the 2019 Audit.
- (2) A payment of \$30,000 to the Montgomery County Treasurer was for the TID's 2019 share of Veronica Hull's services, per the shared employee Mutual Services Agreement with Montgomery County.
- (3) A payment of \$7,176.60 to the Montgomery County Treasurer was for the TID's 2020 office space rent in the County Administration Building, per the terms of the terms of the Mutual Services Agreement.
- (4) A payment of \$6,662.40 to Heritage Land Services under the 70/75 Airport Logistics Access Project was the final payment under the terms of the TID's professional services agreement with the project's primary right-of-way consultant.
- (5) A payment of \$8,094.45 to E.L. Robinson for work performed for 5 Rivers MetroParks for the Deeds Point Bridge Project.
- (6) A payment of \$362,556.84 to Double J Construction for the Vienna Parkway Project.
- (7) A payment of \$735,893.28 to the Treasurer of the State of Ohio for debt service on the SIB loan for the Project Walnut financing discussed during Mr. Fraunfelter's report.

Following discussion and response to Board questions and comments, adoption of Resolution 2020-89, approving the payment of bills and expenses for October 2020, as presented, was moved by Mr. Hibner, seconded by Mr. Bills, and unanimously approved.

■ Trotwood Development Project Fund 713 {Resolution 2020-90}

Mr. Meyer referred the Board to Resolution 2020-90 for the creation of Fund 713 for the "Trotwood Development Fund", included in the Board Packet.

Mr. Stanley reminded the Board that all of the TID's accounting was fund accounting so, usually necessitating the creation of a new fund when working with a local government for the first time. He added that, in this case, he recommended that a new fund be created called the Trotwood Development Project Fund to reflect revenue and expenses related to initial design and any subsequent activity under the authority of the recently approved Project Management & Financing Agreement with the City of Trotwood for the Olive/Salem Intersection Project.

Following discussion and response to Board questions and comments, adoption of Resolution 2020-90, approving the creation of Fund 713, as presented, was moved by Ms. Singer, seconded by Mr. Bills, and unanimously approved.

Austin Interchange Debt Services

■ Refinance Phase 1 Austin Landing RZ Bonds {Resolution 2020-91}

Mr. Meyer referred the Board to Resolution 2020-91, approving the redemption of the TID's Outstanding Transportation Improvement Special Obligation Bonds, Series 2010A, issued in connection with the Phase 1 Austin Landing Project, included in the Board Packet.

Mr. Stanley reminded the Board of past discussion about amending the Austin Interchange Cooperative Financing Agreement among the TID, Miami Township, the Cities of Miamisburg and Springboro, and the Miamisburg City School District to simplify the administration of the that agreement. He explained that, as negotiations concerning a simplifying amendment continued among the parties, the Township, Miamisburg, and Springboro wished to take advantage of the current low-interest environment to refinance the existing Austin Interchange debt. Mr. Stanley further explained that, since it was no longer necessary to maintain the very complicated cross-guarantee provisions of the original agreement concerning retiring the bonds sold by the TID to finance the local share of the Interchange, a refinancing would also allow each jurisdiction to assume its debt independently and remove the TID from administering the Interchange debt. He explained that the proposed amendment would remove the debt service cross-guarantee requirements, allow each jurisdiction to complete a refinancing on its own schedule, and provide for reimbursement to the TID from Miamisburg and Miami Township for the Byers Road Project costs still being carried by the TID. He recommended approval and added that the amendment should only simplify negotiations over the final amendment to the Cooperative Agreement.

Following discussion and response to Board questions and comments, adoption of Resolution 2020-91, approving the Austin Landing I Redemption of the TID's Outstanding Transportation Improvement Special Obligation Bonds, Series 2010A, as presented, was moved by Mr. Hibner, seconded by Mr. Tatham, and unanimously approved.

70/75 Airport Logistics Access Project

■ OSIP Grant Agreement {Resolution 2020-92}

Mr. Stanley recommended that the Resolution be tabled due to JobsOhio's recent withdrawal of its draft agreement in order to incorporate changes that its General Counsel wished to incorporate in all OSOP grant agreements.

Consideration of Resolution 2020-92 was tabled until the December Board meeting.

■ LPA Agreement for Construction {Resolution 2020-93}

Mr. Meyer referred the Board to Resolution 2020-93, approving Amendment #3 to the Local Project Agreement with ODOT for the 70/75 Airport Logistics Access Project, copies of which were included in the Board Packet.

Mr. Stanley reminded the Board that the original agreement with ODOT was a standard local project agreement ("LPA") used to manage the Tier 2 phase of the 70/75 Airport Logistics Access Project and that a prior amendment had re-allocated some funds within the original Tier 2 TRAC allocation. He explained that the proposed 3rd amendment would add the Tier 1 TRAC allocation of \$10 million for construction of the project. Mr. Stanley noted that Mr. Meyer had pointed out an error listing the ODOT TRAC allocation on Page 1 of the amendment agreement at \$1,400,000. He agreed the \$1,400,000 amount was incorrect but noted that the amounts included in the body of the agreement were correct. Mr. Stanley indicated that that he would coordinate with ODOT to correct the listing on Page 1 before executing the agreement.

Following discussion and response to Board questions and comments, adoption of Resolution 2020-93, approving Amendment #3 to the Local Project Agreement (“LPA”) with ODOT for the 70/75 Airport Logistics Access Project, as corrected, was moved by Mr. Bills, seconded by Ms. Singer, and unanimously approved.

■ **Construction Contract with R.B. Jergens {Resolution 2020-94}**

Mr. Meyer referred the Board to Resolution 2020-94, approving the construction contract with R.B. Jergens Contractors, Inc. (“RBJ”) for the 70/75 Airport Logistics Access Project, copies of which were included in the Board Packet.

Mr. Stanley reminded the Board that it had approved the selection of RB Jergens as the lowest and best bidder on the project in the October Board meeting with the plan to consider approval of an actual construction agreement during the November meeting since Jergens’ low bid was \$527,000 above the engineer’s estimate upon which the project financing was based. He referred to a brief PowerPoint presentation (copy attached) that summarized how staff had been able to identify how sufficient funds would be available to cover the funding gap. He reported that Ms. Glotfelter had—working with Jergens, IBI, and ODOT—already identified a number of ways to reduce the cost of the construction project without harming the integrity of the project. He added that Ms. Corbin had also been successful negotiating a more defined scope with CTL Engineering (“CTL”) for construction inspection & testing services that would save over significant funds from the project budget.

Mr. Stanley asked Ms. Corbin to explain the scope of the proposed agreement with CTL. Ms. Corbin explained that CTL was more than helpful and willing to work with the TID to reduce the construction inspection scope without leaving the project vulnerable. She noted that the Montgomery County Engineer’s Office had also been extremely helpful by suggesting what the inspection & testing scope should be and reviewing & agreeing with the final draft CTL scope.

Mr. Tatham asked Mr. Stanley about the \$50,000 amount listed on the PowerPoint slide as funds available from related TID revenues. Mr. Stanley explained that half of the amount could be sourced from a fee that the TID could draw from the Union TIF Fund for managing that had not to this point been collected and could legitimately be applied to the US 40 Project by the TID. He added that the rest of the funds could come from the budget for the Tier II phase of the US 40 Project and a remaining balance for intersection improvements from the Concorde Drive Project that can also be legitimately applied.

Following discussion and response to Board questions and comments, adoption of Resolution 2020-94, authorizing the Executive Director to enter into a construction contract with R.B. Jergens Contractors for 70/75 Airport Logistics Access Project in the amount of \$12,03,601.06, as presented, was moved by Mr. Tatham, seconded by Mr. Hibner, and unanimously approved.

■ **Profession Services Agreement with CTL Engineering {Resolution 2020-95}**

Mr. Meyer referred the Board to Resolution 2020-95, approving the professional services agreement with CTL Engineering for Construction Inspection Services for the 70/75 Airport Logistics Access Project, included in the Board Packet.

Mr. Stanley recommended approval of the resolution, citing Ms. Corbin’s previous presentation.

Following discussion and response to Board questions and comments, adoption of Resolution 2020-95, authorizing the Executive Director to enter into a professional services agreement for construction inspections with CTL Engineering for 70/75 Airport Logistics Access Project in an amount not to exceed \$295,400, as presented, was moved by Ms. Singer, seconded by Mr. Bills, and unanimously approved.

■ PDAC Application {Resolution 2020-96}

Mr. Meyer referred the Board to Resolution 2020-96, approving the PDAC Application submission for a 70/75 Northern Industrial Park Roadway Improvement Project, copies of which were included in the Board Packet.

Mr. Stanley explained that the Dayton Region Priority Development and Advocacy Committee (“PDAC”) was a committee of the Dayton Development Coalition (“DDC”) formed to assist federal and state elected officials from the Miami Valley by identifying regional priorities for funding public projects. He added that he recently discussed with DDC staff the need to more strategically address improvements to local roadways near the I-70/I-75 Interchange and the Dayton International Airport in order to more adequately support increased economic development in the area. DDC staff, he noted, had agreed and encouraged him to submit a project of that nature to PDAC.

Mr. Hibner commented that PDAC has specific categories under which it considers applications and asked if the proposed project would fall into the economic development or transportation category. Mr. Stanley answered that the application should be categorized as transportation project. Mr. Gruner agreed.

Following discussion and response to Board questions and comments, adoption of Resolution 2020-96, approving the PDAC Application for the 70/75 Northern Industrial Park Roadway Improvement Project, as presented, was moved by Mr. Hibner, seconded by Ms. Singer, and unanimously approved.

675/Wilmington Pike Interchange Project

■ Multi-County Project Management & Financing Agreement {Resolution 2020-97}

Mr. Meyer referred the Board to Resolution 2020-97, and the authorization of a Multi-County Project Management & Financing Agreement between Montgomery County, Greene County, and the TID for the 675/Wilmington Pike Interchange Project, copies of which were included in the Board Packet.

Ms. Corbin reminded the Board that in its October meeting it had approved an agreement with Montgomery County and Greene County that would allow the TID to work in Greene County. She added that the “permission” agreement provided the ability for Greene County and the TID to enter into one or more future specific project agreements.

Ms. Corbin explained that Greene County, the City of Centerville, and Sugarcreek Township wished to proceed with an initial project that would gather current traffic information and enable the parties to better define a specific scope for one or more subsequent projects related to the I-675/Wilmington Avenue Interchange. She indicated that work under this Phase 1 Project Management & Financing Agreement (“PMFA”) needed to begin immediately.

Mr. Stanley confirmed that the permission agreement had been approved by both the Greene County and Montgomery County Commissioners, something that the TID had not done before. He reiterated that entering into the Phase 1 PMFA would allow the TID to begin the project quickly and noted that the Phase 1 expense budget was detailed in the agreement, but the split of revenue among Greene County, Centerville, and Sugarcreek Township had not yet been set. He added that he expected that each party would support one-third of the cost of the agreement. Mr. Stanley commented that the project area defined in the agreement was located in two Counties, two ODOT Districts, and several local jurisdictions.

Following discussion and response to Board questions and comments, adoption of Resolution 2020-97, approving a Multi-County Project Management & Financing Agreement with Greene County, the City of Centerville, and Sugarcreek Township Phase 1 of the I-675/Wilmington Pk Interchange Project, as presented, was moved by Ms. Singer, seconded by Mr. Hibner, and unanimously approved.

■ PDAC Application {Resolution 2020-98}

Mr. Meyer referred the Board to Resolution 2020-98, approving a PDAC Application for the I-675/Wilmington Pike Interchange Project, copies of which were included in the Board Packet.

Mr. Stanley reiterated that the PDAC process, as explained earlier, would serve as a placeholder to help establish the project as a regional priority whether or not funding was immediately available. Mr. Stanley concluded that the application would include the improvements to the I-675/Wilmington Pike Interchange and surrounding local surface roadway networks and recommended approval of the application submission.

Following discussion and response to Board questions and comments, adoption of Resolution 2020-98, approving a PDAC Application for the I-675/Wilmington Pike Interchange Project, as presented, was moved by Mr. Bills, seconded by Mr. Tatham, and unanimously approved.

■ Engineering Services Consultant Selection {Resolution 2020-99}

Mr. Meyer referred the Board to Resolution 2020-99, authorizing the selection of LJB, Inc. for engineering and consultant services for the I-675/Wilmington Pike Interchange Project, included in the Board Packet.

Mr. Stanley reminded the Board of the action item in the October Board meeting that allowed the TID to invite proposals from three consultant engineers recommended by the three local governments engaged in the project with the TID. He commented that the TID had received excellent Letters of Interest from all three consulting teams and that the interviews with each team had produced equally impressive results. He added that the TID could not go wrong choosing and one of the three firms.

Ms. Corbin reported that the selection committee was comprised of representatives from the TID, the Greene County Engineer's Office, the City of Centerville, and Sugarcreek Township. She confirmed that the Committee conducted interviews via Zoom with Burgess & Niple, LJB, Inc and TEC Engineering using pre-established questions for each firm and then rated & ranked the qualifications of each consultant team using ODOT's Consultant Selection Rating Form. She reported that the Committee recommended that LJB, Inc be selected.

Following discussion and response to Board questions and comments, adoption of Resolution 2020-99, approving the selection of LJB, Inc. for engineering services for the I-675/Wilmington Pike Interchange Project, as presented, was moved by Mr. Hibner, seconded by Ms. Singer, and unanimously approved.

Salem/Olive Intersection Project

■ Double Jay Construction Proposal {Resolution 2020-100}

Mr. Meyer referred the Board to Resolution 2020-100, accepting a construction proposal from Double Jay Construction, copies of which were included in the Board Packet.

Mr. Stanley reminded the Board that, in collaboration with the Montgomery County Community and Economic Development Department, the TID had assisted the County and the City of Trotwood with the conduct of a traffic impact study (TIS) for the recently located Ohio Business College Trucking School Academy on County owned property near the intersection of Salem Avenue and Olive Road in Trotwood. That study recommended that the exit driveway onto Olive Road from the Trucking Academy be improved to allow trucks exiting the site to avoid going left of center.

Ms. Glotfelter explained that the small project could begin and be completed before the end of the construction season yet this year if the TID moved quickly. She stated that the TID had requested and received a proposal to construct the driveway improvements from Double Jay Construction, a construction firm with which the TID has had successful experience in the past and which was already constructing other improvements nearby for Trotwood. Ms. Glotfelter recommended that the proposal be accepted for the immediate construction of the driveway.

Following discussion and response to Board questions and comments, adoption of Resolution 2020-100, approving the Double Jay Construction proposal in the amount of \$24,998, as presented, was moved by Mr. Tatham, seconded by Mr. Hibner, and unanimously approved.

■ Public Comments

Mr. Meyer requested that any public comments be brought forward. There were no public comments.

■ Next Meeting

Mr. Meyer thanked everyone for their attendance. He confirmed that the next regular Montgomery County TID Board Meeting, which would be the Annual Board Meeting, would be held virtually via Zoom on December 14, 2020 at 2:00 PM.

■ Executive Session

Mr. Meyer asked if an executive session was necessary.

Ms. Shillito explained that an executive session would be necessary to discuss matters related to economic development projects involving infrastructure improvements both in the northern and southern regions of Montgomery County, including information related to the Austin Interchange Cooperative Financing Agreement.

Mr. Meyer suggested that the Board recess to executive session.

Mr. Hibner moved that the Board recess to executive session for the purposes indicated by Ms. Shillito. Ms. Singer seconded the motion. Mr. Hibner voted for the motion. Ms. Singer voted for the motion. Mr. Tatham voted for the motion. Mr. Bills voted for the motion. Mr. Meyer voted for the motion.

The Board recessed to executive session at 3:38 PM. Mr. Stanley, Ms. Corbin, Ms. Glotfelter, Mr. Fraunfelter, Mr. Gruner, Ms. Shillito, and Mr. Endsley joined the Board in executive session.

The Board returned to open session at 3:51 PM.

■ Adjourn

With no further business, Mr. Meyer adjourned the meeting at 3:51 PM.

Tom Tatham, Secretary-Treasurer

Date

70/75 AIRPORT LOGISTICS ACCESS PROJECT

MONTGOMERY COUNTY TID BOARD MEETING
NOVEMBER 11, 2020
CONSTRUCTION FUNDING SUMMARY

CLOSING THE GAP

- Lowest & best bid \$527K over engineer's estimate upon which financing was based
- SOURCES
 - \$300K in financing budget for pure contingencies
 - \$200K in additional ODOT TRAC allocation
 - \$65K below financing budget for construction inspection
 - \$50K from related TID revenues
 - \$125K from non-performance savings in construction contract
- COUNTY SUPPORT FOR CHANGE ORDERS IF NECESSARY

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2020-102

***RESOLUTION APPROVING
NOVEMBER 2020 FINANCIAL REPORTS***

WHEREAS, the Finance Director of the Montgomery County Transportation Improvement District (TID) presented reports concerning the financial condition of the TID through November 30, 2020 to the Board of Trustees of the TID during the Board's meeting on December 14, 2020; and

WHEREAS, the TID Board has reviewed the attached financial reports.

BE IT THEREFORE RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached TID's financial reports through November 30, 2020, be and are hereby approved as prepared and appended to this resolution.

BE IT FURTHER RESOLVED copies of this resolution be provided to the TID Secretary-Treasurer and the Executive Director.

Adopted the 14th day of December, 2020.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

Montgomery County Transportation Improvement District
Income and Expense Report by Project

01 - Byers Road

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.020.01 Township	179,361	0.00	179,360.68	179,360.68	(0.32)
4132.000.01 City of Miamisburg	186,681	81,308.00	87,150.73	168,458.73	(18,222.27)
4910.000.01 Reimbursements	0	0.00	1,667.34	1,667.34	1,667.34
Total Revenues	366,042	81,308.00	268,178.75	349,486.75	(16,555.25)
Expenditures (All non-capitalized costs)					
8610.000.01 Debt Service-Principal	337,345	0.00	337,345.45	337,345.45	(0.45)
8630.000.01 Debt Service-Interest	28,697	0.00	28,696.77	28,696.77	0.23
Total Expenditures	366,042	0.00	366,042.22	366,042.22	(0.22)
Excess Revenue Over (Under) Expenditures	0	81,308.00	(97,863.47)	(16,555.47)	(16,555.47)

Run: 12/10/2020 at 12:12 PM

Montgomery County Transportation Improvement District
Income and Expense Report by Project

02 - Interchange

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.020.02 Township	794,200	619,600.00	174,600.00	794,200.00	0.00
4132.000.02 City of Miamisburg	327,783	256,391.25	71,391.25	327,782.50	0.00
4133.000.02 City of Springboro	293,303	229,151.25	64,151.25	293,302.50	0.00
Total Revenues	1,415,286	1,105,142.50	310,142.50	1,415,285.00	(1.00)
Expenditures (All non-capitalized costs)					
8610.000.02 Debt Service-Principal	795,000	0.00	0.00	0.00	795,000.00
8630.000.02 Debt Service-Interest	620,285	0.00	310,142.50	310,142.50	310,142.50
Total Expenditures	1,415,285	0.00	310,142.50	310,142.50	1,105,142.50
Excess Revenue Over (Under) Expenditures	1	1,105,142.50	0.00	1,105,142.50	1,105,141.50

Run: 12/10/2020 at 12:12 PM

Montgomery County Transportation Improvement District
Income and Expense Report by Project

05 - Landscaping

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4135.002.05 Austin JEDD Revenue	110,108	0.00	90,107.22	90,107.22	(20,000.78)
Total Revenues	110,108	0.00	90,107.22	90,107.22	(20,000.78)
Expenditures (All non-capitalized costs)					
5530.000.05 Construction Austin Enhancement Phase II	20,000	0.00	0.00	0.00	20,000.00
8610.000.05 Debt Service-Principal	71,540	0.00	71,539.84	71,539.84	0.16
8630.000.05 Debt Service-Interest	18,568	0.00	18,567.38	18,567.38	0.62
Total Expenditures	110,108	0.00	90,107.22	90,107.22	20,000.78
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

Run: 12/10/2020 at 12:12 PM

Montgomery County Transportation Improvement District
Income and Expense Report by Project

08 - Austin Landing

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.020.08 Township Phase 1	672,000	650,534.38	109,852.60	760,386.98	88,386.98
4100.021.08 Township Phase 2	0	662,706.26	152,706.26	815,412.52	815,412.52
4510.001.08 Interest - Austin Landing Ph 2	1,000	9.93	525.06	534.99	(465.01)
4510.010.08 IRS Rebate on AL Bonds	170,000	86,126.07	0.00	86,126.07	(83,873.93)
Total Revenues	843,000	1,399,376.64	263,083.92	1,662,460.56	819,460.56
Expenditures (All non-capitalized costs)					
6310.000.08 Misc legal exp-08 Amd IGA/Fin	20,000	0.00	7,197.31	7,197.31	12,802.69
6310.001.08 Misc legal exp - AL Financing	0	0.00	5,531.30	5,531.30	(5,531.30)
6310.011.08 Misc legal exp-2016 Amd IGA/Fin	0	0.00	579.60	579.60	(579.60)
6910.000.08 Return of Township Funds-Grants	545,121	0.00	0.00	0.00	545,121.00
8610.000.08 Debt Service-Principal	460,000	0.00	0.00	0.00	460,000.00
8630.000.08 Debt Service-Interest	381,069	0.00	80,681.78	80,681.78	300,387.22
8630.001.08 Debt Service-Interest Ph2	0	0.00	262,558.86	262,558.86	(262,558.86)
Total Expenditures	1,406,190	0.00	356,548.85	356,548.85	1,049,641.15
Excess Revenue Over (Under) Expenditures	(563,190)	1,399,376.64	(93,464.93)	1,305,911.71	1,869,101.71

Montgomery County Transportation Improvement District
Income and Expense Report by Project

12 - Five River Metroparks

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
Total Revenues	0	0.00	0.00	0.00	0.00
Expenditures (All non-capitalized costs)					
5310.000.12 Engineering Services-FRM Bike	0	0.00	142,000.00	142,000.00	(142,000.00)
Total Expenditures	0	0.00	142,000.00	142,000.00	(142,000.00)
Excess Revenue Over (Under) Expenditures	0	0.00	(142,000.00)	(142,000.00)	(142,000.00)

Montgomery County Transportation Improvement District
Income and Expense Report by Project

13 - Mound Connector Road

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
Total Revenues	0	0.00	0.00	0.00	0.00
Expenditures (All non-capitalized costs)					
6310.000.13 Misc legal exp - Mound ATC	0	0.00	1,795.00	1,795.00	(1,795.00)
Total Expenditures	0	0.00	1,795.00	1,795.00	(1,795.00)
Excess Revenue Over (Under) Expenditures	0	0.00	(1,795.00)	(1,795.00)	(1,795.00)

Montgomery County Transportation Improvement District
Income and Expense Report by Project

24 - Lyons Bridge Project

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.010.24 MVRPC/ODOT Grant	0	0.00	51,609.18	51,609.18	51,609.18
4100.011.24 CMAQ Funds	0	0.00	42,562.40	42,562.40	42,562.40
4420.000.24 SIB Loan Draws	35,000	0.00	35,807.92	35,807.92	807.92
Total Revenues	35,000	0.00	129,979.50	129,979.50	94,979.50
Expenditures (All non-capitalized costs)					
5530.000.24 Construction - Lyons	0	0.00	57,218.04	57,218.04	(57,218.04)
8400.000.24 Close Out Project	0	50,676.46	0.00	50,676.46	(50,676.46)
Total Expenditures	0	50,676.46	57,218.04	107,894.50	(107,894.50)
Excess Revenue Over (Under) Expenditures	35,000	(50,676.46)	72,761.46	22,085.00	(12,915.00)

Run: 12/10/2020 at 12:12 PM

Montgomery County Transportation Improvement District
Income and Expense Report by Project

27 - United Grinding

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
Total Revenues	0	0.00	0.00	0.00	0.00
Expenditures (All non-capitalized costs)					
5340.000.27 Environmental-Byers Connector	0	0.00	810.00	810.00	(810.00)
5340.002.27 Wetland Mitigation Project	0	0.00	100,909.50	100,909.50	(100,909.50)
Total Expenditures	0	0.00	101,719.50	101,719.50	(101,719.50)
Excess Revenue Over (Under) Expenditures	0	0.00	(101,719.50)	(101,719.50)	(101,719.50)

Montgomery County Transportation Improvement District
Income and Expense Report by Project

29 - Medlar Sewer

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
Total Revenues	0	0.00	0.00	0.00	0.00
Expenditures (All non-capitalized costs)					
6310.000.29 Misc legal exp - Medlar	0	0.00	1,691.65	1,691.65	(1,691.65)
Total Expenditures	0	0.00	1,691.65	1,691.65	(1,691.65)
Excess Revenue Over (Under) Expenditures	0	0.00	(1,691.65)	(1,691.65)	(1,691.65)

Montgomery County Transportation Improvement District
Income and Expense Report by Project

30 - Lower Miambsburg Road

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
Total Revenues	0	0.00	0.00	0.00	0.00
Expenditures (All non-capitalized costs)					
5110.000.30 Acquisition - LMR	0	0.00	1,500.00	1,500.00	(1,500.00)
7320.000.30 Legal Expenses-Trotwood	0	0.00	1,674.40	1,674.40	(1,674.40)
Total Expenditures	0	0.00	3,174.40	3,174.40	(3,174.40)
Excess Revenue Over (Under) Expenditures	0	0.00	(3,174.40)	(3,174.40)	(3,174.40)

Montgomery County Transportation Improvement District
Income and Expense Report by Project

33 - Deeds Point Bridge

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4132.000.33 Five River Metroparks	0	0.00	47,543.00	47,543.00	47,543.00
Total Revenues	0	0.00	47,543.00	47,543.00	47,543.00
Expenditures (All non-capitalized costs)					
5310.000.33 Engineering services	0	0.00	93,684.41	93,684.41	(93,684.41)
6310.000.33 Misc legal exp - Deeds Point	0	0.00	8,323.70	8,323.70	(8,323.70)
Total Expenditures	0	0.00	102,008.11	102,008.11	(102,008.11)
Excess Revenue Over (Under) Expenditures	0	0.00	(54,465.11)	(54,465.11)	(54,465.11)

Run: 12/10/2020 at 12:12 PM

Montgomery County Transportation Improvement District
Statement of Activity - MTD and YTD by Fund
703 - 725/741 Development Fund
For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.030.31 Township - Other	109,500	0.00	21,500.00	21,500.00	(88,000.00)
4100.031.31 CIC	0	0.00	326,804.20	326,804.20	326,804.20
4100.032.31 SIB Draws	1,720,839	191,582.55	1,334,786.19	1,526,368.74	(194,470.26)
Total Revenues	1,830,339	191,582.55	1,683,090.39	1,874,672.94	44,333.94
Expenditures (All non-capitalized costs)					
5310.000.31 Engineering Services	104,500	1,338.10	12,656.00	13,994.10	90,505.90
5310.002.00 Aerial Photography	0	1,762.50	0.00	1,762.50	(1,762.50)
5310.002.31 Ongoing Construction Services	0	1,162.50	26,319.65	27,482.15	(27,482.15)
5320.000.31 Project Management	73,817	0.00	0.00	0.00	73,817.00
5500.000.31 Construction - Vienna Parkway	1,276,336	188,454.06	773,082.44	961,536.50	314,799.50
5500.001.31 Required Filings	0	0.00	34.00	34.00	(34.00)
5500.002.31 Other Construction Related Items	0	0.00	208,694.10	208,694.10	(208,694.10)
5510.000.31 Construction management	0	0.00	3,672.50	3,672.50	(3,672.50)
5540.000.31 Utility Relocation	100,000	0.00	99,209.12	99,209.12	790.88
5900.000.31 Contingency	259,686	0.00	0.00	0.00	259,686.00
6310.001.31 Misc legal exp - Vienna Parkway	10,000	0.00	3,171.70	3,171.70	6,828.30
7930.000.31 Insurance	0	0.00	13,720.00	13,720.00	(13,720.00)
8500.000.31 Issuance Costs	6,000	0.00	0.00	0.00	6,000.00
Total Expenditures	1,830,339	192,717.16	1,140,559.51	1,333,276.67	497,062.33
Excess Revenue Over (Under) Expenditures	0	(1,134.61)	542,530.88	541,396.27	541,396.27

Montgomery County Transportation Improvement District
Statement of Activity - MTD and YTD by Fund

707 - I70/75 Development

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.032.26 SIB Draws	1,350,000	0.00	0.00	0.00	(1,350,000.00)
4110.000.15 City of Union TIF Deposit	1,900,000	929,388.00	929,388.00	1,858,776.00	(41,224.00)
4111.002.26 TRAC Funding	167,214	60,881.70	0.00	60,881.70	(106,332.30)
4111.002.32 \$450,000 SBI Grant Lightner	121,354	0.00	56,164.31	56,164.31	(65,189.69)
4111.003.32 \$100,000 J&C Grant Lightner	0	0.00	46,544.97	46,544.97	46,544.97
4111.004.26 TRAC Funding	4,000,000	165,490.40	32,255.00	197,745.40	(3,802,254.60)
Total Revenues	7,538,568	1,155,760.10	1,064,352.28	2,220,112.38	(5,318,455.62)
Expenditures (All non-capitalized costs)					
5110.000.26 Acquisition	500,000	0.00	208,330.00	208,330.00	291,670.00
5150.000.26 Easements - US 40 #98794	0	0.00	50,760.00	50,760.00	(50,760.00)
5310.000.26 Engineering Services	200,000	0.00	0.00	0.00	200,000.00
5311.000.15 Utility engineering (City of Union)	400,000	0.00	0.00	0.00	400,000.00
5312.003.15 Union Airpark Blvd Roadway Infrastructure Improvements	0	0.00	36,952.50	36,952.50	(36,952.50)
5340.000.26 Environmental	0	0.00	14,250.00	14,250.00	(14,250.00)
5341.000.26 ROW Services	0	31,312.00	6,662.40	37,974.40	(37,974.40)
5500.001.26 Required Filings	0	68.00	509.50	577.50	(577.50)
5520.000.26 Personal Services - US 40 #98794	0	89,222.95	4,981.58	94,204.53	(94,204.53)
5520.002.32 Lightner Road - Construction	68,663	0.00	0.00	0.00	68,663.00
5530.001.26 Construction	4,800,000	0.00	0.00	0.00	4,800,000.00
5530.002.26 Construction Bid Ads	0	0.00	874.07	874.07	(874.07)
6300.000.15 Legal Expenses	0	0.00	4,662.10	4,662.10	(4,662.10)
6300.000.26 Legal Expenses	60,000	791.20	43,071.26	43,862.46	16,137.54
6310.000.00 Work on General Project Items	0	0.00	96.60	96.60	(96.60)
6310.000.15 Airpark Blvd Items	15,000	0.00	1,419.10	1,419.10	13,580.90
6310.000.32 Lightner Road	5,000	0.00	0.00	0.00	5,000.00
7330.000.26 Public Education Expenses	0	11,062.28	0.00	11,062.28	(11,062.28)
8000.000.15 Intergovernmental - Payment to Port	0	51,761.25	0.00	51,761.25	(51,761.25)
8610.000.15 Debt Service-Principal	1,055,244	0.00	1,208,630.48	1,208,630.48	(153,386.48)
8610.001.15 Debt Service-Principal (DP Bond Fund)	80,000	0.00	40,000.00	40,000.00	40,000.00
8630.000.00 Debt Service-Interest	0	0.00	127,079.42	127,079.42	(127,079.42)
8630.000.15 Debt Service-Interest	234,515	0.00	136,076.66	136,076.66	98,438.34
8630.001.15 Debt Service-Interest (DP Bond Fund)	24,492	0.00	12,421.89	12,421.89	12,070.11
Total Expenditures	7,442,914	184,217.68	1,896,777.56	2,080,995.24	5,361,918.76
Excess Revenue Over (Under) Expenditures	95,654	971,542.42	(832,425.28)	139,117.14	43,463.14

Run: 12/10/2020 at 12:12 PM

Montgomery County Transportation Improvement District
Income and Expense Report by Project

15 - Dogleg Road Widening

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4110.000.15 City of Union TIF Deposit	1,900,000	929,388.00	929,388.00	1,858,776.00	(41,224.00)
Total Revenues	1,900,000	929,388.00	929,388.00	1,858,776.00	(41,224.00)
Expenditures (All non-capitalized costs)					
5311.000.15 Utility engineering (City of Union)	400,000	0.00	0.00	0.00	400,000.00
5312.003.15 Union Airpark Blvd Roadway Infrastructure Improvements	0	0.00	36,952.50	36,952.50	(36,952.50)
6300.000.15 Legal Expenses	0	0.00	4,662.10	4,662.10	(4,662.10)
6310.000.15 Airpark Blvd Items	15,000	0.00	1,419.10	1,419.10	13,580.90
8000.000.15 Intergovernmental - Payment to Port	0	51,761.25	0.00	51,761.25	(51,761.25)
8610.000.15 Debt Service-Principal	1,055,244	0.00	1,208,630.48	1,208,630.48	(153,386.48)
8610.001.15 Debt Service-Principal (DP Bond Fund)	80,000	0.00	40,000.00	40,000.00	40,000.00
8630.000.15 Debt Service-Interest	234,515	0.00	136,076.66	136,076.66	98,438.34
8630.001.15 Debt Service-Interest (DP Bond Fund)	24,492	0.00	12,421.89	12,421.89	12,070.11
Total Expenditures	1,809,251	51,761.25	1,440,162.73	1,491,923.98	317,327.02
Excess Revenue Over (Under) Expenditures	90,749	877,626.75	(510,774.73)	366,852.02	276,103.02

Montgomery County Transportation Improvement District
Income and Expense Report by Project

26 - SR40 Project

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.032.26 SIB Draws	1,350,000	0.00	0.00	0.00	(1,350,000.00)
4111.002.26 TRAC Funding	167,214	60,881.70	0.00	60,881.70	(106,332.30)
4111.004.26 TRAC Funding	4,000,000	165,490.40	32,255.00	197,745.40	(3,802,254.60)
Total Revenues	5,517,214	226,372.10	32,255.00	258,627.10	(5,258,586.90)
Expenditures (All non-capitalized costs)					
5110.000.26 Acquisition	500,000	0.00	208,330.00	208,330.00	291,670.00
5150.000.26 Easements - US 40 #98794	0	0.00	50,760.00	50,760.00	(50,760.00)
5310.000.26 Engineering Services	200,000	0.00	0.00	0.00	200,000.00
5340.000.26 Environmental	0	0.00	14,250.00	14,250.00	(14,250.00)
5341.000.26 ROW Services	0	31,312.00	6,662.40	37,974.40	(37,974.40)
5500.001.26 Required Filings	0	68.00	509.50	577.50	(577.50)
5520.000.26 Personal Services - US 40 #98794	0	89,222.95	4,981.58	94,204.53	(94,204.53)
5530.001.26 Construction	4,800,000	0.00	0.00	0.00	4,800,000.00
5530.002.26 Construction Bid Ads	0	0.00	874.07	874.07	(874.07)
6300.000.26 Legal Expenses	60,000	791.20	43,071.26	43,862.46	16,137.54
7330.000.26 Public Education Expenses	0	11,062.28	0.00	11,062.28	(11,062.28)
Total Expenditures	5,560,000	132,456.43	329,438.81	461,895.24	5,098,104.76
Excess Revenue Over (Under) Expenditures	(42,786)	93,915.67	(297,183.81)	(203,268.14)	(160,482.14)

Run: 12/10/2020 at 12:12 PM

Montgomery County Transportation Improvement District
Income and Expense Report by Project

32 - Lightner Road

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4111.002.32 \$450,000 SBI Grant Lightner	121,354	0.00	56,164.31	56,164.31	(65,189.69)
4111.003.32 \$100,000 J&C Grant Lightner	0	0.00	46,544.97	46,544.97	46,544.97
Total Revenues	121,354	0.00	102,709.28	102,709.28	(18,644.72)
Expenditures (All non-capitalized costs)					
5520.002.32 Lightner Road - Construction	68,663	0.00	0.00	0.00	68,663.00
6310.000.32 Lightner Road	5,000	0.00	0.00	0.00	5,000.00
7320.000.32 Legal Expenses-IGA MC/FG	0	0.00	2,628.90	2,628.90	(2,628.90)
Total Expenditures	73,663	0.00	2,628.90	2,628.90	71,034.10
Excess Revenue Over (Under) Expenditures	47,691	0.00	100,080.38	100,080.38	52,389.38

Run: 12/10/2020 at 12:12 PM

Montgomery County Transportation Improvement District
 Statement of Activity - MTD and YTD by Fund

708 - City of Brookville

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4110.000.00 City of Brookville	0	0.00	73,437.09	73,437.09	73,437.09
Total Revenues	0	0.00	73,437.09	73,437.09	73,437.09
Expenditures (All non-capitalized costs)					
8610.000.00 Debt Service-Principal	0	0.00	42,424.09	42,424.09	(42,424.09)
8630.000.00 Debt Service-Interest	0	0.00	31,013.00	31,013.00	(31,013.00)
Total Expenditures	0	0.00	73,437.09	73,437.09	(73,437.09)
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

Montgomery County Transportation Improvement District
Statement of Activity - MTD and YTD by Fund

709 - FairGrounds Project

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.030.00 County	0	0.00	97,000.00	97,000.00	97,000.00
Total Revenues	0	0.00	97,000.00	97,000.00	97,000.00
Expenditures (All non-capitalized costs)					
5310.002.00 Project Management Fee	0	0.00	3,726.20	3,726.20	(3,726.20)
5530.000.00 Personal Services	0	0.00	6,315.50	6,315.50	(6,315.50)
5600.000.00 Fair Reimbursables	0	0.00	75,000.00	75,000.00	(75,000.00)
6310.000.00 Work on General Project Items	0	0.00	14,219.17	14,219.17	(14,219.17)
6310.001.00 FG JEDD	0	0.00	64.80	64.80	(64.80)
6310.002.00 Work on additional work items	0	119.60	5,088.47	5,208.07	(5,208.07)
Total Expenditures	0	119.60	104,414.14	104,533.74	(104,533.74)
Excess Revenue Over (Under) Expenditures	0	(119.60)	(7,414.14)	(7,533.74)	(7,533.74)

Montgomery County Transportation Improvement District
Statement of Activity - MTD and YTD by Fund

710 - 675 Development Fund

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4110.001.00 TID Contribution	10,000	0.00	10,000.00	10,000.00	0.00
Total Revenues	10,000	0.00	10,000.00	10,000.00	0.00
Expenditures (All non-capitalized costs)					
5310.000.00 Engineering Services	5,000	0.00	0.00	0.00	5,000.00
6300.000.00 Legal Expenses	4,555	4,472.00	851.00	5,323.00	(768.00)
Total Expenditures	9,555	4,472.00	851.00	5,323.00	4,232.00
Excess Revenue Over (Under) Expenditures	445	(4,472.00)	9,149.00	4,677.00	4,232.00

Montgomery County Transportation Improvement District
Statement of Activity - MTD and YTD by Fund

712 - Miamisburg Downtown Projects

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4132.000.00 City of Miamisburg	450,000	0.00	905,000.00	905,000.00	455,000.00
Total Revenues	450,000	0.00	905,000.00	905,000.00	455,000.00
Expenditures (All non-capitalized costs)					
5530.000.00 Construction - Downtown Miamisburg	445,000	0.00	0.00	0.00	445,000.00
6300.000.00 Legal Expenses	5,000	0.00	3,130.30	3,130.30	1,869.70
7900.000.00 Return of Funds	0	0.00	450,000.00	450,000.00	(450,000.00)
Total Expenditures	450,000	0.00	453,130.30	453,130.30	(3,130.30)
Excess Revenue Over (Under) Expenditures	0	0.00	451,869.70	451,869.70	451,869.70

Run: 12/10/2020 at 12:12 PM

Montgomery County Transportation Improvement District
Statement of Activity - MTD and YTD by Fund

713 - Trotwood Development Project

For 11/30/2020

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2020	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
Total Revenues	0	0.00	0.00	0.00	0.00
Expenditures (All non-capitalized costs)					
5310.000.00 Engineering services - Safety Study	0	9,465.60	0.00	9,465.60	(9,465.60)
6300.000.00 Legal Expenses	0	897.00	0.00	897.00	(897.00)
Total Expenditures	0	10,362.60	0.00	10,362.60	(10,362.60)
Excess Revenue Over (Under) Expenditures	0	(10,362.60)	0.00	(10,362.60)	(10,362.60)

**Montgomery County TID
Bank Reconciliation
All Accounts**

As Of November 30, 2020

Chase Checking Account	111,694.89	Reconciliation of TID Unrestricted Cash Balance	
Less Outstanding Checks	(3,120.00)		
Key Bank Checking	734,718.52		
Less Outstanding Checks	(77,343.49)		
Key Bank Savings	2,133,957.55		
Chase Savings Account	237,636.82		
Chase Austin Landing Phase 2 Proceeds	403,656.81	Adjusted Bank Balance	5,959,584.23
US Bank Austin Landing Phase 1	650,534.38	Less Funds held for other:	
BoNY Austin Interchange	1,105,142.50	Austin Interchange - Debt	(1,105,142.50)
US Bank Austin Landing Phase 2	662,706.26	US Bank Trust Acct	(1,313,240.64)
Reconciliation issue	<u>(0.01)</u>	Austin Landing Phase 2 Notes	(49,030.50)
Adjusted balance	<u>5,959,584.23</u>	Austin Landing Park Grant	(351,535.15)
		Austin Landing Rec Trail Grant	(3,091.17)
		UG/RFP/Medlar/Wetland/LMR	(31,879.55)
AccuFund 1110.000 Operating Fund	1,482,026.85	Austin Landscaping SIB Reserve	(90,000.00)
1110.702 Austin Road		Austin Debt Reserve - Miamisburg	(390,000.00)
TID Deficit Carry on unreimbursed (b/c reserves)	(361,897.55)	Deed Point Bridge - FMR	(14,736.08)
Austin Interchange Trust	1,105,142.50		
Austin Landing Phase 1/2 Trust	1,313,240.64		
Austin Landing Phase 2 Notes	49,030.50	City of Union TIF Deposits	(684,196.44)
Austin Landing Park Grant	351,535.15	City of Dayton Net Deposits	(27,445.75)
Austin Landing Rec Trail Grant	3,091.17	Fairgrounds additional work/JEDD	(176.68)
Byers Road	(202,454.50)	Vienna Parkway	(537,147.57)
Deed Point Bridge - FMR	14,736.08	Suttman Building	(451,869.70)
Miami Township Pedestrian Bridge Access	-	675 Development	<u>(4,232.00)</u>
Austin JEDD SIB Reserve	90,000.00		
Miamisburg Funds:		Unrestricted TID Cash Balance for operations	905,860.50
Austin Debt Service Reserve	390,000.00		
Wetland Mitigation Project	31,879.55	Project Carrying Costs	
Lower Miamisburg Road	1,000.00	Byers Road	202,455
1110.707 I70/I75 Development Fund	-		
City of Union TIF Deposits	684,196.44		
US 40 Project/NAPA Advance	(47,343.31)	Other reimbursements pending	
City of Dayton ROW	171.50	IRS Rebate on AL Phase 1 (6/1/20)	79,896
City of Dayton Air Cargo Access	74,617.56		<u>282,351</u>
City of Dayton Lightner Road	-		
1110.708 City of Brookville	-	TID Fees 2020 year to date:	
1110.709 Fairgrounds		Interchange Admin Fees (2020 annual)	27,000
TID Held funds for additional FG work	176.68	Suttman Building	22,500
1110.703 725/741 Development Fund	-	Vienna Parkway (includes supervisory services)	72,117
Vienna Parkway	537,147.57	Lyons Road	28,780
1110.710 675 Development Fund	4,232.00	Trotwood	5,000
1110.712 Suttman Building Fund	451,869.70		
1110.713 Trotwood	(10,362.60)	Total	<u>155,397</u>
1111.000 Payroll Holding	<u>(2,451.70)</u>		
Total	<u>5,959,584.23</u>	<i>Other items: Montgomery County \$14,000 for Crystal's time at MCAS</i>	
Variance	<u>-</u>	<i>The County's fiscal year 2020 \$300,000 was received in November</i>	

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2020-103

**RESOLUTION APPROVING
NOVEMBER 2020 CHANGE ORDERS, CONTRACTS &
AGREEMENTS, PAYMENT OF BILLS AND EXPENSES APPROVED
BY THE EXECUTIVE DIRECTOR OR DEPUTY DIRECTOR**

WHEREAS, the Executive Director of the Montgomery County Transportation Improvement District (TID) has presented to the Board of Trustees of the TID, on behalf of the Secretary-Treasurer, the attached report to be approved for payment; and

WHEREAS, the TID Board has reviewed the attached report and found it appropriate for payment or to enter into agreement.

BE IT THEREFORE RESOLVED by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached list of Change Orders, Contracts and Agreements including Bills and Expenses of November 2020 be and is hereby approved for payment.

BE IT FURTHER RESOLVED by the board that copies of this resolution be provided to the Secretary-Treasurer and the Executive Director.

Adopted the 14th day of December, 2020.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer



MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT

BOARD MEETING - DECEMBER 14, 2020

Bills for Board Approval for
 Contracts & Agreements Approved by Executive Director or Deputy Director
 Expense Report Approved by Board Member
 Expenses Approved by the TID Staff
 November 1 - 30, 2020

OPERATIONS		
Adobe.com	\$	479.31 Software purchase for V. Glotfelter
Auditor of State	\$	397.70 October IPA Review
Butler County TID	\$	2,625.00 October Fee
Dorothy Lane Market	\$	59.96 Business lunch
Fraunfelter Accounting Services	\$	247.50 Austing Interchange TIF (9/1 - 11/5/2020)
Michael D Eddy	\$	1,050.46 October Services
Montgomery County Purchasing	\$	77.96 September postage
Montgomery County Purchasing	\$	155.25 October print services
Montgomery County Purchasing	\$	348.00 4th quarter parking
Montgomery County Treasurer	\$	13.55 Internet Services
Office BoxUp	\$	182.00 May Services
Public Employee Retirement System	\$	9,732.51 October Contributions
Razor Marketing	\$	63.53 October services
Sebaly, Shillito and Dyer	\$	7,253.00 September Legal
Steve Stanley	\$	17,915.00 Life Insurance reimbursement
Superior Dental	\$	419.94 December Contributions
Think Patented	\$	150.00 October hosting
Vanessa Glotfelter	\$	196.00 October Expense Report
Veronica Hull	\$	258.08 October Expense Report
Zoom Inc.	\$	636.48 Annual licenses (4)
675/WILMINGTON INTERCHANGE		
Sebaly, Shillito and Dyer	\$	4,472.00 September Legal
70/75 AIRPORT LOGISTICS ACCESS		
IBI Group	\$	28,341.25 March - September Services
Montgomery County Recorder	\$	68.00 Notice of Commencement
Razor Marketing	\$	10,998.75 October - public outreach
Sebaly, Shillito and Dyer	\$	791.20 September Legal
FAIRGROUNDS		
Sebaly, Shillito and Dyer	\$	119.60 September Legal
LYONS ROAD PEDESTRIAN ACCESS		
Miami Township	\$	50,676.46 Project closeout
SALEM/OLIVE INTERCHANGE		
CMT	\$	9,465.60 August / September safety study
Sebaly, Shillito and Dyer	\$	897.00 September Legal
VIENNA PARKWAY		
CBC Engineers	\$	1,338.10 September services
Double Jay Construction	\$	188,454.06 Construction - Pay Application #6
IBI Group	\$	2,925.00 September / October Services

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2020-104

***RESOLUTION AMENDING ANNUAL APPROPRIATION FOR CALENDAR YEAR 2020 FOR
THE MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT***

WHEREAS, the Board of Trustees of the Montgomery County Transportation Improvement District (TID) is required by the Ohio Revised Code to adopt an annual appropriation for its operations during each fiscal year; and

WHEREAS, the Executive Director and the Finance Director have recommended that the Board amend its appropriation for calendar year 2020 to adjust for final anticipated revenues and expenditures for the year as detailed in the attached revised annual appropriation for 2020.

BE IT THEREFORE RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached amended annual appropriation for the TID for 2020 be and is hereby adopted.

BE IT FURTHER RESOLVED by the Board that copies of this resolution be provided to the TID Secretary/Treasurer, the Executive Director and the Finance Director.

Adopted the 14th day of December, 2020.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

**MONTGOMERY COUNTY TID
FINAL BUDGET 2020
FUND #700 - OPERATING FUND**

Fund Description: The primary purpose of this fund is to account for the administrative and operational costs of the TID. A positive fund balance is anticipated in this fund at the end of 2020.
This balance will be required in order to fund the operations of the TID into the future.

Account Category	Current 2020 Budget	Final 2020 Budget	
Revenues: Interest	\$ 15,000	\$ 1,700	\$ (13,300)
Montgomery County Supplemental Projects Agmt	300,000	600,000	300,000
Charges For Services:			-
Fair (County) Shared Services	90,000	14,000	(76,000)
Interchange Admin Agreement	27,000	27,000	-
Miamisburg related projects	27,500	22,500	(5,000)
Miami Township related projects	107,855	28,780	(79,075)
Trotwood		5,000	5,000
Vienna Parkway		72,117	72,117
Unspecified Projects	137,645	-	(137,645)
Other revenues	-	166,444	166,444
Other revenues - VG Reimbursement	-	11,187	11,187
Total Revenues	<u>705,000</u>	<u>948,728</u>	
Estimated Cash Balance (12/31/19 bal)	<u>800,000</u>	<u>800,000</u>	
Total Funds Available	<u><u>1,505,000</u></u>	<u><u>1,748,728</u></u>	

Expenses:			
Wages and Retirement (1)	515,000	550,000	35,000
Health Insurance	50,000	55,000	5,000
Medicare	7,725	7,000	(725)
Disability/Dental Benefits	4,000	5,000	1,000
Worker's Compensation	4,000	3,000	(1,000)
Employee Reimbursements	20,000	20,000	-
Professional Services	-	-	-
Advertising/Printing/Courier Services	2,000	6,000	4,000
Subscriptions/Dues	7,500	5,500	(2,000)
Website/Internet costs	4,500	5,500	1,000
Legal	35,000	65,000	30,000
Other			-
Bank Charges/Payroll	3,500	5,000	1,500
Insurance	20,000	18,800	(1,200)
Parking		1,500	1,500
Office Supplies	3,000	3,000	-
Office Rent	7,500	7,200	(300)
Miscellaneous	5,500	5,500	-
Office Equipment	5,000	8,800	3,800
Contractual Services			-
Accounting/Financial Services			-
BCTID	27,000	20,000	(7,000)
Fraunfelter Acct. Services	7,500	7,500	-
Montgomery County Shared Services	30,000	30,000	-
Mike Eddy Consulting	25,000	28,000	3,000
Audit	20,000	21,500	1,500
TID Contribution to Project	<u>-</u>	<u>10,000</u>	
Total Expenses	<u><u>803,725</u></u>	<u><u>888,800</u></u>	
Year End Balance (budget basis)	831,275	989,928	

Not a budget items as the funds are held but revenue for each year through 2022

Miamisburg Release of Escrow	130,000	130,000
------------------------------	---------	---------

**MONTGOMERY COUNTY TID
FINAL BUDGET 2020
FUND #703 - 725/741 Development Fund**

<u>Account Category</u>	Current 2020 Budget	Final 2020 Budget	
<u>Revenues:</u>			
Intergovernmental - SIB Draws	1,720,839	1,720,839	-
Intergovernmental - Vienna Parkway	109,500	348,304	238,804
	<hr/>	<hr/>	
Total Revenues	3,692,448	2,069,143	
Estimated Cash Balance (12/31/19 bal)	-	-	
Total Funds Available	<hr/> <hr/>	<hr/> <hr/>	
<u>Expenditures</u>			
Right of Way			
Contract Services			
Enginnering-Environmental	104,500	104,500	-
Project Management	73,817	73,817	-
Utility Relocation			-
Construction related services	1,376,336	1,376,336	-
Legal Services	10,000	10,000	-
Other	259,686	259,686	-
Debt Service - Principal			-
Debt Service - Interest/Closing Costs	6,000	6,000	-
	<hr/>	<hr/>	
Total Expenses	<hr/> <hr/>	<hr/> <hr/>	
	\$ 1,830,339	\$ 1,830,339	
FY 2020 Year End Balance (budget basis)		\$ 238,804	

**MONTGOMERY COUNTY TID
FINAL BUDGET 2020
FUND #707 - 70/75 Development Fund**

Account Category	Current	2020 Adjustment				Final
	2020 Budget	US40 Roadway	70/75 Airport Logistics	Lightner	Union Air Park	2020 Budget
Revenues:						
Intergovernmental - ODOT TID Grant	-					-
Intergovernmental - ODOT 629	121,354					121,354
Intergovernmental - City of Union	1,900,000				(40,000)	1,860,000
Intergovernmental - SIB Draws	1,350,000	(1,000,000)				350,000
Intergovernmental - City of Dayton	-					-
TRAC Funding	4,167,214	(3,800,000)				367,214
Jobs and Commerce	-					-
Other Reimbursements	-					-
Total Revenues	2,720,000	(4,800,000)	-	-	(40,000)	2,698,568
Estimated Cash Balance (12/31/19 bal)	576,673					464,951
Total Funds Available	3,296,673	(4,800,000)			(40,000)	3,163,519
Expenditures						
Right of Way Related Costs	500,000	(200,000)				300,000
Contract Services	-					-
Professional Services	-	20,000				20,000
Engineering/Environmental	200,000	(50,000)				150,000
Utility Relocation	-					-
Construction Related Costs	5,268,663	(4,751,700)			(200,000)	316,963
Legal Services	80,000					80,000
Principal - SIB	1,055,244				153,386	1,208,630
Principal - Dayton Port	80,000					80,000
Interest - SIB	234,515				28,641	263,156
Interest - Dayton Port	24,492					24,492
Total Expenses	\$ 7,442,914	\$ (4,981,700)	\$ -	\$ -	\$ (17,973)	\$ 2,443,241
FY 2020 Year End Balance (budget basis)						\$ 720,278

**MONTGOMERY COUNTY TID
FINAL BUDGET 2020
FUND #708 - BROOKVILLE PROJECT**

Account Category	Current 2020 Budget	Final 2020 Budget
<u>Revenues:</u>		
Intergovernmental - City	-	146,874
Transfer	-	-
Total Revenues	-	146,874
Est. CAFR Balance	-	-
Total Funds Available	-	146,874
<u>Expenditures</u>		
Principal		85,484
Interest		61,390
Total Expenses	\$ -	\$ 146,874
FY 2020 Year End Balance (budget basis)		\$ -

**MONTGOMERY COUNTY TID
FINAL BUDGET 2020
FUND #709 - Fairgrounds**

<u>Account Category</u>	Current 2020 Budget	Final 2020 Budget
<u>Revenues:</u>		
Intergovernmental - Agriculture Society	-	-
Intergovernmental - Montgomery County	-	97,000
Interest	-	-
Other Reimbursements	-	970
Total Revenues	-	97,970
Estimated Cash Balance (12/31/19 bal)	7,100	7,100
Total Funds Available	266,477	105,070
<u>Expenditures</u>		
Contract Services		
Fair Reimbursables	-	75,000
Project Management Fee	-	3,750
Construction Related Costs		
General Construction Reimbursements	-	6,320
Legal Services	-	20,000
Total Expenses	\$ 259,341	\$ 105,070
FY 2020 Year End Balance (budget basis)		\$ -

**MONTGOMERY COUNTY TID
FINAL BUDGET 2020
FUND #710 - 675 Development Fund**

Account Category	Current 2020 Budget	Final 2020 Budget
<u>Revenues:</u>		
Intergovernmental - City	-	-
TID Contribution	10,000	10,000
	10,000	10,000
Total Revenues	10,000	10,000
Estimated Cash Balance (12/31/19 bal)	(445)	(445)
Total Funds Available	9,555	9,555
<u>Expenditures</u>		
Contract Services		
Engineering-Environmental	5,000	5,000
Legal Services	4,555	4,555
Debt Service - Principal		
Debt Service - Interest		
Total Expenses	\$ 9,555	\$ 9,555
FY 2020 Year End Balance (budget basis)	\$ -	\$ -

**MONTGOMERY COUNTY TID
FINAL BUDGET 2020
FUND #712 - Miamisburg Downtown Projects**

<u>Account Category</u>	Current 2020 Budget	Final 2020 Budget
<u>Revenues:</u>		
Intergovernmental	450,000	905,000
Intergovernmental	-	-
Total Revenues	450,000	905,000
Estimated Cash Balance (12/31/19 bal)	-	-
Total Funds Available	<u>450,000</u>	<u>905,000</u>
<u>Expenditures</u>		
Contract Services	445,000	450,000
Legal Services	5,000	5,000
Return of Funds	-	450,000
Total Expenses	<u>\$ 450,000</u>	<u>\$ 905,000</u>
FY 2020 Year End Balance (budget basis)		\$ -

**MONTGOMERY COUNTY TID
FINAL BUDGET 2020
FUND #713 - Trotwood Development Project Fund**

<u>Account Category</u>	Current 2020 Budget	Final 2020 Budget
<u>Revenues:</u>		
Intergovernmental	-	50,000
Intergovernmental	-	-
Total Revenues	-	50,000
Estimated Cash Balance (12/31/19 bal)	-	-
Total Funds Available	<u>450,000</u>	<u>50,000</u>
<u>Expenditures</u>		
Engineering		18,560
Misc Construction Items		27,898
Legal Services	-	3,542
Return of Funds	-	-
Total Expenses	<u>\$ 450,000</u>	<u>\$ 50,000</u>
FY 2020 Year End Balance (budget basis)		\$ -

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2020-105

***RESOLUTION APPROVING AGREEMENT WITH MICHAEL EDDY
FOR PROJECT MANAGEMENT SERVICES FOR THE MONTGOMERY COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT, EFFECTIVE JANUARY 1, 2021 THROUGH DECEMBER 31, 2021***

WHEREAS, the Executive Director of the Montgomery County Transportation Improvement District (the "TID") has recommended to the Board of Trustees of the TID (the "Board") that the TID acquire the services of a professional project manager to supplement the capacity of TID staff to manage current and future TID projects; and

WHEREAS, the TID has worked extensively with Michael Eddy in the successful performance of a number of previous TID projects in the past years; and

WHEREAS, the Executive Director has recommended that the TID engage Mr. Eddy under the terms of a professional services agreement for the management of various TID projects in calendar year 2021 in an amount not to exceed \$30,000.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached professional services agreement with Michael Eddy for the period from January 1, 2021 through December 31, 2021 in an amount not to exceed \$30,000, be and is hereby approved.

BE IT FURTHER RESOLVED that copies of this resolution be provided to the Executive Director, the TID's General Counsel, the TID's Finance Director, the Secretary-Treasurer, and Michael Eddy.

Adopted the 14th day of December, 2020.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the ___ day of _____, 2020 (the “Effective Date”), by and between the MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, an Ohio body politic and corporate (the “TID”), and Michael Eddy (“Consultant”), under the following circumstances:

- A. The TID desires to have Consultant perform Services (as defined below) for, and deliver the Deliverables (as defined below) to, the TID in exchange for the TID’s promise to pay the amounts set forth in this Agreement; and
- B. Consultant desires to provide such Services and deliver such Deliverables to the TID.

NOW, THEREFORE, the parties agree as follows:

1. **Retention.** The TID hereby retains Consultant to provide the services (the “Services”) and to deliver the deliverables (the “Deliverables”), if any, pursuant to Scope of Services set forth on Exhibit A attached hereto, and Consultant hereby accepts such retention. In the event of a conflict between the terms of Exhibit A and the terms of this Agreement, the terms of this Agreement shall control.

2. **Fees; Payment of Fees.** Consultant will perform the Services and deliver the Deliverables for a total cost, including all fees, costs and expenses, not to exceed the amount set forth on Exhibit B (the “Contract Price”). Unless a difference procedure is set forth on Exhibit B, payments of the Contract Price shall be made by the TID to Consultant according to the following procedure: Within five (5) business days after the end of each month in which Services are provided or Deliverables delivered, Consultant shall submit to the TID an invoice for payment. The invoice will include a listing of the Consultant’s hours by date in performance of the Services during the foregoing month in accordance with this Agreement. Within thirty (30) days after receipt of Consultant’s invoice, the TID shall pay the undisputed amount of such invoice.

3. **Representations and Warranties.** Consultant represents and warrants to the TID as follows:

A. Consultant will comply with all applicable federal, state, county, municipal and other governmental statutes, codes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence affecting the Services and the Deliverables (collectively, “Laws”).

B. Consultant will perform the Services in a good and prompt manner with professional skill and care that meets or exceeds industry standards and applicable Laws.

C. Any materials provided by Consultant to the TID, including, without limitation the Deliverables, shall meet or exceed industry standards and applicable Laws.

D. Any materials provided by Consultant to the TID, including, without limitation the Deliverables, shall not violate any intellectual property rights of any third parties, including without limitation copyrights.

E. All Services and Deliverables will comply with all specifications set forth on Exhibit A, if applicable.

The representations and warranties contained in this Section 3 shall survive the expiration or termination of this Agreement.

4. **Licenses and Permits.** Consultant, at its expense, shall duly procure and thereafter maintain any governmental license or permit that is required, if any, for the proper and lawful performance of the Services and delivery of the Deliverables. If requested, Consultant, at its expense, shall submit a copy of all such licenses and/or permits to the TID. Consultant, at its sole cost and expense, will at all times comply with the requirements of each such license or permit.

5. **Supplies and Equipment.** Except as may be otherwise agreed in writing by Consultant and the TID, the TID--at its sole cost and expense--shall furnish supplies and equipment necessary or appropriate to complete the Services and the Deliverables.

6. **Independent Contractor.** Consultant is an independent contractor and is not an employee of the TID. Consultant shall be solely responsible for the compliance with all applicable Laws with respect to Consultant's engagement. Any and all payroll taxes, social security benefits, insurance requirements, or employment benefits of any kind whatsoever of Consultant shall be borne exclusively by Consultant and not the TID.

7. **Assignment.** Consultant shall not assign this Agreement, in whole or in part, without the prior written consent of the TID, and any assignment or purported assignment in contravention of the foregoing is void.

8. **Notice.** Any notice, communication, request or reply ("Notice") made or accepted by either party to the other must be made in. For purposes of Notice the addresses of the parties shall, until changed as hereinafter provided, be as follows:

To the TID: Montgomery County
 Transportation Improvement District
 451 W. Third St., 10th Floor
 Dayton, Ohio 45422
 Attn: Executive Director

If to Consultant: Michael D. Eddy
 7949 Waynesboro Way
 Waynesville, Ohio 45068

or at any other address which may be given by either party to the other in the manner provided above.

9. **Termination.**

A. This Agreement may be terminated by the TID upon not less than seven (7) days' prior written notice to Consultant.

B. If this Agreement is terminated prior to completion of the Services and delivery of the Deliverables, Consultant shall be compensated for Services adequately performed and Deliverables delivered as of the date of such termination.

10. **Confidentiality.** Consultant agrees that all information provided by the TID to Consultant pursuant to this Agreement (the "Confidential Information") shall not, without the TID's authorization, be disclosed to any other party or used by Consultant for any purpose, except as contemplated by this Agreement or as required by applicable Laws. Consultant shall disclose Confidential Information to third parties as requested by the District.

11. **Miscellaneous.** The section headings used in this Agreement are for reference purposes only and are not to be construed as a part of this Agreement. This Agreement may be amended or modified only by a written instrument executed by the TID and Consultant. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original for all purposes, but all of which shall constitute one and the same agreement. A failure of either party to insist upon or enforce any term or provision or to exercise any right, option, or remedy of the Agreement, or to require at any time performance of any provision hereof, shall not be construed as a waiver of any such term or provision. No waiver by either party of any term or provision hereof shall be binding unless made in writing and signed by such party. The recitals to this Agreement shall be incorporated into this Agreement as if set forth fully herein. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. This Agreement, including the exhibits attached hereto, contains the entire agreement between the parties, superseding any prior agreements and writings. All claims, counterclaims, disputes and other matters in question arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Montgomery County, Ohio.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

Steven B. Stanley, Executive Director

CONSULTANT

Michael D. Eddy

Exhibit A

Scope of Services

Consultant services for the 2021 calendar year.

Consultant shall provide direct project management of the work of all third parties related to projects assigned by the TID Executive Director and Deputy Director, (including materialmen and vendors furnishing labor, materials or services) to carry out their respective responsibilities in accordance with (a) the terms of the agreements applicable to the projects, (b) safe, sound, efficient, workman like, economically prudent and environmentally sound practices, (c) all laws, permits and licenses applicable to the projects and the completion thereof, and (d) all applicable contracts for providing goods or performing services related to the projects entered into by such third party with the TID.

Such Projects will include:

- 70/75 Logistics Access Project
- Vienna Parkway Project
- Miamisburg Downtown Projects
- Future Projects as directed

Exhibit B

Fees; Payment of Fees

Consultant's services will be compensated at the rate of \$80/hour in an amount not to exceed \$30,000.

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2020-106

***RESOLUTION APPROVING THE SECOND AMENDMENT TO THE MUTUAL SERVICES
AGREEMENT WITH MONTGOMERY COUNTY FOR ADMINISTRATIVE SUPPORT***

WHEREAS, by action of Resolution 2014-65, the Board of Trustees (“Board”) of the Montgomery County Transportation Improvement District (“TID”) authorized an amended Mutual Services Agreement with Montgomery County (“County”) outlining collaborative measures for implementing transportation and economic development infrastructure projects within Montgomery County; and

WHEREAS, by action of Resolution 2015-61 the Board authorized a District Supplemental Project Agreement with the County to reflect the TID’s role in the development and implementation of the Montgomery Strategic Enhancement of Economic Development Program (“SEED Program”); and

WHEREAS, by action of Resolution 2017-19 the Board approved an amendment to the Mutual Services Agreement to incorporate a supplemental project agreement to reflect a long-term partnership and mutual support between the County and the TID for economic development and transportation and related infrastructure improvement in Montgomery County; and

WHEREAS, by action of Resolution 2018-14 the Board approved an amendment the Mutual Services Agreement with Montgomery County for administrative support from the County to the TID; and

WHEREAS, in order to provide for continued administrative support by the County to the TID, the parties have agreed to extend the terms of the agreement through March 31, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached Amendment to the Mutual Services Agreement with Montgomery County extending the terms of the County’s administrative support to the TID through March 31, 2021 be and is hereby approved.

BE IT FURTHER RESOLVED by the Board that the Executive Director be and is hereby authorized to execute the Amendment to the Mutual Services Agreement with Montgomery County incorporating changes that may be required following consultation with Montgomery County, provided that the Executive Director and the General Counsel determine that such changes are not materially detrimental to the TID.

BE IT FURTHER RESOLVED that copies of this resolution be provided to the Executive Director, the General Counsel, the Finance Director, the Deputy Director, and Montgomery County.

Adopted the 14th day of December, 2020.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

**SECOND AMENDMENT TO MUTUAL SERVICES AGREEMENT- COMMENCING AS OF
JANUARY 1, 2021**

This **SECOND AMENDMENT TO MUTUAL SERVICES AGREEMENT** (this "**Amendment**") is made as of the ____ day of December, 2020 to be effective January 1, 2021, (the "**Effective Date**") by and between the **MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT** (the "**TID**") and the **BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO** (the "**County**") (the TID and the County may be referred to herein individually as a "**Party**" or collectively as the "**Parties**"), under the following circumstances:

A. The Parties previously entered into that certain Mutual Services Agreement dated December 1, 2014, as amended by that First Amendment dated as of March 13, 2018 (the "**First Amendment**"), whereby the Parties set forth a framework under which the County and the TID could collaborate to provide for cost-effective development and implementation of transportation and economic development projects within the County (the "**Mutual Services Agreement**"); and

B. The Parties now desire to amend the Mutual Services Agreement pursuant to the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby amend the Mutual Services Agreement as follows:

1. **Shared Employee Term Extension.** In order to maintain the availability of the Shared Employee to the TID while the Parties negotiate a broader scope extension of the Mutual Services Agreement, the Parties hereby extend the Shared Employee Term to end no later than March 31, 2021 (the "**Extended Term**"). To date the County has provided Veronica Hull as the Shared Employee, and the Parties anticipate that Ms. Hull will continue to be the Shared Employee during the Extended Term until such time as a Party requests the Shared Employee position to be filled by a different individual, in which event the County will use good faith efforts to provide a replacement employee acceptable to the TID. Effective as of the Effective Date, the Exhibit A that was attached to the First Amendment is hereby replaced with the Exhibit A attached to this Amendment.

2. **Compensation to County.** As consideration for the provision of the services of the Shared Employee during the Extended Term, the TID will make a payment to the County of \$9,500 within fifteen (15) days following the end of the Extended Term (the "**Extended Term Fee**"). Notwithstanding anything in the Mutual Services Agreement to the Contrary, the Extended Term Fee will constitute the sole remuneration to the County for the provision of the services of the Shared Employee during the Extended Term.

3. **Miscellaneous.** Except as otherwise provided in this Amendment, the Mutual Services Agreement is hereby ratified in its entirety and remains in full force and effect. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Mutual Services Agreement, the applicable term(s) of this Amendment shall control and supersede. Any capitalized words in this Amendment not defined herein shall have the meaning given them in the Mutual Services Agreement. This Amendment may be executed simultaneously in several counterparts, each of which will be an original and constitute one and the same instrument. Delivery of an executed counterpart of a signature page hereto by facsimile, email or other electronic means will be effective as delivery of a manually executed counterpart of this Amendment.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment via their duly authorized representatives effective as of the Effective Date.

**Signed and acknowledged
in the presence of:**

**BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO (Board)**

Witness

BY: _____
Judy Dodge, President

Witness

BY: _____
Deborah A. Lieberman, Commissioner

Witness

BY: _____
Carolyn Rice, Commissioner

OR

Witness

BY: _____
Michael Colbert, County Administrator

**MONTGOMERY COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT**

Witness

By: Steven B. Stanley
Its: Executive Director

**APPROVED AS TO FORM BY: MATHIAS H. HECK, JR.
PROSECUTING ATTORNEY OF MONTGOMERY COUNTY, OHIO**

By: _____
Ward Barrentine
Assistant Prosecuting Attorney

Date: _____

Exhibit A

Class Concept

Under general supervision, performs responsible administrative, systems, statistical and other business analyses in support of department or division operations and activities; makes recommendations for action and assists in policy, procedure and process development and implementation. Assist in the development of Montgomery County goals by analyzing and researching operations systems and/or procedures. Performs the material and substantial duties of the classification more than 50% of the time.

Job Duties

Assists in the development and implementation of departmental or division goals and objectives, gathers data and prepares research, administrative or fiscal reports and publications, makes or participates in surveys, analyzes results, and proposes actions to effect economy, efficiency and improvements in administration, operations and services, analyzes the organization and functioning of units in the department including the procedures, processes, systems, work methods, forms, records and files used, makes work flow studies or time and cost analyses, makes recommendations on methods and systems used to improve efficiency of operations and services.

Analyzes and advises about workforce utilization, staffing patterns and training, plans, coordinates and monitors department programs and processes, may perform program administrative functions in a specified area or may provide technical assistance to others on administrative and analytical matters. (Performs Related Duties AS Required)

Minimum Class Requirements

Equivalent to graduation from a four-year college with major coursework in business or public administration or a closely related field and two (2) years of professional experience in administrative, management, systems, operations, budgetary or similar analyses. OR alternative, equivalent evidence of the Minimum Class Requirements.

3572080.2

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2020-107

AUTHORIZING A FOURTH AMENDMENT TO THE AUSTIN ROAD INTERCHANGE COOPERATIVE AGREEMENT AND PROVIDING FOR THE REDEMPTION OF THE DISTRICT'S OUTSTANDING TRANSPORTATION IMPROVEMENT SPECIAL OBLIGATION BONDS, SERIES 2010B (AUSTIN ROAD INTERCHANGE AND RELATED PROJECTS).

WHEREAS, the Miamisburg City School District, the City of Miamisburg ("*Miamisburg*"), the City of Springboro ("*Springboro*"), Miami Township (the "*Township*") and the Montgomery County Transportation Improvement District (the "*District*") have previously entered into a Cooperative Agreement dated December 15, 2005 (the "*Original Cooperative Agreement*"), as has been amended and supplemented, by the First Amendment to Cooperative Agreement by and among the parties, dated July 8, 2008; the Supplement to Cooperative Agreement by and among the District, the Township, Miamisburg and Springboro, dated January 8, 2009; the Second Supplement to Cooperative Agreement by and among the District, the Township, Miamisburg and Springboro, dated November 3, 2009; the Second Amendment to Cooperative Agreement by and among the District, the Township, Miamisburg and Springboro, dated July 21, 2010; the Third Supplement to Cooperative Agreement by and among the District, the Township and Miamisburg, dated July 29, 2011; and the Third Amendment to Cooperative Agreement by and among the parties, dated August 23, 2011 (the Original Cooperative Agreement, together with all amendments and supplements thereto, hereinafter referred to as the "*Cooperative Agreement*"); and

WHEREAS, pursuant to Resolution No. 2010-57, adopted this Board on July 12, 2010, and the related certificate of award dated July 21, 2010 (collectively, the "*Original Bond Legislation*"), the District issued its \$20,335,000 Transportation Improvement Special Obligation Bonds, Series 2010B (Austin Road Interchange and Related Projects) (the "*Original Bonds*"); and

WHEREAS, the Township, Miamisburg and Springboro (each a "*Subdivision*" and collectively the "*Subdivisions*") each previously issued its Road Improvement Bonds to secure the repayment of a portion of the Original Bonds (the "*Subdivision Bonds*"), the payments of principal of and interest on which comprise the Pledged Revenues for the Original Bonds; and

WHEREAS, each Subdivision indicated its desire to refinance its outstanding Subdivision Bonds and, consequently, the attributable portion of the outstanding Original Bonds; and

WHEREAS, in connection with these refinancings, the Subdivisions have concluded and agreed that the cross-guaranty provisions of the Cooperative Agreement for the Original Bonds are no longer necessary and desire to eliminate those provisions and consent to the refinancings of the Subdivision Bonds by entering into a Fourth Amendment to Cooperative Agreement (the "*Fourth Amendment*"); and

WHEREAS, this Board has determined that the refinancing of the Subdivision Bonds by the Subdivisions and the execution and delivery of the Fourth Amendment is in the best interest of the District; and

WHEREAS, this Board has determined that, upon a Subdivision providing the requisite funds to do so, it would be in the best interests of the District to, on the earliest date as is practicable following the provision of funds by a Subdivision, redeem the portion of the Original Bonds payable by the Subdivision Bonds issued by that Subdivision (collectively, the “*Redeemed Bonds*”); and

WHEREAS, this Board finds and determines that the District should take such steps as are required to redeem the applicable portion of the Redeemed Bonds on the earliest practicable date as determined by the Executive Director of the District in connection with each financing of Subdivision Bonds by a Subdivision (each, a “*Redemption Date*”), and transfer to the existing bond registrar for the Redeemed Bonds sufficient monies to provide for the redemption of the applicable portion of the Redeemed Bonds on that date;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Montgomery County Transportation Improvement District, Ohio, that:

Section 1. Fourth Amendment to Cooperative Agreement. This Board determines that it is in the best interest of the District to execute and deliver the Fourth Amendment. The Executive Director of the District is hereby authorized to execute and deliver the Fourth Amendment in substantially the form now on file with the Secretary-Treasurer, together with such modifications or amendments to such form as are not substantially adverse to the District and not inconsistent with this Resolution as approved by the Executive Director, with such approval being conclusively evidenced by the Executive Director’s execution of the Fourth Amendment.

Section 2. Defeasance and Redemption. This Board determines that it is necessary and in the best interest of the District to optionally redeem the applicable portion of the Redeemed Bonds on each Redemption Date, at a redemption price of 100% of the principal amount thereof, plus accrued interest to the applicable Redemption Date. For each redemption, upon receipt of documentation verifying that the applicable Subdivision has irrevocably funded an Escrow Fund pursuant to an Escrow Agreement (each, an “*Escrow Agreement*”) between that Subdivision, the District, and The Bank of New York Mellon Trust Company, N.A., as Escrow Trustee, in an amount sufficient to redeem the applicable Subdivision Bonds and, consequently, from such redemption proceeds to redeem the applicable portion of the Original Bonds, the Executive Director of the District is authorized and directed to promptly give to The Bank of New York Mellon Trust Company, N.A. (the “*Bond Registrar*”), pursuant to and by way of the Escrow Agreement and at least 45 days (or such lesser number of days as agreed to by the Bond Registrar) prior to the Redemption Date written (a) notice that the District has determined to optionally redeem the applicable Redeemed Bonds on the applicable Redemption Date and (b) direction to notify the registered holders of such Redeemed Bonds that the District has determined to redeem those Redeemed Bonds on the applicable Redemption Date, all in accordance with the Original Bond Legislation. The District covenants for the benefit of the registered holders of the Redeemed Bonds that it will at no time on or after the provision of notice to the Bond Registrar take any actions to modify or rescind the call for prior redemption of the Redeemed Bonds, and will cause the Bond Registrar to take, all steps required by the terms of the Redeemed Bonds and the Original Bond Legislation to make and perfect that call for prior redemption.

Section 3. Notice of Redemption. Upon delivering, pursuant to and by way of the applicable Escrow Agreement, written notice and direction to the Bond Registrar pursuant to Section 2, the Bond Registrar shall be directed to deliver notice to the registered owners of the Redeemed Bonds in the following manner. The notice of the call for redemption shall identify (a) by designation, letters, numbers, or other distinguishing marks, the Redeemed Bonds to be redeemed, (b) the redemption price to be paid,

(c) the date fixed for the redemption, and (d) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on the District's behalf by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the Redemption Date, to the address shown of each registered owner shown on the bond register maintained by the Bond Registrar at the close of business on the fifteenth day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding the Redeemed Bonds, however, shall not affect the validity of the proceedings for the redemption of the Redeemed Bonds.

Section 4. Payment of Redeemed Bonds. To the extent necessary to accomplish the purposes of the applicable Escrow Agreement, the Secretary-Treasurer is hereby authorized and directed to deposit with the Bond Registrar the moneys in the irrevocably funded Escrow Fund from the applicable Subdivision, said amount to be sufficient to effect the redemption of the applicable Redeemed Bonds. The funds to be deposited with the Bond Registrar have been authorized, and shall be applied to pay principal of and interest on the applicable Redeemed Bonds, all pursuant to the Original Bond Legislation, and are so appropriated for that purpose.

Section 5. Authorizations. To provide for the terms of the funding of each Escrow Fund and the redemption of the Redeemed Bonds, the Executive Director, Secretary-Treasurer, or any other officer of the District, as appropriate, each and all, are hereby authorized and directed to sign one or more Escrow Agreements in substantially the form the Escrow Agreements previously executed by the District for the redemption of bonds, together with such changes as such officer or officers deem necessary or appropriate to accomplish the redemption of bonds authorized by this Resolution. The approval of such changes, and that such changes are not inconsistent with this resolution and not substantially adverse to the District shall be conclusively evidenced by the execution of the Escrow Agreement by the officer or officers executing the same. The Executive Director, Secretary-Treasurer, or any other officer of the District, as appropriate, each and all, are authorized and directed to sign any certificates, statements and other documents and instruments and to take such actions as are necessary or appropriate to effect the redemption of the Redeemed Bonds.

Section 6. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 7. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Executive Director, the General Counsel, the Secretary of the TID, the TID Finance Director, and Miami Township.

Adopted the 14th day of December, 2020.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

FOURTH AMENDMENT TO COOPERATIVE AGREEMENT

This Fourth Amendment to Cooperative Agreement (“Fourth Amendment”), agreed to and entered into as of the _____ day of _____, [2020] (the “Effective Date”), among the City of Miamisburg, Montgomery County, Ohio, a municipality and political subdivision of the State of Ohio (“Miamisburg”); the City of Springboro, Counties of Montgomery and Warren Ohio, a municipality and political subdivision of the State of Ohio (“Springboro”); Miami Township, Montgomery County, Ohio, a township and political subdivision of the State of Ohio (“Township”) and the Montgomery County Transportation Improvement District, a transportation district and body corporate and politic of the State of Ohio (the “TID”).

WHEREAS, the Miamisburg City School District, Miamisburg, Springboro, the Township and the TID have previously entered into a Cooperative Agreement dated December 15, 2005 (the “Original Cooperative Agreement”), as has been amended and supplemented, by the First Amendment to Cooperative Agreement by and among the parties, dated July 8, 2008; the Supplement to Cooperative Agreement by and among the TID, the Township, Miamisburg and Springboro, dated January 8, 2009; the Second Supplement to Cooperative Agreement by and among the TID, the Township, Miamisburg and Springboro, dated November 3, 2009; the Second Amendment to Cooperative Agreement by and among the TID, the Township, Miamisburg and Springboro, dated July 21, 2010; the Third Supplement to Cooperative Agreement by and among the TID, the Township and Miamisburg, dated July 29, 2011; and the Third Amendment to Cooperative Agreement by and among the parties, dated August 23, 2011 (the Original Cooperative Agreement, together with all amendments and supplements thereto, hereinafter referred to as the “Cooperative Agreement”); and

WHEREAS, the Cooperative Agreement includes certain cross-guaranty provisions amongst the Subdivisions with respect to the District Interchange Bonds and the District Byers Road Borrowing; and

WHEREAS, the parties hereto have concluded and agreed that such cross-guaranty provisions are no are no longer necessary for the completion of each party’s obligations contemplated herein in the Cooperative Agreement; and

WHEREAS, having concluded that such cross-guaranty provisions are no longer necessary in connection with the District Interchange Bonds, the Subdivisions desire to consent to the optional redemptions by the other Subdivisions of their Subdivision Bonds at the redemption price of the corresponding District Interchange Bonds; and

WHEREAS, the TID has expended funds in connection with the Byers Road Project, which funds shall be reimbursed by Miamisburg and the Township as described herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described the parties agree as follows:

Section 1. **Elimination of Bond Cross-Guarantees.** The parties hereto acknowledge and agree that the cross-guaranty provisions for the District Interchange Bonds and the District Byers Road Borrowing (Section 4.6(c), 4.6(d), 4.7(c), 4.8(c), 4.8(d) and 4.9(c)) are hereby removed from the Cooperative Agreement and are no longer in force or effect. Each Subdivision

shall be solely responsible for paying its own Interchange Borrowing Deficit or Byers Road Borrowing Deficit, The parties acknowledge that (i) Springboro has previously prepaid the amount of \$6,555.55 of the Series 2010B Springboro Interchange CABs as cross-guaranty payments for the Series 2010B Miamisburg Interchange CABs, (ii) the Township has previously prepaid the amount of \$6,555.56 of the Series 2010B Township Interchange CABs as cross-guaranty payments for the Series 2010B Miamisburg Interchange CABs, (iii) Miamisburg has deferred payment of \$13,111.11 on its Series 2010B Miamisburg Interchange CABs and (iv) the City of Miamisburg agrees to pay the District \$13,111.11 to bring its payments on the Series 2010B Miamisburg Interchange Bonds current, for credit by the District, to the Series 2010B Springboro Interchange Bonds and the Series 2010B Township Interchange Bonds, respectively, on the Effective Date. If necessary and in connection with the foregoing, the Subdivisions agree to promptly deliver to the District revised CAB certificates which reflect the outstanding amounts of the respective Subdivision Bonds as a result of the aforementioned payments and credits.

Section 2. **Optional Redemptions of District Interchange Bonds.**

(a) Each Subdivision agrees that each other Subdivision may optionally redeem its respective Subdivision Bonds in accordance with the terms of the Bond Registrar Agreement, provided that the redemption price paid by a Subdivision is sufficient to redeem or defease a like amount of District Interchange Bonds, including accrued interest thereon. The District shall use the proceeds of such redemption to redeem District Interchange Bonds.

(b) A Subdivision may request that the District exercise its right of optional redemption with respect to some or all of the District Interchange Bonds eligible for such optional redemption in accordance with the terms of the Bond Registrar Agreement.

Section 3. **Byers Road Costs.** The TID, Miamisburg and the Township acknowledge and agree that a portion of the Byers Road Project has been funded through funds from: (i) the Miami Valley Regional Planning Commission STP Allocation (\$2,362,020, with an additional \$267,980 available for certain eligible uses in connection with the Byers Road Project), (ii) the Ohio Department of Transportation (\$2,000,000), (iii) the America Recovery and Reinvestment Act of 2009 (“ARRA”) (\$4,000,000) (iv) the Ohio Department of Natural Resources (\$200,000), and (v) Ohio Public Works Commission (\$817,790, with an additional \$92,210 available for certain eligible uses in connection with the Byers Road Project). Miamisburg and the Township acknowledge that the District advanced \$202,454 of its own funds to pay for additional Costs of the Byers Road Project not covered by the foregoing sources, and Miamisburg agrees to reimburse the District for \$103,251.52 of those funds and the Township agrees to reimburse the District for \$99,202.48. Miamisburg shall pay its reimbursement obligation in four equal installments of \$25,812.88, with an installment due on or before March 1 in each of 2021, 2022, 2023 and 2024. The Township shall pay its reimbursement obligation in four equal installments of \$24,800.62, with an installment due on or before March 1 in each of 2021, 2022, 2023 and 2024.

Section 5. **Costs and Expenses.** Each Subdivision shall pay its own transaction fees and costs related to the negotiation, execution and implementation of this Fourth Amendment and any ancillary agreements related hereto. In addition, each Subdivision shall pay to the TID within thirty days after the TID’s invoice therefor, one-third of the transaction fees and costs incurred by the TID in connection with the TID’s negotiation, execution and implementation of this Fourth

Amendment, but no Subdivision shall be obligated to pay more than \$_____ with respect thereto. Each Subdivision shall also pay the reasonable costs and expenses incurred by the TID in connection with any optional redemptions of the District Interchange Bonds or District Byers Road Borrowing made in connection with that Subdivision's optional redemption of its corresponding Subdivision Bonds or Byers Road Obligations.

Section 6. **Fiscal Officer Certifications.** The Fiscal Officer of each Subdivision hereby certifies that the moneys required to meet the obligations of his or her respective Subdivision during the year [2020] under this Fourth Amendment have been appropriated lawfully for that purpose, and are in the treasury of the respective Subdivision 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 each respective Subdivision covenants that any requirement herein of an expenditure of his or her Subdivision monies in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. The certifications in this Section are given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Section 6. **Miscellaneous.** All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Cooperative Agreement. Except as set forth in this Fourth Amendment, the Cooperative Agreement remains in full force and effect and is hereby ratified in its entirety. This Fourth Amendment shall be subject to and interpreted under the laws of the State of Ohio. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute a single instrument. Signatures or counterparts transmitted or stored by electronic means (such as e-mailed .pdfs) shall be treated as original signatures or counterparts.

Signature Pages to Follow

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Fourth Amendment to Cooperative Agreement has been duly executed and delivered for, in the name of and on behalf of each of the parties by their duly authorized officers, all as of the date hereinbefore written.

**MONTGOMERY COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT**

By: _____

Printed: Steven B. Stanley

Title: Executive Director

IN WITNESS WHEREOF, this Fourth Amendment to Cooperative Agreement has been duly executed and delivered for, in the name of and on behalf of each of the parties by their duly authorized officers, all as of the date hereinbefore written.

**MIAMI TOWNSHIP (MONTGOMERY COUNTY),
OHIO**

APPROVED AS TO FORM FOR THE TOWNSHIP

By: _____

By: _____

Printed: _____

Printed: _____

Title: Township Administrator

Title: _____

By: _____

Printed: _____

Title: Director of Finance

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered for, in the name of and on behalf of each of the parties by their duly authorized officers, all as of the date hereinbefore written.

CITY OF MIAMISBURG, OHIO

**APPROVED AS TO FORM FOR THE
CITY OF MIAMISBURG, OHIO**

By: _____

By: _____

Printed: _____

Printed: _____

Title: City Manager

Title: Director of Law

By: _____

Printed: _____

Title: Director of Finance

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered for, in the name of and on behalf of each of the parties by their duly authorized officers, all as of the date hereinbefore written.

CITY OF SPRINGBORO, OHIO

**APPROVED AS TO FORM FOR THE
CITY OF SPRINGBORO, OHIO**

By: _____

By: _____

Printed: _____

Printed: _____

Title: City Manager

Title: Director of Law

By: _____

Printed: _____

Title: Director of Finance

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2020-92

RESOLUTION APPROVING AGREEMENT WITH JOBSOHIO FOR \$600,000 GRANT FROM THE OHIO SITE INVENTORY PROGRAM FOR THE 70-75 AIRPORT LOGISTICS ACCESS PROJECT

WHEREAS, the Board of Trustees (the “Board”) of the Montgomery County Transportation Improvement District (the “TID”), by action of Resolution 2012-25, entered into an Intergovernmental Agreement (the “IGA”) for Logistics Development & Financing Plans with a number of local governments for financing and constructing infrastructure to support the location and operation of logistics and distribution facilities in the vicinity of the I-70/I-75 Interchange and the Dayton International Airport, and

WHEREAS, by action of Resolution 2014-29, the Board approved the submission of an application to the Ohio Department of Transportation’s Transportation Review Advisory Council (the “ODOT TRAC”) and was awarded Tier 2 funding for preliminary engineering, design, and right-of-way for the 70/75 Airport Logistics Access Project (the “Project”) to improve US 40 in response to new and anticipated future economic development in the area; and

WHEREAS, by action of Resolution 2019-38, the Board approved the submission of an application to ODOT TRAC and was awarded \$10,000,000 of Tier I funding for construction of the Project; and

WHEREAS, in support of the TID’s application for ODOT TRAC Tier 1 funding, Montgomery County, the City of Dayton, the City of Union, and the City of Vandalia (the “Local Governments”) each pledged specific economic support for the Project; and

WHEREAS, the Executive Director submitted a grant application to JobsOhio’s new Ohio Site Inventory Program (OSIP) for a portion of the local match required for the ODOT Tier 1 TRAC allocation; and

WHEREAS, JobsOhio has approved a grant of \$600,000 to support the local match required for the Tier 1 TRAC allocation and, following negotiations over the terms of a draft agreement provided by JobsOhio, the Executive Director and the General Counsel, have recommended that the TID enter into a revised agreement with JobsOhio for the grant.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached agreement with JobsOhio for a \$600,000 grant to support the local match required for ODOT’s Tier 1 TRAC allocation for the 70/75 Airport Logistics Access Project be and is hereby approved.

BE IT FURTHER RESOLVED, by the Board that the Executive Director be and is hereby authorized to execute the agreement, including any final modifications of the terms of the agreement that have been negotiated or may be required in final negotiations with JobsOhio, provided that the Executive Director and the General Counsel determine that the modifications reflect the negotiations already concluded and are not materially detrimental to the TID or the Project.

BE IT FURTHER RESOLVED that copies of this resolution be provided to the Executive Director, the General Counsel, the Secretary of the TID, JobsOhio, and Montgomery County.

Adopted the 14th day of December, 2020.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

**JOBSOHIO
GRANT AGREEMENT**

Grant Funds: \$600,000		Program No.: SFPN_2020_487353-SDG	
Grantee: Montgomery County Transportation Improvement District			
Project Street Addresses: The segment of US Route 40 described in the attached Exhibit A			
Project City: Vandalia		Project State: OH	Project Zip: 45377
Project County: Montgomery			
Project Contact Name: Steve Stanley	Project Contact Title: Executive Director	Project Contact E-mail: sstanley@mctid.org	Telephone Number: (937) 673-3852
Effective Date:	September 16, 2020		
Metric Evaluation Date:	December 31, 2023		
Metric Expiration Date:	December 31, 2025		
Metric Commitments (See Section 5(a))			
Total Project Investment:	\$12,400,000		
Project Accomplishment:	Widen and reconstruct 1.6 miles of US Route 40 from 2 lanes. Reconstruct 1.1 miles of ramps south of the Dayton International Airport and miscellaneous infrastructure upgrades. End with a 5-lane road and an updated interchange, improving truck and employee access for existing businesses, and open access to over 2,000 acres of land zoned for industrial use. Projected completion is end of Q3 2021. Grantees will assure that the Montgomery County Office of Community Economic Development (see letter of support in Schedule 1) will utilize its experienced development team to market available ground in the vicinity of the Project and identified on Schedule 2 for industrial and business use, (including any Class-A office space that may become available as a result of development) (collectively, Project Sites), on a national and regional basis to, site selectors, consultants, developers, end users and office brokers with a focus on targeting JobsOhio’s industry sectors (tradable commodities) defined as follows: Advanced Manufacturing; Aerospace and Aviation; Automotive; Healthcare (does not include companies related to population based and/or general practitioner medical facilities); Energy and Chemicals; Financial Services; Food and Agribusiness, Information Technology; Logistics and Distribution. The Project Sites will be listed online in the JobsOhio property database. Details will be identified that promote the Project Sites’, 2021 attributes.		

This Grant Agreement (the “**Agreement**”) is made and entered into by and between **JobsOhio** (“**Grantor**”) and the “**Grantee**” identified above, and sets forth the terms and conditions upon which Grantor will provide financial assistance to Grantee. Grantee will use the financial assistance in accordance with JobsOhio’s grant guidelines to invest in redevelopment activities associated with Grantee’s project at the Project Site Addresses identified above (the “**Project**”).

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, payments made, other benefits conferred and exchanged, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Project Funding.

(a) Grant and Use of Funds. Subject to the other provisions of this Section 1, Grantor hereby grants to Grantee the **Grant Funds** set forth above to be used for the sole and express purpose of undertaking and

completing the Project. Grantee may not use the Grant Funds for any purpose other than completion of the Project.

(b) Availability of Other Funds. The aggregate amount of funds necessary to pay Project costs is the amount of the **Total Project Investment** set forth above. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of the Grant Funds.

Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable.

2. Payment of Grant Funds.

(a) Disbursement. Grantor shall disburse the Grant Funds on a reimbursement basis for Eligible Costs incurred after the Effective Date and no later than the Metric Evaluation Date in accordance with the terms of this Agreement. Grantee shall complete and submit reimbursement requests to Grantor, in the format required by Grantor, along with source documentation supporting the amounts of each reimbursement request and evidencing the Project investment completed and payment of related costs by Grantee.

(b) Condition for Final Disbursement; Retainer. Prior to seeking reimbursement from the Grant Funds for the final \$120,000 of Eligible Costs, Grantee shall submit to Grantor an Affidavit of Completion identifying the Eligible Costs paid for by the Grant Funds and certifying that all such Eligible Costs have been expended and utilized for the Project and that Grantee has sufficient funds to complete the Project, which Affidavit will be signed and certified in the same manner as the reports required by Section 6(d) of this Agreement.

(c) Eligible Costs. (i) Costs eligible for reimbursement under this Agreement include the following: Infrastructure: site preparation and excavation necessary for the Infrastructure, grading, paving, signalization, traffic maintenance (including signage related thereto), independent construction inspection and materials testing, and all costs of materials for the Infrastructure.

(ii) Ineligible Costs. Costs not described under Section 2(c)(i) above are ineligible for reimbursement for purposes of this Agreement and such ineligible costs include, but are not limited to: Demolition, Environmental Remediation, Environmental Testing, Lab Fees, Building Renovation, Site Preparation, Removal & Disposal of Universal and Construction Waste, Asbestos Abatement, Lead Based Paint Abatement, Building Acquisition, Building Expansion, Land Acquisition, and New Building Construction, Signage/Lighting/Landscaping, Environmental Insurances or Clearances, Operational Maintenance Costs, Furniture/Fixtures/Equipment, Tenant Improvements, Machinery and Equipment, Relocation Expenses, Fines and Costs From Violations of Law, Contributions and Donations to Ind., Meals and Entertainment, Interest On Borrowed Money, Servicing, Rolling Stock, Taxes, Goods and Services For Personal Use, Lease and Rent Payments, Travel Expenses, Retirement of Bonds or Other, Administrative Costs, Engineering Services, Legal Fees, Parking Lots, Planning Fees and Material Costs and Relevant Professional Fees.

(d) Disbursement Process. (i) Grantee shall submit no more than three (3) reimbursement requests prior to the Metric Evaluation Date, with no request being less than \$50,000 (except for the final disbursement). (ii) Prior to submitting its first reimbursement request, Grantee must request that Grantor schedule a pre-disbursement call with Grantee to discuss required documentation and processes for disbursement. (iii) Grantor shall review and respond to submitted reimbursement request information no later than thirty (30) days after receipt of the reimbursement request and corresponding source documentation. (iv) If Grantor determines that all of the expenses identified in the reimbursement request and source documentation are eligible for reimbursement, Grantor will process the request for payment. (v) If Grantor determines during that thirty-day (30) period that all or a part of the expenses identified in the reimbursement request and source documentation are not eligible for reimbursement, Grantor shall immediately notify Grantee in writing of the deficiencies of the reimbursement request with sufficient particularity that Grantee is able to respond to such alleged deficiencies. Grantee shall have up to sixty (60) days after receipt of notice of any alleged deficiency to cure same by providing additional information to Grantor, to the commercially

reasonable satisfaction of the Grantor. If thereafter Grantee is not responsive to Grantor's last communication within a reasonable time, Grantor may pay that portion of the request which is not in dispute and deny the remainder of the request. (vi) Grantor shall have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project incurred by Grantee.

3. Grant Funds Not Expended. If by the Metric Evaluation Date Grantee has not submitted any reimbursement requests in accordance with this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds.

4. Agreement Deadlines and Term.

(a) Project Completion. Grantee shall complete the Project not later than the Metric Evaluation Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the Metric Evaluation Date, Grantee must request an extension of time to complete the Project at least sixty (60) days before the scheduled Metric Evaluation Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.

(b) Term of Agreement. This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the Metric Expiration Date set forth on the first page of this Agreement, unless it is terminated earlier by mutual agreement or as provided in Section 9 (collectively, the "**Term**"). Grantee acknowledges that the Term extends beyond the Metric Evaluation Date for purposes of reporting by Grantee and monitoring by Grantor of the results of the award of Grant Funds.

5. Metrics and Maintenance of Operations. Grantor has approved an award of financial assistance to Grantee to induce Grantee to undertake and complete the Project with the goal of attracting and retaining business opportunities for the State of Ohio that create and/or retain a significant number of jobs for Ohioans. Accordingly, achieving Grantee's Metric Commitment obligations at the Project site during the Term are essential terms of this Agreement.

(a) Metric Commitment. Grantee must attain all Metric Commitments set forth on the first page of this Agreement no later than the Metric Evaluation Date, unless otherwise changed in accordance with this Agreement. Once Metric Commitments have been met, Grantee shall maintain such Metric Commitments through the Metric Expiration Date. Grantor has the discretion to determine compliance.

(b) Notice of Change. If Grantee intends to reduce the Metric Commitments at the Project site, Grantee shall give Grantor prior written notice of such intended actions unless Grantee is prohibited by applicable law from giving such notice. If prior notice is prohibited, Grantee shall notify Grantor in the most expeditious manner possible at the time such intended actions are implemented.

(c) Remedy. If Grantee fails to satisfy its obligations under Section 5(a) or Section 6(b) during the Term, Grantee is in default of this Agreement and Grantor may seek the remedies provided to Grantor under section 9 of this Agreement. Notwithstanding, Grantor has the discretion to waive non-compliance if, in writing, Grantee submits to Grantor a description of **Market Conditions and Other Factors** regarding Grantee and its operations at the Project site. Grantor will review and consider such Market Conditions and Other Factors submitted and may waive repayment of all or a portion of the Grant Funds disbursed.

(d) Market Conditions and Other Factors. As used herein, "**Market Conditions and Other Factors**" include, without limitation: an overall decline in economic performance, as a whole or in Grantee's relevant sector, during the term of this Agreement, and any other information Grantor determines in its reasonable judgment to be relevant under the circumstances.

6. Reporting.

(a) Reimbursement Request. Grantee shall submit a reimbursement request in accordance with Section

2 of this Agreement and in the format required by Grantor with each request for reimbursement.

(b) Annual Reports. Grantee shall submit to Grantor an annual report in the format required by Grantor (the “**Annual Report**”). Each Annual Report shall provide information for the applicable reporting period detailing the progress of the Project as it relates to Project Accomplishment, including the status of required marketing efforts, and Total Project Investment as of December 31 of the previous calendar year. Annual Reports shall be submitted by Grantee for each calendar year (or part of a year) during the Term of this Agreement, and Grantor shall receive each Annual Report no later than March 1 following the calendar year covered by such Annual Report. Failure by Grantee to submit any Annual Report shall be a default for which Grantor may terminate this Agreement as set forth in Section 9.

(c) Other Reports. In addition, Grantee shall provide to Grantor such additional information and reports as Grantor may reasonably from time to time require to evaluate Grantee’s performance and the effectiveness of the award.

(d) Signature and Costs. The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign major contracts for work at the Project location on behalf of Grantee shall certify by his or her signature on each report required by this Section that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

7. Records Maintenance and Access.

(a) Maintenance of Records. Grantee shall establish and maintain for at least three (3) years after the Metric Expiration Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports and all other information pertaining to Grantee’s performance of its obligations under this Agreement. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) Inspection and Copying. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Grantee shall make available to Grantor and its agents all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee. Grantor and its agents may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 7(b) from Grantee’s other records of operation.

8. Representations and Warranties.

(a) Organization. Grantee is a special purpose local government organization, duly incorporated, validly existing, and in good standing under the laws of the State of Ohio, authorized to do business in the State of Ohio, and has power to carry on its business as it is presently being conducted, and to enter into and observe the provisions of this Agreement.

(b) Authority. The entering into and performance by Grantee of this Agreement and the execution and delivery of all instruments required under this Agreement have been authorized by all necessary corporate action and will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect and having applicability to Grantee or any provision of Grantee’s organizational documents, or result in a breach of or constitute a default under any indenture, bank loan, credit agreement or any other agreement or instrument to which Grantee is a party or by which it or its property may be bound or affected.

(c) Legal Actions. There are no legal actions, suits, or proceedings pending, or, to the knowledge of Grantee, threatened against Grantee before any court or arbitrator, or administrative agency, which, if determined adversely to Grantee, would have a material adverse effect on the financial condition or businesses of Grantee.

(d) Consents. Grantee's board of directors has authorized the execution and delivery of this Agreement. No other authorizations, consents or approvals, or any formal exceptions of any governmental body, regulatory authorities (federal, state or local) or mortgagor, creditor or third party is necessary to the valid execution and delivery by Grantee of this Agreement.

(e) Defaults. Grantee is not in default under this Agreement or under any other contract between Grantor and Grantee, nor is Grantee in default under any agreement between Grantee and the State of Ohio or any credit agreement under which funds are provided for the Project. Grantee is not in default of any obligation, covenant, or condition contained in any bond, debenture, note, or other evidence of indebtedness, or any mortgage or collateral instrument securing the same, related to the Project.

(f) Tax Liability. Grantee represents and warrants that Grantee has no unresolved and outstanding tax liabilities to the State of Ohio.

(g) Environmental Conditions. Grantee represents and warrants that it has no knowledge of any material undisclosed, unresolved and outstanding environmental liabilities on the Project site.

(h) Adherence to State and Federal Laws. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(i) Falsification of Information. Grantee represents and warrants that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds.

(j) Representations in the Application. Grantee represents and warrants that each of its statements, representations and warranties made in the Application submitted to Grantor for this Project were and remain true, accurate and complete as of the date of Grantee's execution of this Agreement.

9. Default and Remedies. Except to the extent that this Agreement or applicable law requires otherwise, the remedies set forth in this Section are the sole and exclusive remedies available upon a violation, default or Breach of this Agreement.

(a) Breach. Grantee shall be deemed to be in "Breach" of this Agreement if:

(i) any representation, warranty or other certification made by a Grantee to Grantor hereunder or in any other writing related to the Project or the Grant Funds is knowingly or intentionally false or misleading at the time made,

(ii) Grantee fails to comply with the Metric Commitment requirements set forth in Section 5 hereof;

- (iii) Grantee fails to timely comply with its reporting obligations under Section 6 hereof;
- (iv) Grantor has reason to believe grantee has ceased work at the Project Site;
- (v) Grantee is in default of any other agreement between Grantor and Grantee and such default continues beyond any applicable period of cure or grace;
- (vi) Grantee fails to substantially comply with any material provision of this Agreement, and such failure continues uncured for more than a reasonable period following delivery of notice to Grantee by Grantor describing such failure in reasonable detail, which period will not be less than thirty (30) days. During the cure period, Grantee shall only make expenditures of Grant Funds pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement;
- (vii) Grantee admits its inability to pay its debts as such debts become due;
- (viii) Grantee commences a voluntary bankruptcy; or
- (ix) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for sixty (60) days.

(b) Effect of Breach; Remedies. In the event of a Breach by Grantor, Grantee may pursue any legal or equitable remedies it may have under this Agreement or applicable law. In the event of a Breach by Grantee, Grantor may terminate this Agreement and may in addition exercise one or more of the following remedies:

- (i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
- (ii) Demand Repayment of Grant Funds. Grantor may demand repayment of all or a portion of Grant Funds disbursed. Grantee shall repay such Grant Funds within thirty (30) days after written demand by Grantor.
- (iii) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

(c) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

(d) Effects of Termination. Within sixty (60) days after termination of this Agreement for any reason, Grantee shall provide Grantor with a final report setting forth the Metric Commitments achieved by Grantee from the Effective Date through the date of termination, the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. This final report shall be signed and certified in the same manner as the reports required by Section 6 of this Agreement. This reporting obligation shall survive the termination of the Agreement.

(e) Grantor's Expenses. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

10. Indemnification. Grantee shall indemnify and hold harmless Grantor and its directors, members,

employees and agents from any and all liability, loss, claim, damage, cost and expense arising from or related to this Agreement, including, without limitation, any failure of any representation or warranty of Grantee to be correct in all respects and any performance or non-performance by Grantee, its directors, officers, employees, agents or affiliates of any obligations or activities under this Agreement or in furtherance of the Project. Grantee shall bear all costs associated with the defense of Grantor and its directors, members, employees and agents against any claim for which Grantee may be liable under this Section.

11. Notice. Except for reimbursement requests and Annual Reports, any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if either (a) by electronic transmission (including in Adobe PDF format); (b) mailed by first class certified or registered mail; or (c) sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

JobsOhio
41 South High Street
Suite 1500
Columbus, Ohio 43215
Attn: Donell Grubbs, General Counsel
grubbs@jobsohio.com

If to Grantee:

To the Grantee Contact and address as set forth on page one of this Agreement, or as set forth below:

12. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to, its validity, construction, effect and performance.

(b) Forum and Venue. Grantee irrevocably submits to the exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement. Grantee further agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

(c) Disclosure of Information. Grantee understands, consents and agrees, that Grantor may use and is required to report and disclose to third parties, including but not limited to the State of Ohio, this Agreement and the information contained therein, and the reports required by Section 6 of this Agreement and the information contained therein.

(d) Use of Grantee Name and Logos. Grantee understands, consents and agrees that Grantor may use and publish Grantee's name and company logo in promotional materials of Grantor, and Grantee hereby grants to Grantor a limited license to use and publish Grantee's name and logo only and expressly for those purposes. In addition, Grantee agrees that JobsOhio may (i) issue a press release following execution of this Agreement describing the Project, and (ii) refer to JobsOhio's role in providing the Grant Funds, as well as the identity of the Grantee, on its internet site, social media channels or in marketing materials, press releases, published "tombstone" announcements or any other print or electronic medium, and (iii) display Grantee's corporate logo in conjunction with any such reference, in each case, only after providing Grantee with a reasonable opportunity to review and provide comments to

the same and after receipt of Grantee's written consent thereto, such consent not to be unreasonably withheld, delayed or conditioned.

(d) Entire Agreement. This Agreement constitutes the legal, valid, and binding obligation of the parties. This Agreement and all documents incorporated by reference herein, together constitute the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(e) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(f) Amendments. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.

(g) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

(h) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(i) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

(j) Assignment. Neither this Agreement nor any of the rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(k) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(l) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

[Signature page to follow.]

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures, effective as of the Effective Date:

Grantee:
**Montgomery County Transportation
Improvement District,**
an Ohio special purpose local government
organization

Grantor:
JobsOhio,
an Ohio non-profit corporation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

<u>Parcel Number</u>	<u>Parcel ID</u>	<u>Parcel Number</u>	<u>Parcel ID</u>
1	A01100106 0039	30	A01 00106 0037
2	A01 00106 0039	31	A01 00106 0035
3	A01100106 0033	32	A01 00106 0014
4	A01 00106 0033	33	A01 00106 0027
5	A01100106 0036	34	A01 00106 0043
6	A01 00106 0036	35	B02 01015 0014
7	A01100106 0030	36	B02 01015 0015
8	A01 00106 0030	37	A01 00106 0067
9	A01100106 0031	38	A01 00106 0010
10	A01 00106 0031	39	A01 00106 0066
11	A01100106 0034	40	A01 00106 0011
12	A01 00106 0034	41	A01 00106 0017
13	A01100106 0032	42	B02 01015 0037
14	A01 00106 0032	43	B02 01015 0037
15	A01100106 0016	44	B02 01015 0001
16	A01 00106 0016;	45	B02 01015 0034
17	A01100106 0026	46	B02 01015 0042
18	A01100106 0053	47	B02 01015 0040
19	A01 00106 0053	48	B02 01015 0031
20	A01 00216 0025	49	B02 01015 0030
21	R72717413 0001	50	B02 51450 0027
22	A01 00216 0026	51	B02 01015 0045
23	B02 01015 0004	52	B02 01015 0019
24	R72717413 0001	53	B02 01013 0004
25	B02 01015 0005	54	A01 00106 0008
26	A01100106 0028	55	A01 00106 0077
27	A01 00106 0028	56	R72717413 0016
28	A01 00106 0012	57	R72717413 0015
29	A01 00106 0013	58	R72717413 0013

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2020-108

***RESOLUTION APPROVING PROJECT MANAGEMENT AND FINANCING AGREEMENT WITH THE
FIVE RIVERS METROPARKS DISTRICT AND MONTGOMERY COUNTY
FOR THE IDENTIFICATION AND ACQUISITION OF REAL PROPERTY TO ENHANCE
RECREATIONAL OPPORTUNITIES FOR MONTGOMERY COUNTY CITIZENS***

WHEREAS, the Board of County Commissioners of Montgomery County, Ohio (the “County”) recognizes that the availability of diverse and high-quality recreational facilities is important to the health and welfare of Montgomery County residents; and

WHEREAS, the County has successfully worked in the past with the Five Rivers MetroParks District (“Five Rivers”) and the Montgomery County Transportation Improvement District (the “TID”) to finance the acquisition and development of real property for recreational use; and

WHEREAS, the County desires to engage and collaborate with Five Rivers and the TID to finance the acquisition of real property that will further enhance recreational opportunities for the citizens of Montgomery County.

WHEREAS, the Executive Director now recommends the Board enter into a Project Management and Financing Agreement with Montgomery County and Five Rivers MetroParks to collaboratively identify and finance the acquisition of real property for recreational use.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Montgomery County Transportation Improvement District that the attached Phase 1 Project Management and Financing Agreement with the Five Rivers MetroParks District and Montgomery County for the acquisition of real property to enhance recreational opportunities for Montgomery County residents be and is hereby approved.

BE IT FURTHER RESOLVED, by the Board that copies of this resolution be provided to Five Rivers and the TID.

Adopted the 14th day of December, 2020.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____

Secretary/Treasurer

PROJECT MANAGEMENT AND FINANCING AGREEMENT

THIS PROJECT MANAGEMENT AND FINANCING AGREEMENT (this “**Agreement**”) is made and entered into as of the ___ day of _____, 2020 (the “**Effective Date**”), by and between **FIVE RIVERS METROPARKS**, a body politic and corporate organized under Chapter 1545 of the Ohio Revised Code, (“**Five Rivers**”), the **MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT**, a transportation district and body corporate and politic duly organized and validly existing under the laws of the State of Ohio (the “**TID**”), and the **BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO** (the “**County**”) (Five Rivers, the TID, and the County are sometimes referred to herein individually as “**Party**” and collectively as “**Parties**”), under the following circumstances:

- A. The Parties desire to work collaboratively to identify and acquire additional properties for recreational use in order to enhance recreational opportunities and facilities for the citizens of Montgomery County (the “**Project**”);
- B. The TID has successfully assisted the County and Five Rivers with a number of public infrastructure and recreational projects in the past;
- C. The County has now requested that the TID assist with this Project and to partner with Five Rivers, as the Parties anticipate that the Project may involve the acquisition of property for the extension of the region’s multi-use recreational trail system;
- D. Pursuant to Section 1545.11 of the Ohio Revised Code, Five Rivers is empowered to acquire lands for the creation of parks, parkways, forest reservations, and other reservations, whether by gift, devise, or purchase, and Five Rivers may accept donations of money or other property in connection with the foregoing;
- E. Pursuant to Section 307.281 of the Ohio Revised Code, the County may make contributions of money and other personal property or services for the benefit of Five Rivers for the expenses of park planning, acquisition, management, and improvement; and
- F. The Parties desire to support the Project by entering into this Agreement to set forth in more detail each of their respective obligations with respect to the Project, and, therefore, the County, Five Rivers, and the TID, acting pursuant to Resolution No. _____ adopted by its Board of Trustees on _____, 2020, have each authorized the execution of this Agreement.

NOW THEREFORE, in consideration of the above, and based upon the mutual promises contained below, the Parties agree as follows:

1. **The Project.**

A. *Generally.* The Parties hereby agree to cooperate to develop and implement the Project as set forth in this Agreement. The Parties acknowledge that the

Project will comprise two phases: the planning and funding reserve phase (“**Phase I**”) and the implementation phase (“**Phase II**”).

B. *Phase I.* During Phase I, the Parties will identify properties for the Project, cooperate to develop a budget and schedule for the Project, develop a plan to implement Phase II, and identify available third party funding sources (collectively, the “**Phase I Tasks**”). The Parties acknowledge that the establishment of a funding reserve is necessary to assure third party grant sources that sufficient funding will be available for a local match component. As such, the County agrees to make a payment to the TID upon the execution of this Agreement in the amount of \$400,000 to establish a reserve to be utilized in connection with the implementation of Phase II (the “**Funding Reserve**”). The TID will hold the Funding Reserve to be used exclusively for the purposes set forth in the Phase II Addendum (as defined below), if any. In the event the Parties do not mutually agree in writing regarding the disposition of the Funding Reserve before December 31, 2021, the TID will return the Funding Reserve to the County.

C. *Phase II.* Phase II may include the acquisition of one or more properties for the Project. If the Parties proceed to Phase II, the Parties will use their best efforts to complete Phase II by December 31, 2021, or a date otherwise agreed to in writing by the Parties. The Parties will only proceed to Phase II upon written confirmation from each Party it desires to proceed to Phase II. If the Parties elect to proceed to Phase II, the Parties will enter into an addendum to this Agreement (the “**Phase II Addendum**”) that will set forth the Parties’ respective rights and obligations with respect to Phase II of the Project, including without limitation the Parties’ obligations to fund Phase II (which will include the disposition of the Funding Reserve). For purposes of clarity, no Party is committing to proceed to Phase II or provide funding in connection with Phase II by entering into this Agreement.

2. **Phase I Budget and TID Phase I Management Fee.**

A. In addition to the Funding Reserve, the County will make a payment of \$25,000 to the TID upon the execution of this Agreement (the “**Phase I Budget**”). The TID will use the Phase I Budget solely to pay for Third Party Services and Costs (as defined in Section 3.B.(ii) below) related to Phase I. The County acknowledges that the Phase I Budget includes the TID’s out-of-pocket costs related the Project incurred prior to the Effective Date.

B. The County hereby also agrees to pay the TID an amount equal to \$10,000 (the “**TID Phase I Management Fee**”) upon the execution of this Agreement for the TID’s performance of Phase I Tasks and TID Management Services on behalf of the County as defined below in Section 3.B.

3. **Specific Phase I Provisions.**

A. *Effective Date and Termination.* Phase I will begin on the Effective Date and will terminate upon the earlier of: (i) _____; or (ii) the date, if any, that the Parties enter into a Phase II Addendum.

B. *Specific TID Management Services.* During Phase I the TID will provide project planning, project coordination, strategy development, and project supervision services on behalf of Montgomery County for Phase I (the “**TID Management Services**”). The TID Management Services will include:

(i) Project Supervision. The TID will represent the County in all activities related to Phase I. The TID will work with Five Rivers to ensure completion of Phase I and compliance with the terms of this Agreement.

(ii) Payments. The TID will pay all invoices for services accomplishing Phase I Tasks, including, but not limited to appraisal services and out-of-pocket project costs specifically related to the accomplishment of the Project (the “**Third Party Services and Costs**”) so long as such Third Party Services and Costs are satisfactory and such invoices are within the Phase I Budget. The TID will apprise the other Parties of the progress of Phase I as compared to the Phase I Budget at Progress Meetings (as described in Section 5 below) and will provide the other Parties on a timely basis such supporting information as reasonably requested.

4. **TID Payment Obligations.** Notwithstanding any provision of this Agreement, it is understood and agreed that the TID will have no pecuniary obligations under this Agreement or any related agreement and no obligation of the TID hereunder or thereunder will constitute a general debt or a pledge of the general credit of the TID.

5. **Progress Meetings.** During the course of the Project, the Parties agree to meet upon the written request of a Party to discuss the progress of the Project (the “**Progress Meetings**”). In addition to the foregoing, the TID may periodically submit information updates to the other Parties 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.

6. **Notices.** All notices hereunder will be in writing and will be deemed to have been duly given if delivered by hand or mailed by certified mail, postage prepaid and addressed as follows:

If to Five Rivers: Five Rivers MetroParks
409 E. Monument Ave, 3rd Floor
Dayton, Ohio 45402
Attention: Chief of Planning and Projects

If to the TID: Montgomery County Transportation
Improvement District
451 W. Third St., 10th Floor
Dayton, Ohio 45422
Attention: Executive Director

If to the County: Board of County Commissioners of

Montgomery County, Ohio
451 W. Third St.
Dayton, Ohio 45422
Attention: County Administrator

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications will be sent.

7. **Disclaimer of Warranties/Limitation of Liability.** THE COUNTY AND FIVE RIVERS AGREE THAT THE TID DOES NOT GUARANTEE OR WARRANT THE SERVICES PROVIDED BY THE TID HEREUNDER OR THE COMPLETION OF THE PROJECT. ALL TID SERVICES ARE PROVIDED ON AN “AS IS” BASIS. THE TID 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. NOTHING CONTAINED HEREIN SHALL RELEASE THE TID FROM LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BUT IN NO EVENT WILL THE TID BE LIABLE OR RESPONSIBLE TO THE COUNTY OR FIVE RIVERS FOR ANY TYPE OF INCIDENTAL, PUNITIVE, 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 TID’S TOTAL LIABILITY HEREUNDER EXCEED THE FEES (NOT INCLUDING ANY FEES PAID TO THE TID TO REIMBURSE THE TID FOR EXPENSES INCURRED BY THE TID, INCLUDING WITHOUT LIMITATION UNDER ANY THIRD PARTY CONTRACT) ACTUALLY COLLECTED BY THE TID FROM THE OTHER PARTIES HEREUNDER; PROVIDED THAT THE FOREGOING SHALL NOT APPLY TO THIRD PARTY CLAIMS AGAINST THE COUNTY OR FIVE RIVERS TO THE EXTENT RELATED TO PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY THE NEGLIGENT ACT OR OMISSION OF THE TID.

8. **Assignment and Binding Nature.** This Agreement may not be assigned without the prior written consent of the non-assigning Parties. The provisions of this Agreement will be binding upon the successors and permitted assigns of the Parties.

9. **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 will not affect any other provision, covenant, obligation or agreement, each of which will be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability will not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement will be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

10. **Construction and Interpretation.** No Party will be deemed to be the draftsman of this Agreement, and it will not be interpreted or construed in favor of or against any Party. Words in the singular will include the plural, and vice versa, and words in the masculine will include the feminine and/or neuter, and vice versa, where the context so requires for a reasonable interpretation of this Agreement.

11. **Powers.** The County hereby grants the TID the right to exercise the County's powers in connection with the TID's activities in support of the Project pursuant to Section 715.02 of the Ohio Revised Code. In addition, the Director of the Montgomery County Office of Community and Economic Development (the "**Director**") hereby provides for the TID to exercise certain of the Directors' functions pursuant to Section 307.07 of the Ohio Revised Code. The TID will only exercise such powers as are necessary to accomplish the specific objectives of the Project. The County and the Director agree to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to effectuate the foregoing delegation of authority.

12. **Miscellaneous.** Each of the Parties agrees to comply with all applicable Federal, State and local laws, rules, orders and regulations in performing its obligations hereunder. This Agreement may only be amended by written instrument executed by the Parties. All covenants, obligations and agreements of the Parties contained in this Agreement will be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement will 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 governing body of any Party, and Party official executing this Agreement, will 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 will 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 will be governed by and construed in accordance with the laws of the State of Ohio.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement via their duly authorized representatives effective as of the Effective Date.

**Signed and acknowledged
in the presence of:**

**BOARD OF COUNTY COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO**

Witness

By: _____
Deborah A. Lieberman, Commissioner

Witness

By: _____
Judy Dodge, Commissioner

Witness

By: _____
Carolyn Rice, Commissioner

OR

Witness

By: _____
Michael B. Colbert, County Administrator

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT**

By: _____
Steven B. Stanley, Executive Director

FIVE RIVERS METROPARKS

By: _____
Rebecca A. Benná, Executive Director

**APPROVED AS TO FORM BY: MATHIAS H. HECK, JR.
PROSECUTING ATTORNEY OF MONTGOMERY COUNTY, OHIO**

By: _____
Name: _____
Title: _____

**MONTGOMERY COUNTY
OFFICE OF ECONOMIC AND
COMMUNITY DEVELOPMENT**
(for purposes of Section 11)

By: _____

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2020-109

***RESOLUTION APPROVING 2021 ELECTION OF OFFICERS OF THE BOARD OF TRUSTEES OF
THE MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT***

WHEREAS, the Board of Trustees of the Montgomery County Transportation Improvement District (TID) did meet in regular session on December 14, 2020; and

WHEREAS, the Board agreed to elect the following Board members as Officers for calendar year 2021:

Chairperson - Art Meyer
Vice Chairperson – Stephanie Singer
Secretary/Treasurer – Tom Tatham

BE IT THEREFORE RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that Art Meyer - Chairperson, Stephanie Singer – Vice Chairperson, and Tom Tatham - Secretary/Treasurer will serve as Officers of the Montgomery County TID Board for 2021.

BE IT FURTHER RESOLVED copies of this resolution be provided to the TID Secretary-Treasurer, the Executive Director, and the TID’s General Counsel.

Adopted the 14th day of December, 2020.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2020-110

***RESOLUTION APPROVING MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT
DISTRICT 2021 BOARD MEETING CALENDAR***

WHEREAS, the Board of Trustees of the Montgomery County Transportation Improvement District (TID) did meet in regular session on December 14, 2020; and

WHEREAS, the 2021 Montgomery County TID Board Meetings dates are:

January 11
February 8
March 8
April 12
May 10
June 14
July 12
August 9
September 13
October 4
November 8
December 13

WHEREAS, the Board approved Resolution 2020-28 to conduct Electronic Meetings under the Law for the protection of all persons employed by or doing business with the TID as declared by the Governor of the State of Ohio signed Executive Order 2020-01D declaring a state of emergency related to Covid-19; and

WHEREAS, the Montgomery County TID Board Meetings will be held at 2:00 P.M., as Electronic Meetings by Executive Order 2020-01D, and when permissible, in person meeting locations to be in Room 1002, 10th Floor, Montgomery County Administration Building.

BE IT THEREFORE RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached schedule of 2021 Montgomery County TID Board Meeting Dates be and is hereby approved.

BE IT FURTHER RESOLVED by the Board that copies of the meeting schedule be distributed to all local governments in Montgomery County, all local news and media organizations, and other parties that have expressed an interest in the conduct of the TID's business.

Adopted the 14th day of December, 2020.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____

Secretary/Treasurer