



**BOARD OF TRUSTEES MEETING**  
THURSDAY – FEBRUARY 13, 2025 – 9:30 A.M.  
MONTGOMERY COUNTY ADMINISTRATION BUILDING  
10<sup>TH</sup> FLOOR MEETING ROOM - 1002

**BUSINESS MEETING**

			<b><u>PKT</u></b>
			<b><u>PG</u></b>
<b>Resolution</b>	<b>2025-11</b>	Minutes: January 9, 2025 Meeting	2
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**BENCHWOOD STATION IMPROVEMENT PROJECT**

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<b>Resolution</b>	<b>2025-16</b>	City of Riverside Project Management & Financing Agreement	43
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**PUBLIC COMMENT**

**EXECUTIVE SESSION**

**ADJOURN**

**NEXT MEETING**

Thursday, March 13, 2025 @ 9:30 A.M.  
Montgomery County Administration Building  
10<sup>th</sup> Floor Meeting Room - 1002

**MONTGOMERY COUNTY  
TRANSPORTATION IMPROVEMENT DISTRICT**

**RESOLUTION NUMBER 2025-11**

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**RESOLUTION APPROVING THE MINUTES  
OF THE REGULAR BOARD MEETING OF JANUARY 9, 2025  
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 February 13, 2025; and

**WHEREAS**, the TID Board has reviewed the minutes of the January 9, 2025, meeting and found them, as prepared, to be a full and accurate account of the 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 January 9, 2025, are hereby approved as prepared and appended to this resolution.

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

Adopted the 13th day of February, 2025.

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Chairperson, Montgomery County Transportation Improvement District

Attest: \_\_\_\_\_  
Secretary/Treasurer



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**MINUTES OF THE JANUARY 9, 2025 BOARD MEETING**

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The two hundred and eighty-eighth meeting of the Montgomery County Transportation Improvement District ("TID") Board of Trustees convened in Room 1002 on the 10th Floor of the Montgomery County Administration Building in Dayton, Ohio on January 9, 2025.

Mr. Hibner called the meeting to order at 9:31 AM.

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**VOTING BOARD**

Walt Hibner  
Suzanne Beck  
Rob Beeler  
Dave Bills

**EXCUSED ABSENCE**

Stephanie Keinath

**STAFF**

Vanessa Glotfelter, Executive Director  
Sam Morton, Project Director  
Veronica Hull, Manager of Support Services  
Mike Eddy, Project Manager  
Sean Fraunfelter, Finance Director  
Nick Endsley, General Counsel

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**OTHERS IN ATTENDANCE**

Tawana Jones, Montgomery Co. Econ. Dev.  
Andy Shahan, Montgomery Co. Engineer  
Jay Hamilton, Mead + Hunt

Nick Yerezian, Kleingers  
Nathan Fischer, Woolpert, Inc.  
Penny Rike, E.L. Robinson Engineering

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**Business Meeting****■ Minutes of November 14, 2024 {Resolution 2025-01}**

Mr. Hibner referred the Board to Resolution 2025-01 and the minutes of the November 14, 2024, TID Board of Trustees meetings, copies of which were included in the Board Packet.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-01, approving the minutes of November 14, 2024, as presented, was moved by Ms. Beck, seconded by Mr. Bills, and unanimously approved.

**■ Financial Report: November 2024 & December 2024 {Resolution 2025-02}**

Mr. Hibner referred the Board to Resolution 2025-02 and the Financial Reports for November 2024 and December 2024, copies of which were included in the Board Packet.

**November 2024 Financial Reports:**

Mr. Fraunfelter highlighted the following items in the November 2024 Financial Report:

- (1) Operating Fund (#700) on Packet Page 10 and the computers expenditure of \$5,395.96 for replacement of TID Staff computers.
- (2) Austin Road Fund (#702) on Packet Page 11 and the receipt of \$677,834.38 of the debt service payment for the Austin Phase II Project.
- (3) 725/741 Development Fund (#703) on Packet Page 20 and the receipt of \$132,609.69 of the debt service payment for the Vienna Parkway Project.

- (4) I-70/75 Development Fund (#707) on Packet Pages 23 and 25 and noted the following:
- (a) The receipt of the City of Union’s Tax Increment Financing (“TIF”) funds from the Montgomery County Auditor’s Second Half Property Tax Settlement in the amount of \$935,476.31. He noted the corresponding debt service payments to the Dayton-Montgomery County Port Authority in the amount of \$48,419.15 and the Ohio Department of Transportation (“ODOT”) State Infrastructure Bank (“SIB”) Loan in the amount of \$735,893.28; and
  - (b) The receipt of \$200,260.00 from the City of Union for the Wastewater Treatment Phase 2 Project and the corresponding expenditure for construction.
- (5) Miamisburg Downtown Projects Fund (#712) on Packet Page 40 and the receipt of \$1,300,966.12 from the City of Miamisburg for the Sycamore Trails Project and the corresponding expenditure for construction.

**December 2024 Financial Reports:**

Mr. Fraunfelter highlighted the following items in the December 2024 Financial Report:

- (1) Operating Fund (#700) on Packet Page 47 and the reallocation of the TID management fee for the Benchwood Station Improvement Project in the amount of \$239,221.00. He explained that the funds were received from Butler Township and remained under the Project Fund as cash flow until substantial completion of construction.
- (2) I-70/75 Development Fund (#707) on Packet Pages 60 and 61 and noted the following:
  - (a) The receipt of \$1,952,685.09 for construction of the Benchwood Station Improvement Project;
  - (b) The receipt of \$366,064.37 from the City Union for reimbursements related to the ODOT SIB Loan. He explained the funds were applied to multiple projects for the City of Union under the 2021 Union Projects Agreement;
  - (c) The corresponding expenditure of \$239,221.00 is related to the reallocation of the TID management fee for the Benchwood Station Project; and
  - (d) The expenditure of \$41,987.24 was reimbursement to the City of Union from the TIF revenues being held by TID in connection with Project Walnut and the Proctor & Gamble’s Dayton Mixing Center.
- (3) Miamisburg Downtown Projects Fund (#712) on Packet Page 78 and the receipt of \$479,853.18 from the City of Miamisburg for the Sycamore Trails Project associated to the corresponding expenditure for construction.
- (4) The bank reconciliation summary on Packet Page 81 and noted the unrestricted cash balance of \$1,928,710.24 as of December 31, 2024, and the year-to-date receipt of \$624,154.00 of TID management fees and when you add in the Supplemental Contribution of \$300,000.00 from Montgomery County our total is \$924,154.00.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-02, approving the November 2024 and December 2024 Financial Reports, as presented, was moved by Mr. Beeler, seconded by Ms. Beck, and unanimously approved.

**■ Bills & Expenses: November 2024 and December 2024 {Resolution 2025-03}**

Mr. Hibner referred the Board to Resolution 2025-03 and the summary of bills and expenses for November 2024 and December 2024, copies of which were included in the Board Packet.

Ms. Glotfelter highlighted expenditures from November and December 2024 authorized by the TID staff, identified routine project expenses, and recommended approval.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-03, approving the payment of bills and expenses for November 2024 and December 2024, as presented, was moved by Mr. Bills, seconded by Mr. Beeler, and unanimously approved.

**■ Razor Professional Services Agreement Modification {Resolution 2025-04}**

**■ Request for Qualifications-Public Relations, Communications, and Marketing Services {Resolution 2025-05}**

Mr. Hibner referred the Board to (1) Resolution 2025-04 authorizing the extension of the 2023 Professional Services Agreement (“PSA”) with Razor, and (2) Resolution 2025-05 authorizing Requests for Qualifications (“RFQ”) for Public Relations, Communications, and Marketing Services, copies of which were included in the Board Packet.

Ms. Glotfelter reminded the Board that they had approved a 2023 PSA with Razor for their continued engagement of services for the development of communications, strategy, and outreach support as needed in an amount not to exceed \$66,354.00. She requested an extension of the terms of the agreement through March 31, 2025. And explained that during this extension of terms the TID would solicit RFQ’s from public relations, communications, and marketing firms.

Following discussion and response to Board questions and comments, adoption of (1) Resolution 2025-04, approving Modification 2 of the 2023 Professional Services Agreement with Razor through March 31, 2025 for an amount not to exceed \$66,354.00 for the combination of 2023, 2024 and through March 31,2025, for continued overall strategic communications and support for certain projects and further enhancements to the TID website, and (2) Resolution 2025-05, authorizing the Executive Director to solicit and accept submittals from qualified firms for public relations, communications, and marketing services, as presented, was moved by Mr. Beeler, seconded by Mr. Bills, and unanimously approved.

**Benchwood Station Improvement Project**

**■ Brumbaugh Construction, Inc. Change Order {Resolution 2025-06}**

Mr. Hibner referred the Board to Resolution 2025-06, approving Brumbaugh Construction, Inc. for Change Order #8 for the Benchwood Station Improvement Project, copies of which were included in the Board Packet.

Mr. Eddy provided a brief overview of Change Order #8, stating Butler Township had reviewed, and he recommended approval.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-06, approving Change Order #8 for purchase and installation of signpost caps in the amount of \$3,644.17, for a total contract increase amount not to exceed \$5,427,750.36 with Brumbaugh Construction for the Benchwood Station Improvement Project, as presented, was moved by Ms. Beck, seconded by Mr. Beeler, and unanimously approved.

## **Frederick Pike and Old Springfield Road Intersection Project**

### **■ Planning & Engineering Services Consultant Selection {Resolution 2025-07}**

Mr. Hibner referred the Board to Resolution 2025-07, authorizing the selection of Arcadis U.S., Inc. (“Arcadis”) for planning and engineering services for the Frederick Pike and Old Springfield Road Intersection Project, MOT-CR-168-08.71, included in the Board Packet.

Mr. Morton reminded the Board they had authorized the TID to pursue ODOT’s Procurement Process for Letters of Interest (“LOI”) for planning and engineering services from prequalified consultants. He reported that the TID had received 8 LOI’s from prequalified consultants – American Structurepoint, Inc., Arcadis U.S., Inc., CESO, Inc., LJB, Inc., Mead & Hunt, Strand Associates, Inc., VS Engineering, and Woolpert. Mr. Morton explained that representatives from the TID and Montgomery County Engineer’s office reviewed, rated, and ranked the LOI’s and scored Arcadis U.S., Inc. as the highest ranked consultant.

Ms. Glotfelter added that the next step in the process would be to have a scoping meeting and the TID would be returning to the Board with a proposal and authorization to enter into an agreement with Arcadis.

Following discussion and responses to Board questions and comments, adoption of Resolution 2025-07, approving the selection of Arcadis U.S., Inc. for planning and engineering services for the Frederick Pike and Old Springfield Road Intersection Project, MOT-CR-168-08.71 and authorizing the Executive Director to negotiate an agreement for services which may be required under the funding terms of the TID’s funding agreement with ODOT, as presented, was moved by Ms. Beck, seconded by Mr. Beeler, and unanimously approved.

## **Sycamore Trails Project**

### **■ Double Jay Construction Change Order {Resolution 2025-08}**

Mr. Hibner referred the Board to Resolution 2025-08, approving Double Jay Construction for Change Order #10 for the Sycamore Trails Project, copies of which were included in the Board Packet.

Mr. Eddy provided a brief overview of Change Order #10, stating the City of Miamisburg had reviewed, and he recommended approval.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-08, approving Change Order #10 for installation of cantilever shelters in the amount of \$6,900.00, for a total contract price of \$7,966,520.45 with Double Jay Construction for the Sycamore Trails Project, as presented, was moved by Ms. Beck, seconded by Mr. Beeler, and unanimously approved.

## **Woodman Phase 4 Project**

### **■ Woolpert Professional Services Agreement Modification {Resolution 2025-09}**

Mr. Hibner referred the Board to Resolution 2025-10, accepting Woolpert’s proposal of the Safe Streets for All (“SS4A”) Action plan for a modification to their PSA for the Woodman Phase 4 Project, copies of which were included in the Board Packet.

Ms. Glotfelter reminded the Board that the TID had entered into a Project Management & Financing Agreement with the City of Riverside for the Woodman Phase 4 Project and a subsequent PSA with Woolpert for engineering and planning services for the purpose of obtaining a SS4A Grant. She provided a brief overview of the proposal and Modification 1, stating the City of Riverside had reviewed, and she recommended approval.

Following discussion and response to Board questions and comments, adoption of Resolution 2024-09, accepting Woolpert’s proposal dated January 6, 2025 and authorizing Modification 1 to the Professional Services Agreement dated November 11, 2023 for refinement of conceptual layouts and construction limit concepts in the base amount of \$384,135.00 with an if-authorized amount of \$80,000.00, increasing the total agreement amount not to exceed \$875,000.00 for the Woodman Phase 4 Project, as presented, was moved by Mr. Bills, seconded by Ms. Beck, and unanimously approved.

**Public Comments**

No public comments were offered.

**Next Meeting**

Mr. Hibner confirmed that the next regularly scheduled Montgomery County TID Board meeting would be held in Room 1002 on the 10th floor of the Montgomery County Administration Building on Thursday, February 13, 2025, at 9:30 AM.

**Executive Session**

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

Mr. Endsley explained that an executive session would be necessary to (1) consider negotiations with other political subdivisions respecting requests for economic development assistance involving public infrastructure improvements directly related to economic development projects, and (2) discuss and consider personnel matters.

Ms. Beck moved that the Board recess to executive session for the purposes indicated by Mr. Endsley. Mr. Bills seconded the motion. Mr. Bills voted for the motion. Mr. Hibner voted for the motion. Ms. Beck voted for the motion. Mr. Beeler voted for the motion.

The Board recessed to executive session at 9:59 AM. Mr. Endsley, Ms. Glotfelter, and Mr. Morton joined the Board in executive session.

The Board returned to open session. Upon returning to open session, the Board adopted the following:

**City of Union Engagement of Steven Stanley {Resolution 2025-10}**

Upon a motion made by Ms. Beck, and seconded by Mr. Bills, the Board unanimously approved the following:

**RESOLVED**, that (1) Mr. Stanley has shown that his work on behalf of the City of Union in connection with the Engagement will help the TID, and (2) reviewed the Engagement and determined that Mr. Stanley’s actions with the City of Union would serve the interests of the TID.

**FURTHER RESOLVED**, that to the fullest extent not prohibited by law, approves the Engagement and waives any claim it may have as of the date hereof related to the Engagement, to the extent in conflict with applicable law, including without limitation Section 102.03 of the Ohio Revised Code.

**Adjourn**

With no further business, the meeting was adjourned at 10:28 AM.

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Suzanne Beck, Secretary-Treasurer

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02/13/2025  
Date

**MONTGOMERY COUNTY  
TRANSPORTATION IMPROVEMENT DISTRICT**

**RESOLUTION NUMBER 2025-12**

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**RESOLUTION APPROVING  
JANUARY 2025 FINANCIAL REPORTS**

**WHEREAS**, the Finance Director of the Montgomery County Transportation Improvement District (“TID”) presented reports concerning the financial condition of the TID through January 31, 2025 to the Board of Trustees of the TID during the Board’s meeting on February 13, 2025; 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 January 31, 2025, be and are hereby approved as prepared and appended to this resolution.

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

Adopted the 13th day of February, 2025.

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Chairperson, Montgomery County Transportation Improvement District

Attest:

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Secretary/Treasurer



**700 - Operating Fund**

For 1/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 01/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<b>Revenues</b>					
4131.001.00 County Shared Services	300,000	0.00	0.00	0.00	(300,000.00)
4510.000.00 Interest On Cash Balances	50,000	14,916.21	0.00	14,916.21	(35,083.79)
4600.000.00 Charges For Service	116,000	0.00	0.00	0.00	(116,000.00)
4600.024.00 Union Development Fee	0	4,000.00	0.00	4,000.00	4,000.00
4600.043.00 Sycamore Trails	184,000	0.00	0.00	0.00	(184,000.00)
<b>Total Revenues</b>	<b>650,000</b>	<b>18,916.21</b>	<b>0.00</b>	<b>18,916.21</b>	<b>(631,083.79)</b>
<b>Expenditures (All non-capitalized costs)</b>					
7110.010.00 Wages	450,000	32,052.08	0.00	32,052.08	417,947.92
7110.030.00 Bonuses	0	20,000.00	0.00	20,000.00	(20,000.00)
7120.000.00 PERS	55,000	6,627.83	0.00	6,627.83	48,372.17
7130.000.00 Workers Compensation	4,000	856.57	0.00	856.57	3,143.43
7140.000.00 Medicare	6,000	743.66	0.00	743.66	5,256.34
7150.000.00 Health Insurance	120,000	14,535.00	0.00	14,535.00	105,465.00
7151.000.00 Dental Insurance	0	197.54	0.00	197.54	(197.54)
7160.000.00 Disability Insurance	9,000	337.03	0.00	337.03	8,662.97
7310.000.00 Contract Services	15,000	0.00	0.00	0.00	15,000.00
7310.021.00 Contract Services - Eddy (Unallocated)	35,000	850.00	0.00	850.00	34,150.00
7310.022.00 Contract Services - Eddy (Miamisburg)	0	550.00	0.00	550.00	(550.00)
7311.000.00 Internet	0	10.00	0.00	10.00	(10.00)
7312.000.00 Audit & Accounting	55,000	840.00	0.00	840.00	54,160.00
7312.001.00 Payroll Processing Charges	3,500	93.95	0.00	93.95	3,406.05
7315.000.00 Internet Service	0	562.00	0.00	562.00	(562.00)
7320.000.00 Legal Expenses	50,000	0.00	0.00	0.00	50,000.00
7330.007.00 Web Page Expenses	3,500	0.00	0.00	0.00	3,500.00
7330.014.00 Public Relations	8,500	0.00	0.00	0.00	8,500.00
7510.000.00 Office Supplies	4,000	512.81	0.00	512.81	3,487.19
7510.003.00 Celluar Phone	0	300.00	0.00	300.00	(300.00)
7510.006.00 Postage	3,000	0.00	0.00	0.00	3,000.00
7510.010.00 Dues & Subscriptions	25,000	1,553.00	0.00	1,553.00	23,447.00
7510.011.00 Conference Room Rental	0	4,267.56	0.00	4,267.56	(4,267.56)
7510.012.00 Office Rent	9,000	0.00	0.00	0.00	9,000.00
7510.020.00 Miscellaneous Supplies	5,500	354.37	0.00	354.37	5,145.63
7520.000.00 Travel	20,000	0.00	0.00	0.00	20,000.00
7520.020.00 Milage Reimbursment	0	833.48	0.00	833.48	(833.48)
7520.030.00 Meals	0	262.62	0.00	262.62	(262.62)
7520.035.00 Parking	0	640.00	0.00	640.00	(640.00)
7920.000.00 Bank Service Charges	2,000	71.33	0.00	71.33	1,928.67
7930.000.00 Insurance	32,000	0.00	0.00	0.00	32,000.00
8110.000.00 Computers	5,000	0.00	0.00	0.00	5,000.00
8300.000.00 Other	25,000	0.00	0.00	0.00	25,000.00
<b>Total Expenditures</b>	<b>945,000</b>	<b>87,050.83</b>	<b>0.00</b>	<b>87,050.83</b>	<b>857,949.17</b>
<b>Excess Revenue Over (Under) Expenditures</b>	<b>(295,000)</b>	<b>(68,134.62)</b>	<b>0.00</b>	<b>(68,134.62)</b>	<b>226,865.38</b>

Montgomery County Transportation Improvement District  
 Statement of Activity - MTD and YTD by Fund Packet Page: 10

**702 - Austin Road**

For 1/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 01/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<b><u>Revenues</u></b>					
4111.004.13 Church Connector Federal Earmark	0	15,944.69	0.00	15,944.69	15,944.69
<b>Total Revenues</b>	<b>0</b>	<b>15,944.69</b>	<b>0.00</b>	<b>15,944.69</b>	<b>15,944.69</b>
<b><u>Expenditures (All non-capitalized costs)</u></b>					
5310.000.13 Engineering Services-Church Connector	0	15,944.69	0.00	15,944.69	(15,944.69)
5521.000.42 Inspection Services-Deer Valley	0	787.36	0.00	787.36	(787.36)
Total Expenditures	0	16,732.05	0.00	16,732.05	(16,732.05)
Excess Revenue Over (Under) Expenditures	0	(787.36)	0.00	(787.36)	(787.36)

**13 - Church Connector Road**

For 1/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 01/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<b><u>Revenues</u></b>					
4111.004.13 Church Connector Federal Earmark	0	15,944.69	0.00	15,944.69	15,944.69
<b>Total Revenues</b>	<b>0</b>	<b>15,944.69</b>	<b>0.00</b>	<b>15,944.69</b>	<b>15,944.69</b>
<b><u>Expenditures (All non-capitalized costs)</u></b>					
5310.000.13 Engineering Services-Church Connector	0	15,944.69	0.00	15,944.69	(15,944.69)
Total Expenditures	0	15,944.69	0.00	15,944.69	(15,944.69)
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

**42 - Deer Valley**

For 1/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 01/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<b><u>Revenues</u></b>					
<b>Total Revenues</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><u>Expenditures (All non-capitalized costs)</u></b>					
5521.000.42 Inspection Services-Deer Valley	0	787.36	0.00	787.36	(787.36)
Total Expenditures	0	787.36	0.00	787.36	(787.36)
Excess Revenue Over (Under) Expenditures	0	(787.36)	0.00	(787.36)	(787.36)

**707 - I70/75 Development**

For 1/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 01/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<b>Revenues</b>					
4110.001.32 SIB Draw - OSR/DL paid from code 32	0	7,470.00	0.00	7,470.00	7,470.00
4110.001.45 SIB Draw - OSR/DL paid from code 45	0	3,500.00	0.00	3,500.00	3,500.00
4110.001.54 SIB Draw - OSR/DL paid from code 54	0	13,333.04	0.00	13,333.04	13,333.04
4110.001.56 SIB Draw - OSR/DL paid from code 56	0	29,384.54	0.00	29,384.54	29,384.54
4110.003.51 City of Union Project Deposit	0	121,230.00	0.00	121,230.00	121,230.00
<b>Total Revenues</b>	<b>0</b>	<b>174,917.58</b>	<b>0.00</b>	<b>174,917.58</b>	<b>174,917.58</b>
<b>Expenditures (All non-capitalized costs)</b>					
5310.001.41 Engineering Services-OSR Curve	0	15,525.00	0.00	15,525.00	(15,525.00)
5310.001.56 Engineering Services-Ring Road Ph 1	0	16,693.50	0.00	16,693.50	(16,693.50)
5310.005.32 Engineering Services-Lightner/Peters	0	5,151.00	0.00	5,151.00	(5,151.00)
5330.000.56 Right Of Way - Ring Road Appraisal Svcs	0	5,500.00	0.00	5,500.00	(5,500.00)
5521.000.47 Inspection Svcs-Benchwood	0	53,672.50	0.00	53,672.50	(53,672.50)
5530.000.47 Construction-Benchwood Station	0	92,467.71	0.00	92,467.71	(92,467.71)
5530.008.51 Construction - Ph2 WWTP	0	121,230.00	0.00	121,230.00	(121,230.00)
<b>Total Expenditures</b>	<b>0</b>	<b>310,239.71</b>	<b>0.00</b>	<b>310,239.71</b>	<b>(310,239.71)</b>
<b>Excess Revenue Over (Under) Expenditures</b>	<b>0</b>	<b>(135,322.13)</b>	<b>0.00</b>	<b>(135,322.13)</b>	<b>(135,322.13)</b>

**32 - Lightner Road**

For 1/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 01/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<b><u>Revenues</u></b>					
4110.001.32 SIB Draw - OSR/DL paid from code 32	0	7,470.00	0.00	7,470.00	7,470.00
<b>Total Revenues</b>	<b>0</b>	<b>7,470.00</b>	<b>0.00</b>	<b>7,470.00</b>	<b>7,470.00</b>
<b><u>Expenditures (All non-capitalized costs)</u></b>					
5310.005.32 Engineering Services- Lightner/Peters	0	5,151.00	0.00	5,151.00	(5,151.00)
Total Expenditures	0	5,151.00	0.00	5,151.00	(5,151.00)
Excess Revenue Over (Under) Expenditures	0	2,319.00	0.00	2,319.00	2,319.00

**41 - Springfield-Peters Pike**

For 1/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 01/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<b><u>Revenues</u></b>					
<b>Total Revenues</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><u>Expenditures (All non-capitalized costs)</u></b>					
5310.001.41 Engineering Services-OSR Curve	0	15,525.00	0.00	15,525.00	(15,525.00)
Total Expenditures	0	15,525.00	0.00	15,525.00	(15,525.00)
Excess Revenue Over (Under) Expenditures	0	(15,525.00)	0.00	(15,525.00)	(15,525.00)

**45 - Union Airpark Blvd Ext**

For 1/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 01/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<b><u>Revenues</u></b>					
4110.001.45 SIB Draw - OSR/DL paid from code 45	0	3,500.00	0.00	3,500.00	3,500.00
<b>Total Revenues</b>	<b>0</b>	<b>3,500.00</b>	<b>0.00</b>	<b>3,500.00</b>	<b>3,500.00</b>
<b><u>Expenditures (All non-capitalized costs)</u></b>					
Total Expenditures	0	0.00	0.00	0.00	0.00
Excess Revenue Over (Under) Expenditures	0	3,500.00	0.00	3,500.00	3,500.00



**47 - Benchwood Station**

For 1/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 01/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<b><u>Revenues</u></b>					
<b>Total Revenues</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><u>Expenditures (All non-capitalized costs)</u></b>					
5521.000.47 Inspection Svcs-Benchwood	0	53,672.50	0.00	53,672.50	(53,672.50)
5530.000.47 Construction-Benchwood Station	0	92,467.71	0.00	92,467.71	(92,467.71)
<b>Total Expenditures</b>	<b>0</b>	<b>146,140.21</b>	<b>0.00</b>	<b>146,140.21</b>	<b>(146,140.21)</b>
<b>Excess Revenue Over (Under) Expenditures</b>	<b>0</b>	<b>(146,140.21)</b>	<b>0.00</b>	<b>(146,140.21)</b>	<b>(146,140.21)</b>

**51 - Wastewater Treatment Plant**

For 1/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 01/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<b>Revenues</b>					
4110.003.51 City of Union Project Deposit	0	121,230.00	0.00	121,230.00	121,230.00
<b>Total Revenues</b>	<b>0</b>	<b>121,230.00</b>	<b>0.00</b>	<b>121,230.00</b>	<b>121,230.00</b>
<b>Expenditures (All non-capitalized costs)</b>					
5530.008.51 Construction - Ph2 WWTP	0	121,230.00	0.00	121,230.00	(121,230.00)
Total Expenditures	0	121,230.00	0.00	121,230.00	(121,230.00)
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

**54 - Martindale Phase 2**

For 1/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 01/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<b><u>Revenues</u></b>					
4110.001.54 SIB Draw - OSR/DL paid from code 54	0	13,333.04	0.00	13,333.04	13,333.04
<b>Total Revenues</b>	<b>0</b>	<b>13,333.04</b>	<b>0.00</b>	<b>13,333.04</b>	<b>13,333.04</b>
<b><u>Expenditures (All non-capitalized costs)</u></b>					
Total Expenditures	0	0.00	0.00	0.00	0.00
Excess Revenue Over (Under) Expenditures	0	13,333.04	0.00	13,333.04	13,333.04

**56 - Ring Road**

For 1/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 01/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<b><u>Revenues</u></b>					
4110.001.56 SIB Draw - OSR/DL paid from code 56	0	29,384.54	0.00	29,384.54	29,384.54
<b>Total Revenues</b>	<b>0</b>	<b>29,384.54</b>	<b>0.00</b>	<b>29,384.54</b>	<b>29,384.54</b>
<b><u>Expenditures (All non-capitalized costs)</u></b>					
5310.001.56 Engineering Services-Ring Road Ph 1	0	16,693.50	0.00	16,693.50	(16,693.50)
5330.000.56 Right Of Way - Ring Road Appraisal Svcs	0	5,500.00	0.00	5,500.00	(5,500.00)
<b>Total Expenditures</b>	<b>0</b>	<b>22,193.50</b>	<b>0.00</b>	<b>22,193.50</b>	<b>(22,193.50)</b>
<b>Excess Revenue Over (Under) Expenditures</b>	<b>0</b>	<b>7,191.04</b>	<b>0.00</b>	<b>7,191.04</b>	<b>7,191.04</b>

**710 - 675 Development Fund**

For 1/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 01/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<b><u>Revenues</u></b>					
4110.000.00 City of Centerville	0	1,110.92	0.00	1,110.92	1,110.92
4111.003.00 TRAC Funding	0	8,887.35	0.00	8,887.35	8,887.35
<b>Total Revenues</b>	<b>0</b>	<b>9,998.27</b>	<b>0.00</b>	<b>9,998.27</b>	<b>9,998.27</b>
<b><u>Expenditures (All non-capitalized costs)</u></b>					
Total Expenditures	0	0.00	0.00	0.00	0.00
Excess Revenue Over (Under) Expenditures	0	9,998.27	0.00	9,998.27	9,998.27

**712 - Miamisburg Downtown Projects**

For 1/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 01/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<b>Revenues</b>					
4132.000.50 City of Miamisburg	0	82,811.50	0.00	82,811.50	82,811.50
<b>Total Revenues</b>	<b>0</b>	<b>82,811.50</b>	<b>0.00</b>	<b>82,811.50</b>	<b>82,811.50</b>
<b>Expenditures (All non-capitalized costs)</b>					
5530.000.50 Construction - Sycamore Trails	0	82,811.50	0.00	82,811.50	(82,811.50)
Total Expenditures	0	82,811.50	0.00	82,811.50	(82,811.50)
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

**50 - Sycamore Trails**

For 1/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 01/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<b>Revenues</b>					
4132.000.50 City of Miamisburg	0	82,811.50	0.00	82,811.50	82,811.50
<b>Total Revenues</b>	<b>0</b>	<b>82,811.50</b>	<b>0.00</b>	<b>82,811.50</b>	<b>82,811.50</b>
<b>Expenditures (All non-capitalized costs)</b>					
5530.000.50 Construction - Sycamore Trails	0	82,811.50	0.00	82,811.50	(82,811.50)
Total Expenditures	0	82,811.50	0.00	82,811.50	(82,811.50)
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

**715 - Riverside**

For 1/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 01/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<b><u>Revenues</u></b>					
4131.000.00 City of Riverside (or earmarks)	0	137,913.02	0.00	137,913.02	137,913.02
<b>Total Revenues</b>	<b>0</b>	<b>137,913.02</b>	<b>0.00</b>	<b>137,913.02</b>	<b>137,913.02</b>
<b><u>Expenditures (All non-capitalized costs)</u></b>					
Total Expenditures	0	0.00	0.00	0.00	0.00
Excess Revenue Over (Under) Expenditures	0	137,913.02	0.00	137,913.02	137,913.02



**Montgomery County TID  
Bank Reconciliation  
All Accounts**

**As Of January 31, 2025**

	Key Bank Checking	269,021.55	Reconciliation of TID Unrestricted Cash Balance	
	Less Outstanding Checks	-		
	Key Bank Savings	16,100.29	Adjusted Bank Balance	4,402,688.75
	Star Ohio	4,117,566.92	Less Funds held for other:	
	US Bank - Austin Landing	-	Sycamore Trails	(309,000.03)
	<i>Reconciliation issue</i>	<i>(0.01)</i>	Austin Landing Trust	-
	Adjusted balance	<u>4,402,688.75</u>	Church Connector	(4,095.74)
			US 40/NAPA	(22,743.84)
			Benchwood	(225,630.56)
			Terrington PS/Deer Valley	(51,360.80)
			Union	<u>(2,088,674.64)</u>
Fund	700 Operating Fund	1,666,357.34		
	702 Austin Road			
	TID Deficit Carry on unreimbursed (b/c reserves)	-	<b>Unrestricted TID Cash Balance for operations - CM</b>	<b>1,701,183.14</b>
	Austin East	<b>(9,361.45)</b>	<b>Unrestricted TID Cash Balance for operations - PM</b>	<b>1,928,710.24</b>
	Miamisburg Funds:			
	Church Connector	4,095.74	<b>Project Carrying Costs</b>	
	Austin Landing Phase 1/2 Trust	-	Austin East	9,361
	Terrington PS/Deer Valley	51,360.80	Riverside	3,200
	703 725/741 Development Fund	<b>(689.98)</b>	725/741 Pedestrian Access	690
	707 I70/I75 Development Fund	0.00		<u>13,251</u>
	City of Union TIF Deposits (used for others)	992,866.26	<b>TID Fees 2025 year to date:</b>	
	City of Union - Other Projects	1,095,808.38	Union Development Fees	4,000
	City of Union - Lightner	-		
	Benchwood Station	225,630.56		
	US 40 Project/NAPA Advance	22,743.84		
	710 675 Development Fund	47,955.73		
	712 Downtown Miamisburg			
	Riverfront Park Phase 2	-		
	Sycamore Trails	309,000.03		
	715 Riverside	<b>(3,200.00)</b>		
	716 Clay Twp/Clayton	121.50		
	Total	<u>4,402,688.75</u>		
	Variance	<u>-</u>		

**MONTGOMERY COUNTY  
TRANSPORTATION IMPROVEMENT DISTRICT**

**RESOLUTION NUMBER 2025-13**

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**RESOLUTION APPROVING JANUARY 2025  
CHANGE ORDERS, CONTRACTS & AGREEMENTS, PAYMENT OF BILLS AND EXPENSES  
APPROVED BY THE EXECUTIVE DIRECTOR AND TID STAFF**

**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 January 2025 be and is hereby approved for payment.

**BE IT FURTHER RESOLVED** by the board that copies of this resolution be provided to the Executive Director, Secretary/Treasurer, Finance Director, and TID's General Counsel.

Adopted the 13th day of February, 2025.

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Chairperson, Montgomery County Transportation Improvement District

Attest: \_\_\_\_\_

Secretary/Treasurer

**Bills & Expenses for Board Approval, Expense Report Approved by Board Members, Expenses Approved by the TID Staff  
For January 1 - 31, 2025**

OPERATIONS		
ACCE	\$ 337.03	Disability Benefits - January
American Society of Civil Engineers	\$ 582.00	Membership Renewal (V. Glotfelter, S. Morton)
Back To Business IT (The GreenTree Group)	\$ 562.00	On Call Support - December
Bureau of Worker's Compensation	\$ 856.57	Monthly Contributions
Dayton Business Journal	\$ 160.00	Annual Subscription (V. Glotfelter, S. Morton)
Dayton Business Journal	\$ 59.00	2025 Economic Forum Registration (S. Morton)
Fraunfelter Accounting Services	\$ 840.00	Accounting Services - December
Vanessa Glotfelter	\$ 637.81	Expense Report - December / Credit Card - January
Vanessa Glotfelter	\$ 709.11	Credit Card - January (Steve Stanley's farewell dinner)
Veronica Hull	\$ 124.79	Expense Report - December
Miami Valley Regional Planning Commission	\$ 1,250.00	2025 Annual Membership
Mike Eddy, Consultant	\$ 1,400.00	Professional Services - December
Microsoft	\$ 245.10	Monthly Licenses/Subscription Fees
Montgomery County Human Services	\$ 14,730.00	Health Benefits - November/December
Montgomery County Purchasing	\$ 640.00	Parking / Postage
Office Boxed Up	\$ 10.00	365 License Agreement
Office Supplies/Misc.	\$ 386.78	Office / Paper / Printing Supplies
Ohio Economic Development Association	\$ 330.00	Annual Membership
Public Employees Retirement System	\$ 6,627.83	Monthly Contribution - January
Sam Morton	\$ 494.63	Expense Report - December
Superior Dental	\$ 197.54	Dental Benefits - February
DEER VALLEY DEVELOPMENT		
William Schindler	\$ 787.36	Lift Station Observation/Inspections
SYCAMORE TRAILS		
Double Jay Construction	\$ 82,811.50	Construction - Pay Application #10
BENCHWOOD STATION		
Brumbaugh Construction	\$ 92,467.71	Construction - Pay Application #8
CTL Engineering, Inc.	\$ 53,672.50	Inspections Services
DAYTON FREIGHT / OLD SPRINGFIELD ROAD		
Arcadis Engineering Services	\$ 15,525.00	Engineering Services
PETERS PIKE / LIGHTNER ROAD		
Arcadis Engineering Services	\$ 5,151.00	Engineering Services
RING ROAD PROJECT		
Arcadis Engineering Services	\$ 16,693.50	Engineering Services
Martin + Wood Appraisal Group	\$ 5,500.00	Appraisal Services
WASTEWATER TREATMENT PHASE 2		
Balsbaugh Excavating	\$ 121,230.00	Construction - Pay Application #11

**MONTGOMERY COUNTY  
TRANSPORTATION IMPROVEMENT DISTRICT**

**RESOLUTION NUMBER 2025-14**

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**RESOLUTION AMENDING AND RESTATING THE BYLAWS OF THE  
MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT**

**WHEREAS**, the Board of Trustees (“Board”) of the Montgomery County Transportation Improvement District (“TID”) held a regular meeting at 9:30 AM on the 13th day of February, 2025 at 451 W. Third Street, 10th Floor, Dayton, Ohio 45422, conference room 1002 and moved for the adoption of this resolution. A quorum was represented at this meeting.

**WHEREAS**, the Board has determined pursuant to its authority vested under Ohio Revised Code Section 5540.03(A)(1), to amend and restate its bylaws for the regulation of its affairs and the conduct of its business (“TID Bylaws”); and

**WHEREAS**, the TID’s General Counsel and the Executive Director has reviewed the proposed amended and restated TID Bylaws, attached as Exhibit A, and recommends approval; and

**NOW, THEREFORE, BE IT RESOLVED**, by the TID Bylaws attached hereto as Exhibit A, together with such supplements or amendments to it as from time to time may be adopted by the Board, be and are hereby established as the Bylaws of the TID, and such bylaws replace and supersede all preexisting TID Bylaws.

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

Adopted the 13th day of February, 2025.

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Chairperson, Montgomery County Transportation Improvement District

Attest: \_\_\_\_\_  
Secretary/Treasurer

**AMENDED AND RESTATED BYLAWS OF THE MONTGOMERY COUNTY  
TRANSPORTATION IMPROVEMENT DISTRICT**

**ARTICLE I**

**Offices**

Section 1. Principal Office

The principal office of the TID, its Board, and its officers shall be located at 451 W. Third Street, 10<sup>th</sup> Floor, Dayton, Ohio 45422.

**ARTICLE II**

**Purpose**

The purpose of the TID is to improve the transportation system in Montgomery County in order to contribute to the creation or preservation of jobs or employment opportunities or the improvement of economic welfare of the people within the area of the TID and to all the State, recognizing that it is in the public interest and a proper public purpose for the TID to acquire, construct, enlarge, improve, equip, sell, lease, lease-purchase, exchange, or otherwise dispose of property, structures, and other facilities for such projects undertaken by the TID in accordance with its exercise of the authority granted by Sections 5540.01 to 5540.17 of the Ohio Revised Code. Moreover, the exercise of this authority by the TID is consistent with and will promote industry, commerce, distribution and research activity in the area of the TID and State, consistent with the statement of public purpose set forth in Section 5540.16 of the Ohio Revised Code, and is necessary for the prosperity, health, safety and welfare of the State and its people. The TID will provide the local partnering and support structure to coordinate federal, state and local resources for the aforementioned purposes.

**ARTICLE III**

**Officers**

Section 1. Officers

The officers of the TID shall be a Chairperson, Vice Chairperson, Secretary-Treasurer, Assistant Secretary-Treasurer, Executive Director, and Deputy Director (if appointed). The Chairperson, Vice Chairperson, and Secretary-Treasurer shall be elected from among the members of the Board, per 5540.02 of the Ohio Revised Code.

Section 2. Term of Office

Except for the Executive Director and Deputy Director, if applicable, the term of each officer shall be one year and until his/her successor takes office. Officers may serve successive terms. Officers shall be elected annually and shall take office effective January 1 immediately

following their election. If any officer that is a member of the Board shall cease to be a member of the Board during any term of office, he/she shall also cease to be an officer. If any officer that is an employee of the TID shall cease to be an employee of the TID during any term of office, he/she shall also cease to be an officer.

Section 3.     Resignation

Any officer may resign his/her position as such officer by giving written notice of such resignation to the Chairperson, provided that in the event of resignation of the Chairperson, then such written notice shall be given to the Vice Chairperson. The resignation shall be effective as of the date stated in such resignation, or if no such date is stated, then as of the date of its receipt by the proper officer. Notice of the resignation shall be transmitted to the next meeting of the Board by the officer receiving such resignation but no such resignation shall require acceptance by the Board.

Section 4.     Removal

Each officer shall serve at the pleasure of the Board and shall be subject to removal by an affirmative vote of the majority of the Board at any time.

Section 5.     Vacancies

Vacancies in the position of any officer shall be filled by an affirmative vote of the majority of the Board for the remainder of the term.

Section 6.     Chairperson

The Chairperson shall preside at all meetings of the Board. He/she shall perform all duties commonly incident to the position of presiding officer of a board or commission and all duties commonly incident to the position of chair of a board, commission or business organization, and shall exercise supervision over the business of the TID, its officers and employees. He/she shall have authority (without impairment of any authority specifically granted by these Bylaws or by the Board to any other person) to sign all contracts, releases, notes, bonds and other instruments and documents to be executed on behalf of the TID as authorized by the Board. He/she shall perform such other duties and have such other authority as may be provided from time to time by the Board.

Section 7.     Vice-Chairperson

The Vice Chairperson shall perform the duties and have the authority of the Chairperson during the absence or inability of the Chairperson to perform his/her duties, and shall preside at all meetings of the Board when and while the Chairperson shall vacate the chair. When performing the duties and having authority of the Chairperson, the Vice Chairperson shall have all powers of the Chairperson. He/she shall perform such other duties and have such authority as the Board may, from time to time, provide. At any meeting at which both the Chairperson and the Vice

Chairperson are absent, the Board, by a majority vote of those present, may elect a member of the Board to serve as presiding officer for that meeting.

Section 8. Secretary-Treasurer

- a. The Secretary-Treasurer shall be the fiscal officer of the TID.
- b. Before receiving any monies, and to the extent required by applicable law, the Secretary-Treasurer shall be covered by a compensated surety bond to and in favor of the TID, such bond to be conditioned upon the faithful performance of the duties of the officer, to be executed by sureties satisfactory to the TID or a crime policy for governmental entities/individual fidelity policy in such amount as the Board deems appropriate. The cost of such bond and any other surety bonds or crime/fidelity policies required by these Bylaws shall be paid by the TID.
- c. The Secretary-Treasurer or his/her designee shall attend all meetings of the Board and shall attest the records of the proceedings at such meetings prepared by the Executive Director. He/she shall have such authority and perform such duties as are provided by law and such as may, at any time and from time to time, be delegated to him/her by the Board. He/she shall certify any minutes, resolutions, records or documents of the TID as true and exact copies thereof.
- d. The Secretary/Treasurer shall have authority (without impairment of any authority specifically granted by these Bylaws or by the Board to any other person) to sign all contracts, releases, notes, bonds and other instruments and documents to be executed on behalf of the TID as authorized by the Board.
- e. The Secretary-Treasurer, or his/her designee, shall be Secretary to all committees, if any.
- f. In the event both the Executive Director and Deputy Director are absent from any meeting, the Secretary-Treasurer shall record the minutes of the meeting.
- g. The Secretary-Treasurer shall have such other authority and perform such other duties as are conferred by law upon or incident to the office of Secretary or Treasurer and the office of fiscal officer of an authority, board, commission or business organization. He/she shall be deemed to have discharged his/her responsibilities under these Bylaws If he/she shall have caused the same to be discharged by an assistant or other person properly authorized or assigned to him/her by the Board, except as to any duties which under the law can be discharged only personally by the Secretary-Treasurer or fiscal officer of a TID, pursuant to provisions of the Ohio Revised Code as particularly applicable to the TID.

Section 9. Assistant Secretary-Treasurer

The Assistant Secretary-Treasurer, if one is appointed, will act as an assistant to and under the direction of the Secretary-Treasurer, will be vested with all the powers of the Secretary-Treasurer and will be required to perform, as directed by the Secretary-Treasurer, any of the duties

of the Secretary-Treasurer during the absence or inability of the Secretary-Treasurer to perform the Secretary-Treasurer's duties, and will perform such other duties as may from time to time be required by the Board.

#### Section 10. Executive Director

The Executive Director is the chief executive officer and administrator of the TID. He/she shall perform the duties from time to time assigned by the Board. He/she shall do all things necessary for the proper implementation of the policies and programs of the Board. He/she shall counsel with the Chairperson and in the Chairperson's absence, the Vice-Chairperson, on questions of procedure, policy or practice. Subject to the provisions of the statutes of the State of Ohio and without intending to limit the authority of the Board, he/she shall otherwise hire, discharge and supervise all employees. He/she shall develop, implement and supervise procedures essential to good corporate practices including, but not limited to, policies and procedures relating to the management of the finances of the TID. He/she shall maintain proper liaison with the County of Montgomery and the municipal corporations therein and other appropriate governmental agencies. The Executive Director reports to the Board and shall communicate and interpret policies of the Board to Board employees and to others responsible for the execution of such policies. He/she shall be the chief officer or designee of the TID for the purpose of service of civil process and is authorized to accept such services on behalf of the TID. He/she shall have authority commensurate with that of the Chairperson (without impairment of any authority specifically granted by the Board to any other person) to sign all contracts, releases, notes, bonds and other instruments and documents to be executed on behalf of the TID as authorized by the Board. As the chief executive officer and administrator of the TID, he/she shall:

- a. Be responsible for the day-to-day operation of the TID in compliance with Board policies, establish an annual budget, strategic plan and operations plan, including staffing.
- b. Communicate Board policies to the news media in close cooperation with the Board and appropriate personnel.
- c. Provide the Board with information relative to the status of obligations under contracts.
- d. Coordinate and be responsible for communication with and assignment of work to the legal counsel of the TID, including preparation of any agreements or contracts between the TID and third parties.
- e. Apply for available grants and execute grant documents pursuant to authorization by the Board.
- f. Endeavor to bring the best managerial techniques to bear upon the challenges that the Board and its committees may face and shall assist in the discharge of the responsibilities of the TID.
- g. Maintain an awareness of governmental management and industry trends and other developments that would be helpful to the Board through publications, attendance at



appropriate seminars; contact with federal and state officials and participation in relevant conferences and meetings.

- h. Make available all data developed in the operation of the TID or under the terms of any contract executed pursuant to Board authorization.
- i. Attend all meetings of the Board and shall keep accurate records of the proceedings at such meetings. He/she shall have such authority and perform such duties as are provided by law and such as may, at any time and from time to time, be delegated to him/her by the Board. He/she shall have custody of and maintain all minutes, resolutions, records, documents and files of the TID.
- j. Cause to be kept accurate books of account of all transactions on behalf of the TID.
- k. Have the care and custody of the funds of the TID and may on behalf of the TID endorse with his/her signature for deposit or collection all drafts, checks, notes and other instruments and orders for the payment of money to the TID, or its order, and sign receipts therefore.
- l. Have authority to execute with his/her signature on behalf of the TID, all vouchers for payments to be made by the TID and checks, drafts, notes and other obligations of the TID for the payment of money by the TID in the manner and to the extent provided in these Bylaws.
- m. With the assistance and counsel of the Secretary-Treasurer: (i) prepare and submit to the Board proposals for the annual budget and appropriations; (ii) maintain operations and expenditures within the budget and appropriations; and (iii) establish budget procedures and maintain supervision over budget control.
- n. Establish a strategic plan and create such departments, as he/she may deem necessary to carry on the function of the TID and, accordingly, make such recommendations to the Board for adoption.
- o. On at least an annual basis, create a plan of work and budget for the TID, each of which shall be approved by the Board.

The Executive Director, in accordance with the applicable budget and upon consultation of the Board, shall establish positions of employment from time to time for such personnel as may be necessary to carry out the operations and programs of the TID and prescribe the authority and duties of such positions. The Executive Director is hereby authorized to employ and discharge personnel for such positions and prescribe additional authorities and duties for such personnel. The Executive Director is hereby authorized to determine the rate at which each person so employed shall be compensated, provided such rate is consistent with the applicable budget. In addition, the Executive Director is authorized to contract with consultants or other contractors for services on such terms determined reasonable by the Executive Director, provided such activity is

in accordance with the applicable budget. Requests for leave or other time off for the Executive Director will be approved by the Chairperson or the Secretary/Treasurer.

Before receiving any monies, and to the extent required by applicable law, the Executive Director shall be covered by a compensated surety bond to and in favor of the TID, such bond to be conditioned upon the faithful performance of the duties of the officer, to be executed by sureties satisfactory to the TID or a crime policy for governmental entities/individual fidelity policy in such amount as the Board deems appropriate. The cost of such bond or crime/fidelity policy and any other bonds required by these Bylaws shall be paid by the TID.

Section 11. Deputy Director

The Executive Director will have the authority to appoint a Deputy Director. The Deputy Director will serve at the pleasure of the Executive Director and will act as an assistant to and under the direction of the Executive Director, will be vested with all the powers of the Executive Director and will be required to perform, as directed by the Executive Director, any of the duties of the Executive Director during the absence or inability of the Executive Director to perform the Executive Director's duties, and will perform such other duties as may from time to time be required by the Executive Director.

**ARTICLE IV**

**Meetings**

Section 1. Quorum

A majority of the voting members of the Board constitute a quorum, the affirmative vote of which quorum is necessary for any action taken by the TID provided that less than a quorum may adjourn a meeting of the Board. No vacancy in the Board shall impair the rights of a quorum to exercise all right and perform all the duties of the TID.

Section 2. Place of Meetings

All meetings of the Board shall be held at its principal office, or at such other place as may be designated by the Chairperson at a preceding meeting, or designated in the notice of the meeting as hereinafter provided.

Section 3. Meetings

Unless not determined to be necessary by the Chairperson and the Executive Director, regular meetings of the Board, of which no notice shall be given, shall be held in the principal office of the TID at 9:30 a.m., on the second Thursday of each calendar month. The Chairperson, Vice Chairperson, Executive Director, or any three members of the Board may call special meetings of the Board at any time. The officer or members calling the meetings shall give notice, or cause the same to be given, to the other members of the Board of the date, hour and place of the meeting. Such notice may be given in person, to include telephonic communication, by email, or

by letter mailed by first-class mail, and such email shall be sent, or letter mailed at least twenty-four hours prior to the meeting. Notice of any meeting need not be given to any member of the Board if he shall have waived such notice in writing before, during or after such meeting, or if he/she shall be present at the meeting. Any meeting shall be a valid meeting without notice having been given if all of the members of the Board shall be present at such meeting.

Section 4. Minutes and Resolutions

- a. Action of the Board shall be by resolution or motion. Resolutions shall be in written form. On passage of each motion or resolution, the vote shall be entered in the minutes of the meeting. Written resolutions may be presented to the Board in advance of meetings.
- b. The minutes of each meeting of the Board shall be recorded and kept by the Executive Director or a person designated by the Executive Director, or in the absence of the Executive Director, by the Board. With respect to each meeting there shall be shown in the minutes the date and place at which the meeting was held, the names of the members present, a summary of things said and done, and a record of each vote taken. Resolutions adopted shall be identified by appropriate reference to the number and title of such resolutions.
- c. Each resolution adopted by the Board will be numbered, signed by the member of the Board presiding at the meeting, attested by the Secretary-Treasurer and maintained and kept by the Secretary-Treasurer or a person designated by the Board. Resolutions shall be annually numbered consecutively beginning with the number one. Each resolution shall bear as a prefix to its number the year in which it has been adopted.
- d. As provided by law, the Board minutes and resolutions shall be open to the inspection of the public at all reasonable times in accordance with applicable law, including Chapter 149 of the Revised Code.

Section 5. Public Meetings

Except as otherwise permitted by law, meetings of the Board shall be open to the public as provided by Section 121.22 of the Ohio Revised Code. Exceptions include, without limitation, any executive session permitted by Section 121.22(G) of the Ohio Revised Code, or any successor or similar provision.

**ARTICLE V**

**Powers and Duties**

Section 1. Employment of Executive Director

The Board may from time to time appoint and retain an Executive Director, who shall be employed during the pleasure of the Board (or as otherwise set forth in a written employment

agreement approved in advance by the Board) and perform such duties as the Board (and/or such employment agreement) may prescribe.

## Section 2. Delegation of Duties

There is reserved in the Board the authority from time to time to delegate, transfer or assign duties of the officers and employees to the extent permitted by law.

## Section 3. Execution of Instruments

- a. Deeds, leases, contracts and other agreements. Deeds, leases, contracts, agreements and all other documents excepting those referred to in paragraph (b) below, shall be signed by the person or officer specified in any pertinent statute as the person or officer required to execute such instrument. If no such statutory requirement exists, such instruments shall be signed by the Executive Director; but the Board may at any time or from time to time designate one or more of its members or any other employee or officer to execute any such instrument for and on behalf of the TID.
- b. Checks, drafts, etc.
  1. All revenues from any source whatsoever, including revenue from grants, contributions, loans and any miscellaneous revenues shall, except to the extent otherwise provided by the Board, applicable law or contract, be deposited in TID's general fund. Checks, drafts and other instruments requiring the payment of appropriated sums of money from all TID accounts, or other than for deposit in the TID accounts, shall be executed by at least two of the following persons: the Secretary-Treasurer, Executive Director, the Chairperson, and such member of the Board as the Board may designate from time to time.
  2. The Board may establish from time to time such other accounts deemed necessary or expedient to the TID's operations, including without limitation savings accounts.
- c. Purchase Orders. Purchase orders for materials and services for which expenditures have been authorized may be signed by the Chairperson, Vice Chairperson, Secretary-Treasurer, or Executive Director.

## Section 4. Reimbursement for Expenses

The Board shall adopt a policy for the reimbursement of expenses incurred by covered persons in the course of their official duties on behalf of the TID, and the Board may modify such policy from time-to-time.

## Section 5. Indemnification

- a. The TID will defend, indemnify, and hold harmless each TID trustee, officer, and employee as required by Section 2744.07 of the Ohio Revised Code, as it may be modified or replaced from time to time.
- b. The TID may, if the Board so determines, defend, indemnify, and hold harmless any TID trustee, officer, or employee in a manner that exceeds the requirements of Section 2744.07 of the Ohio Revised Code, provided that the Board reasonably determines such commitment is not prohibited by applicable law.
- c. The foregoing is not intended to, and does not eliminate, limit, or reduce any immunity from civil liability that may from time to time extend to any individual by any provision of the Ohio Revised Code or by the common law.
- d. The TID may procure a policy or policies of insurance insuring its trustees, officers, and employees against liability on account of any action, suit or proceeding, arising as a result of such trustees', officers', or employees' actions or omissions in their official or employment capacity on behalf of the TID.

## **ARTICLE VI**

### **Committees**

#### Section 1. Committees

The Board may appoint no fewer than two members of the Board to serve on any “Board Committee”, including but not limited to an Executive Committee. Any such Board Committee shall serve at the pleasure of the Board, shall act only in the intervals between meetings of the Board and shall be subject to the direction and control of the Board. Any act or authorization of an act by any Board Committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the Board.

#### Section 2. Committee Meetings

In the absence of a chairperson, a temporary chairperson shall be selected by majority vote of the members present. Each committee may establish a procedure for calling and giving notice of committee meetings, the conduct of such meetings, the undertaking of committee activities, and the preparation of committee reports.

#### Section 3. Board Members

All members of the Board may participate, but not vote, in the meetings of all Board Committees. Notice of all committee meetings shall be provided to all members of the Board.

## **ARTICLE VII**

### **Appropriations and Contracts**

Section 1. Appropriations

Appropriations and budget procedures shall be in accordance with the provisions of these Bylaws and Chapter 5540 of the Ohio Revised Code.

Section 2. Contracts

Contracts shall be entered into in accordance with the applicable provisions of the Revised Code of Ohio and these Bylaws.

Section 3. Expenditures

Expenditures in excess of \$50,000.00 shall be authorized by the Board. Expenditures of \$50,000.00 or less for which monies have been appropriated may be made on authorization of the Chairperson, Vice Chairperson, Secretary-Treasurer or Executive Director and all such expenditures shall be reported to the Board at the next meeting of the Board. Notwithstanding the foregoing, expenditures in excess of \$50,000.00 may be made without specific Board authorization provided such expenditures have been previously approved as part of a Board-approved project or other budget.

**ARTICLE VIII**

**Construction, Amendment and Effective Date**

Section 1. Construction and Severability

Each Bylaw herein set forth and each provision thereof shall be construed, if possible, in a manner consistent with the laws of the State of Ohio and the United States of America. If and to the extent that any Bylaw or provision thereof shall be deemed in conflict with any such law, such Bylaw or provision shall be void, but each Bylaw and each provision of each Bylaw shall be deemed separable from every other Bylaw and every other provision of such Bylaw and its invalidity shall not affect other Bylaw.

Section 2. Amendments

These Bylaws may be amended from time to time by a majority vote of the members of the Board; provided that at least five (5) days written notice enclosing copy of the proposed amendment be given to each member, unless such notice is waived by him/her in writing, before, during, or after such meeting where such amendment is considered or if he/she shall be present at such meeting.

Section 3. Effective Date

These Bylaws shall be adopted this date with immediate effect.

3084351.7

**MONTGOMERY COUNTY  
TRANSPORTATION IMPROVEMENT DISTRICT**

**RESOLUTION NUMBER 2025-15**

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**RESOLUTION AUTHORIZING CHANGE ORDERS #9 AND #10 FROM BRUMBAUGH CONSTRUCTION, INC. FOR LIGHT POLE FOUNDATIONS FOR THE BENCHWOOD STATION IMPROVEMENT PROJECT, INCREASING THE AUTHORIZED CONTRACT PRICE BY \$13,517.81**

**WHEREAS**, the Board of Trustees (“Board”) of the Montgomery County Transportation Improvement District (“TID”), by action of Resolution 2024-20, entered into a construction agreement with Brumbaugh Construction, Inc. (“Brumbaugh”) for the construction of the Benchwood Station Improvement Project; and

**WHEREAS**, Brumbaugh received pricing from A & A Safety for improvements to the maintenance of traffic plan for phase 1 construction that were not defined in the original plans that will include the installation and removal of payment markings as necessary for lane shifts and placement at the conclusion of phase 1 to the original traffic pattern; and

**WHEREAS**, by Resolution 2024-61, the Board approved Change Order #1 for improvements of phase 1 construction and maintenance of traffic and an increase of \$34,485.00, increasing the contract price to \$5,272,745.00; and

**WHEREAS**, by Resolution 2024-92, the Board approved (1) Change Order #2 for sign posts changes and hardware to black power coating and an increase of \$7,805.54, (2) Change Order #3 for alterations to a catch basin due to AT&T duct bank and an increase of \$4,782.30, (3) Change Order #4 for additional costs of unforeseen removals and an increase of \$2,982.24, (4) Change Order #5 for additional retaining wall southwest of the roundabout and an increase of \$28,344.41, (5) Change Order #6 for water and sanitary sewer provided to Staybridge Suites right-of-way and an increase of \$100,940.00, and (6) Change Order #7 for maintenance of traffic additions for an increase of \$6,506.70, increasing the contract price to \$5,424,106.19; and

**WHEREAS**, by Resolution 2025-06, the Board approved Change Order #8 for the installation of signpost caps and an increase of \$3,644.17; and

**WHEREAS**, Butler Township determined that they would self-perform the installation of the signpost caps and reduced the final amount of Change Order #8 by \$3,492.37, with an approved increase of \$151.80, increasing the contract price to \$5,424,257.99; and

**WHEREAS**, Brumbaugh has provided (1) Change Order Request #9 for cost of non-returnable pole foundations due to a quantity error on the bid items and an increase of \$10,267.81, and (2) Change Order Request #10 for quantity adjustments of light pole foundation types and an increase of \$3,250.00, increasing the contract price to \$5,437,775.80; and

**WHEREAS**, the Executive Director, the TID Project Manager, and the Butler Township Administrator have reviewed the attached change orders from Brumbaugh and recommended approval.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached Change Orders #9 and #10 with Brumbaugh Construction, Inc. for the Benchwood Station Improvement Project be and are hereby approved, with a net increase of \$13,517.81, increasing the total contract price to \$5,437,775.80.

**BE IT FURTHER RESOLVED** by the Board that the Executive Director be and is hereby authorized to take such actions and to execute such instruments as are necessary to accomplish the actions and transactions contemplated by this Resolution, including the actions and transactions contemplated by Change Orders #9 and #10.

**BE IT FURTHER RESOLVED** by the Board that copies of this Resolution be provided to the Executive Director, Secretary/Treasurer, Finance Director, TID's General Counsel, Butler Township, CTL Engineering, Inc., and Brumbaugh Construction, Inc.

Adopted the 13th day of February, 2025.

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Chairperson, Montgomery County Transportation Improvement District

Attest:

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Secretary/Treasurer





**MONTGOMERY COUNTY**  
TRANSPORTATION IMPROVEMENT DISTRICT

**CONTRACT CHANGE ORDER**

**Project Name:** Benchwood Station Improvement Project  
**Implementer:** Montgomery County Transportation Improvement District  
**Contractor:** Brumbaugh Construction, Inc.  
**Agreement Date:** February 13, 2024  
**Awarded Contract:** \$5,238,260.00

DESCRIPTION							AMOUNT
CO #9: The cost for non-returnable pole foundations due to a quantity error for reference item #75.							\$ 10,267.81
CO #10: Quantity adjustments for reference item #74 and #75.							\$ 3,250.00
<u>Ref No. / Description</u>	<u>Unit Price</u>	<u>Original Qty</u>	<u>Cost Extension</u>	<u>Adjusted Qty</u>	<u>Revised Cost Extension</u>	<u>Cost Difference</u>	
#74 / Light Pole Foundation (Hamilton)	\$ 1,650.00	28	\$ 46,200.00	41	\$ 67,650.00	\$ 21,450.00	
#75 / Light Pole Foundation (Washington)	\$ 1,400.00	41	\$ 57,400.00	28	\$ 39,200.00	\$ (18,200.00)	
<b>CHANGE ORDERS TOTAL:</b>							<b>\$ 13,517.81</b>

The original awarded contract amount:	\$ 5,238,260.00
The contract price adjustment: CO #1	\$ 34,485.00
The contract price adjustment: CO #2 - #7	\$ 151,361.19
The contract price adjustment: CO #8	\$ 151.80
The contract price adjustment: CO #9 - #10	\$ 13,517.81
<b>The New Estimated Contract Price:</b>	<b>\$ 5,437,775.80</b>

This Change Order is a complete settlement of all claims including, but not limited to, the cost of the Change Order, the extension of time, if any, and all cost and delay claims up to and including the date of this Change Order. Upon execution of this Change Order by Owner and Contractor, the above-referenced change shall become a valid and binding part of the original Contract without exception or qualification, unless noted in this Change Order. Except as modified by this Change Order, all other terms and conditions of the Contract shall remain in full force and effect. This Change Order is executed by each of the parties' duly authorized representatives.

MONTGOMERY COUNTY TRANSPORTATION  
IMPROVEMENT DISTRICT

BRUMBAUGH CONSTRUCTION, INC.

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

### CONTRACTOR CHANGE ORDER REQUEST

**Project Name:** Benchwood Station  
**Contractor:** Brumbaugh Construction  
**Date:** September 16, 2024  
**Re:**

CO#	Item (if applicable)	Description	Qty	Unit	Unit Price	AMOUNT
9		The cost for the non-returnable pole foundations due to a quantity error for reference #75.	1	LS	\$10,267.81	\$ 10,267.81
<b>CHANGE ORDER TOTAL:</b>						<b>\$ 10,267.81</b>

**NOTES/ADDITIONAL COMMENTS:**

See attached force account from Security Fence.

**MONTGOMERY COUNTY  
TRANSPORTATION IMPROVEMENT DISTRICT**

**RESOLUTION NUMBER 2025-16**

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**RESOLUTION APPROVING A PROJECT MANAGEMENT & FINANCING AGREEMENT  
WITH THE CITY OF RIVERSIDE FOR THE WOODMAN GATEWAY PROJECT**

**WHEREAS**, in 2021, the City of Riverside (“City”) engaged the Montgomery County Transportation Improvement District (“TID”) to assist in the planning and development of specific infrastructure projects along Woodman Drive/Harshman Road between Airway Road and Springfield Street (“Corridor”), and a feasibility study to evaluate multiple alternatives to address the issues identified in connection with the City’s commissioned safety study; and

**WHEREAS**, the City desires to engage the TID to perform anticipated roadway improvements that include a roadway extension from a new roundabout at Springfield Street and Woodman Drive, continuing south through the existing curves around Area B of Wright Paterson Air Force Base, and terminating at a new roundabout connecting Bayside Drive and Longview Avenue in connection with the proposed Woodman Gateway Project (“Project”); and

**WHEREAS**, the Executive Director has recommended that the TID enter into a Project Management & Financing Agreement (“PMFA”) with the City to memorialize the respective duties and obligations with respect to financing, preliminary design and engineering services, and Stage 2 submittals (“Phase I Tasks”), and development of the Project.

**NOW, BE IT FURTHER RESOLVED**, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached PMFA with the City be and is hereby approved for Phase 1 of the Woodman Gateway Project.

**BE IT FURTHER RESOLVED**, by the Board that the Executive Director be and is hereby authorized to negotiate and execute the agreement, incorporating such changes that may be required in final negotiations with the City, provided that the Executive Director and the General Counsel determine that the changes are not materially detrimental to the TID, the City, or the Project.

**BE IT FURTHER RESOLVED**, by the Board that copies of this resolution be provided to the Executive Director, Secretary/Treasurer, Finance Director, TID’s General Counsel, and the City of Riverside.

Adopted the 13th day of February, 2025.

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Chairperson, Montgomery County Transportation Improvement District

Attest: \_\_\_\_\_  
Secretary/Treasurer

**WOODMAN GATEWAY PROJECT MANAGEMENT AND FINANCING AGREEMENT**

**THIS WOODMAN GATEWAY PROJECT MANAGEMENT AND FINANCING AGREEMENT** (this “**Agreement**”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ (the “**Effective Date**”), by and between **THE CITY OF RIVERSIDE, OHIO** a city duly organized and validly existing under the laws of the State of Ohio (the “**City**”), and 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**”) (the City and the TID are the “**Parties**” under this Agreement and are sometimes referred to herein individually as a “**Party**”), under the following circumstances:

- A. The City desires to engage the TID in connection with the proposed Woodman Gateway Project improvements, which are anticipated to include a roadway extension from a new roundabout at Springfield Street and Woodman Drive, continuing south through the existing curves around Area B of Wright Patterson Air Force Base, and terminating at a new roundabout connecting Bayside Drive and Longview Avenue (the “**Project**”); and
- B. 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 City and the TID, acting pursuant to Resolution No. \_\_\_\_\_ adopted by its Board of Trustees on \_\_\_\_\_, have each authorized the execution of this Agreement.

**NOW THEREFORE**, the Parties agree as follows:

**1. The Project Generally.**

A. *Scope.* A visual depiction of the potential scope of the Project is set forth in Exhibit A attached hereto (the “**Scope**”). The Parties acknowledge that they may further develop or modify the Scope or add additional tasks to the Scope during the course of the development of the Project.

B. *Project Phases.* The Parties acknowledge that the Parties do not have the ability or funding to commit to the full Scope as of the Effective Date. As such, the Parties acknowledge that the Project will comprise multiple phases. The first phase (“**Phase I**”) consists solely of the Phase I Tasks described in Section 3.B. below. Phase II, if applicable, is anticipated to relate to the completion of detailed design for the Project. Phase III, if applicable, may include financing and/or construction of the Project.

C. *Subsequent Phase(s).* Subsequent phases, if any, will be defined by the subsequent mutual written agreement of the Parties. In the event the Parties elect to proceed to a subsequent phase, the Parties will enter into an addendum to this Agreement that contains each Party’s rights and obligations with respect to such phase (each, a “**Subsequent Phase Addendum**”). For purposes of clarity, by entering into this Agreement neither Party is committing to any aspect of the Project except as related to Phase I and expressly set forth herein.

**2. Phase I Schedule.** The schedule for Phase I of the Project is set forth in Exhibit B attached hereto (the “**Phase I Schedule**”). The Parties agree to use their reasonable commercial efforts to adhere to the Phase I Schedule and to fulfill all their obligations under this Agreement so the Phase I Schedule is met.

**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) the date both Parties have completed their respective obligations under Phase I; provided, however, any obligations not completed by a Party may be waived (in writing) by the other Party; and (ii) the date both Parties agree, in writing, to terminate this Agreement. In addition, either Party may terminate this Agreement by providing at least sixty (60) days' advance written notice to the other Party.

B. *Phase I Tasks.* During Phase I, the TID will obtain professional third-party preliminary design and engineering services for the Project up to and including a Stage 2 submittal (the "**Phase I Tasks**"). During Phase I the TID will provide all necessary project planning, project coordination, strategy development, and project supervision for the Phase I Tasks (the "**TID Management Services**"). The TID will pay all invoices for services accomplishing Phase I Tasks (the "**Third-Party Services and Costs**") so long as such Third-Party Services and Costs are satisfactory to the TID and such invoices are within the Phase I Budget. The TID will keep the City apprised of the progress of Phase I as compared to the Phase I Budget at Progress Meetings (as described in Section 6 below) and will provide the City such supporting information as reasonably requested on a timely basis.

C. *Phase I Completion.* The Parties will mutually agree in writing upon such time as the Phase I Tasks have been completed, and will meet and discuss to determine whether the Parties will enter into one or more Subsequent Phase Addenda.

D. *Contracting.* The TID will enter into contracts or otherwise arrange for the provision of all products and services necessary to complete the Phase I Tasks in accordance with the TID's policies with regards to procurement (collectively, the "**Contracts**"). During the work, the TID, in co-ordination with the City, will inspect and determine whether the work done under the Contracts is sufficient and completed in accordance with the Contracts.

E. *Project Leads.* The City hereby appoints \_\_\_\_\_, its \_\_\_\_\_, to serve as its project lead in connection with the Project. The TID hereby appoints Sam Morton, its Project Director, to serve as its project lead in connection with the Project. Each project lead will serve as the primary point of contact for matters related to the Project, and will have the authority to make day-to-day Project-related decisions on behalf of the appointing Party. Each Party may designate an alternative project lead by written notice to the other Party.

#### 4. **Phase I Funding.**

A. The budget for Phase I is set forth in Exhibit C attached hereto (the "**Phase I Budget**"). The City will pay to the TID the amounts designated as its obligations under the Phase I Budget as set forth therein. 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.

B. The City will fulfill its payment obligations hereunder and as set forth in the Phase I Budget by timely depositing the amounts of such obligations (including amounts related to any contingencies) with the TID pursuant to one or more invoices issued by the TID from time to time (the "**Deposit**"). The TID will deposit the Deposit (less fees payable to the TID) in a segregated fund for the benefit of the Project (the "**Deposit Fund**") and the TID will use the Deposit Fund solely to accomplish the Project. Within forty-five (45) days after the completion

of Phase I, or the earlier termination of this Agreement, the TID will deliver the balance of the Deposit Fund, if any, to the City; provided that the City may elect to apply such balance to be used in connection with the Subsequent Phase Addendum.

C. Notwithstanding anything in this Agreement to the contrary, the TID will not be obligated to provide for any work related to the Project, or expend any funds, to the extent in excess of the funds actually received by the TID from the City or any third-party funding sources (including without limitation any federally appropriated funds), less the TID Phase I Management Fee (as defined in Section 5 below). As of the Effective Date, the Parties anticipate the receipt of the federal funds described in the Phase I Budget, which the City acknowledges is subject to and conditioned upon the applicable local match required to be provided by the City. For purposes of clarity, the TID cannot guarantee that any such third-party funds will be received.

5. **TID Management Fees.** The City acknowledges that the Phase I Budget includes a fee to the TID related to the performance of the Phase I Tasks and related TID Management Services (the “**TID Phase I Management Fee**”). In addition, in the event the Parties elect to proceed to a subsequent phase pursuant to a Subsequent Phase Addendum, the City will be required to pay to the TID, as compensation to the TID for its activities to be undertaken and services to be provided in connection with such subsequent phase, an additional fee to be negotiated and mutually agreed upon in the Subsequent Phase Addendum. Without limiting the foregoing, (a) the City acknowledges that the TID management fee for Phase II is expected be an amount at least equal to the TID Phase I Management Fee, and (b) in the event the City engages the TID to manage the construction of the Project in connection with a subsequent phase, the City will be required to pay the TID an amount equal to five percent (5%) of the total cost of the Project.

6. **Progress Meetings.** During the course of the Project, the Parties agree to meet at least once per month to discuss the progress of the Project (the “**Progress Meetings**”). The Progress Meetings will take place in person or electronically. In addition to the foregoing, the TID may periodically submit information updates to the City 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.

7. **City Obligations.** The City will throughout the performance of this Agreement perform the activities provided for in this Agreement, cooperate and coordinate with and assist the TID, join with the TID in signing and granting any applications or permits or other documents necessary to complete the Project. The City will perform its responsibilities, obligations, and services, including reviews and approvals of the TID’s submissions and recommendations, in a timely manner so as not to delay or interfere with the TID’s performance of its obligations under this Agreement or to have a negative impact on the applicable schedule.

8. **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 the City:	City of Riverside, Ohio 5200 Springfield St., Suite 100 Riverside, Ohio 45431 Attention: City Manager
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If to the TID:	Montgomery County Transportation Improvement District 451 W. Third St., 10 <sup>th</sup> Floor
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Dayton, Ohio 45422  
Attention: Executive Director

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.

9. **Disclaimer of Warranties/Limitation of Liability.** THE CITY AGREES THAT THE TID DOES NOT GUARANTEE OR WARRANT THE SERVICES OR THE COMPLETION OF THE PROJECT. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. THE TID DOES NOT MAKE, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES. IN NO EVENT WILL THE TID BE LIABLE OR RESPONSIBLE TO THE CITY 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 CONTRACT) ACTUALLY COLLECTED BY THE TID.

10. **Fiscal Officer Certification.** The Fiscal Officer of the City hereby certifies that the monies required to meet the obligations of the City during the current fiscal year under this Agreement have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. Pursuant to Section 5705.44 of the Ohio Revised Code, the Fiscal Officer of the City covenants that any requirement herein of an expenditure of City monies in any future fiscal year will be included in the annual appropriation measure for that future fiscal year as a fixed charge. The certifications in this Section 10 are given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

11. **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. All Exhibits referred to in and attached to this Agreement are incorporated by reference.

12. **Miscellaneous.** This Agreement and any Exhibit attached hereto 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 City Council of the City, or TID Board of Trustees, and no City or TID 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, and replaces and supersedes all prior agreements. 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 have executed this Agreement effective as of the Effective Date.

**CITY OF RIVERSIDE, OHIO**

**CITY OF RIVERSIDE, OHIO FISCAL OFFICER**  
(for purposes of Section 10 only)

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

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

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

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

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

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

**MONTGOMERY COUNTY TRANSPORTATION  
IMPROVEMENT DISTRICT**

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

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

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

Exhibit A

Project Scope



Exhibit B

Phase I Schedule

#	Item	Date
1	Scoping meeting with ODOT & consultant team	February 2025
2	Fee proposal, negotiations and schedule development with consultant team	March/April 2025
3	Authorization to Proceed*	July 1, 2025

\*Note: Scoping and ATP will be for PE ENV (everything up to and including Stage 2 submittal). Phase II is expected to follow with additional funding to complete the design and ROW plan development for the Project, subject to the Parties' negotiation and entry into a related Subsequent Phase Addendum.

Exhibit C

Phase I Budget

**MOT-Woodman Gateway**

**SOURCES & USES**

<b>SOURCES</b>	<b>AMOUNT</b>
City of Riverside	\$375,000.00 (20% match)
Turner Community Project Funding	\$1,500,000.00
<b>TOTAL</b>	<b>\$1,875,000.00</b>

  

<b>USES</b>	<b>AMOUNT</b>
Preliminary Engineering	\$1,840,000.00
TID Phase I Management Fee	\$25,000.00
Out of Pocket & Legal Expenses	\$10,000.00
<b>TOTAL</b>	<b>\$1,875,000.00</b>