



BOARD OF TRUSTEES MEETING
 THURSDAY – AUGUST 14, 2025 – 9:30 A.M.
 MONTGOMERY COUNTY ADMINISTRATION BUILDING
 10TH FLOOR MEETING ROOM - 1002

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<u>PUBLIC COMMENT</u>	
<u>EXECUTIVE SESSION</u>	
<u>ADJOURN</u>	
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Thursday, September 11, 2025 @ 9:30 A.M.
 Montgomery County Administration Building
 10th Floor Meeting Room - 1002

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2025-47

**RESOLUTION APPROVING THE MINUTES
OF THE REGULAR BOARD MEETING OF JUNE 12, 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 August 14, 2025; and

WHEREAS, the TID Board has reviewed the minutes of the June 12, 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 June 12, 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 14th day of August, 2025.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer



MINUTES OF THE JUNE 12, 2025 BOARD MEETING

The two hundred and ninety-third 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 June 12, 2025.

Mr. Hibner called the meeting to order at 9:32 AM.

VOTING BOARD

Walt Hibner
Rob Beeler
Dave Bills

EXECUSED ABSENCE

Stephanie Keinath
Suzanne Beck

STAFF

Vanessa Glotfelter, Executive Director
Sam Morton, Project Manager
Veronica Hull, Administrative/Operations Mgr.
Mike Eddy, Project Manager
Sean Fraunfelter, Finance Director
Nick Endsley, General Counsel

OTHERS IN ATTENDANCE

Tawana Jones, Montgomery Co. Econ. Dev.	Caitlynn Nagle, O.R. Colan
Andy Shahan, Montgomery Co. Engineer	Andrea Stevenson, DLZ
Scott Seaman, GPD Group	Bill Brock, Kleingers
	Casey Reichart, Choice One Engineering

Business Meeting

■ Minutes of May 8, 2025 {Resolution 2025-40}

Mr. Hibner referred the Board to Resolution 2025-40 and the minutes of May 8, 2025, 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 2025-40, approving the minutes of May 8, 2025, as presented, was moved by Mr. Beeler, seconded by Mr. Bills, and unanimously approved.

■ Audit Update

Mr. Fraunfelter provided the Board with a brief update on the status of the 2024 annual audit. He explained that the auditor, Charles E. Harris & Associates, Inc. ("Auditor"), had reviewed and completed all of the fieldwork. He stated that no changes were anticipated, and the Auditor would provide their opinion before June 30th so he could file the report with the Government Finance Officers Association ("GFOA").

■ Financial Report: May 2025 {Resolution 2025-41}

Mr. Hibner referred the Board to Resolution 2025-41 and the Financial Reports for May 2025, copies of which were included in the Board Packet.

Mr. Fraunfelter highlighted the following items in the May 2025 Financial Report:

- (1) Operating Fund (#700) on Packet Page 8 and the receipt of the following TID management fees;
 - (a) \$25,000.00 from the City of Union for the Martindale Extension Project – Phase 2,
 - (b) \$30,000.00 from the City of Union for the Ring Road Completion Project – Phase 1, and
 - (c) \$12,500.00 from the City of Union for their portion of the Frederick Pike and Old Springfield Road Intersection Project.

- (2) 725/741 Development Fund (#703) on Packet Page 16 and noted the debt service principal and interest total of \$132,609.68 was for the Vienna Parkway Extension Project from Miami Township and the corresponding expenditure.
- (3) I-70/75 Development Fund (#707) on Packet Pages 19 and 20 and noted the Debt Service expenditures totaling \$788,192.95 for the Dayton/Montgomery County Port Authority and the State Infrastructure Bank ("SIB") loan for the City of Union related to the Proctor & Gamble Dayton Mixing Facility Project. He explained that the payment was transferred to the TID in April.
- (4) The bank reconciliation summary on Packet Page 39 and noted the unrestricted cash balance of \$1,640,236.72 as of May 31, 2025.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-41, approving the May 2025 Financial Reports, as presented, was moved by Mr. Bills, seconded by Mr. Beeler, and unanimously approved.

■ Bills & Expenses: May 2025 {Resolution 2025-42}

Mr. Hibner referred the Board to Resolution 2025-42 and the summary of bills and expenses for May 2025, copies of which were included in the Board Packet.

Ms. Glotfelter highlighted expenditures from May 2025 authorized by the TID staff, identified routine project expenses, and recommended approval.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-42, approving the payment of bills and expenses for May 2025, as presented, was moved by Mr. Beeler, seconded by Mr. Bills, and unanimously approved.

■ 2026 Fiscal Year Budget {Resolution 2025-43}

Mr. Hibner referred the Board to Resolution 2025-43 and the proposed 2026 Fiscal Year Budget, copies of which were included in the Board Packet.

Mr. Fraunfelter presented the 2026 Fiscal Year Budget for operations and briefly reviewed the revenues and expenses currently anticipated by the TID for 2026. He explained that the TID is required by the Ohio Revised Code to adopt an annual budget for operations for the coming fiscal year by July 15th of the current fiscal year. Mr. Fraunfelter noted that the adopted budget being presented would serve as an operation budget placeholder for 2026 until a permanent appropriation is approved by the Board in early 2026.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-43, approving the 2025 Fiscal Year Budget, as presented, was moved by Mr. Bills, seconded by Mr. Beeler, and unanimously approved.

Sycamore Trails Project

■ Double Jay Construction Change Orders {Resolution 2025-44}

Mr. Hibner referred the Board to Resolution 2025-44, approving Double Jay Construction Change Orders #11, #12, #13, #14, and #15 for the Sycamore Trails Project, copies of which were included in the Board Packet.

Mr. Eddy provided a brief overview of the change orders presented. He stated that the City of Miamisburg had approved the changes and recommended approval.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-44, approving (1) Change Order #11 to install storm and yard drains under the south shelter in the amount of \$2,280.00, (2) Change Order #12 to provide and install water heaters for each restroom and shelter in the amount of \$7,420.00, (3) Change Order #13 to eliminate mill and overlay and replace with the removal and replacement to the existing aggregate base by adding full depth asphalt in the amount of \$52,955.25, (4) Change Order #14 to raise catch basins as directed by the City of Miamisburg in the amount of \$1,699.00, and (5) Change Order #15 to install storm pipe from detention basin to the catch basin in the amount of \$11,270.00, for a total contract increase amount not to exceed \$8,042,114.70 with Double Jay Construction for the Sycamore Trails Project, as presented, was moved by Mr. Beeler, seconded by Mr. Bills, and unanimously approved.

Woodman Gateway Project

■ Transportation Review Advisory Council (TRAC) Application {Resolution 2025-45}

Mr. Hibner referred the Board to Resolution 2025-45, approving the submission of a Transportation Review Advisory Council ("TRAC") application to the Ohio Department of Transportation ("ODOT") for the Woodman Gateway Project, included in the Board Packet.

Ms. Glotfelter provided a brief history of the planning and development of infrastructure projects along Woodman Drive between US-35 and Springfield Street. She reminded the Board they had authorized the TID to enter into a Project Management & Financing Agreement ("PMFA") with the City of Riverside defining the TID as the designated Local Public Agency ("LPA") for the Woodman Gateway Project. She explained that as the LPA, the TID in concurrence with the City of Riverside, would apply to ODOT's TRAC specifically for Tier II funding for detailed design focused on roadway improvements and recommended approval.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-45, authorizing the submission of an ODOT Tier II TRAC Application for the Woodman Gateway Project, as presented, was moved by Mr. Beeler, seconded by Mr. Bills, and unanimously approved.

Ring Road Completion Project

■ Arcadis Engineering, Inc. Professional Services Agreement {Resolution 2025-46}

Mr. Hibner referred the Board to Resolution 2025-46, authorizing a Professional Services Agreement ("PSA") with Arcadis Engineering Services (USA), Inc. ("Arcadis") for the Ring Road Completion Project, copies of which were included in the Board Packet.

Ms. Glotfelter reminded the Board of the phased approach of the Ring Road Completion Project. She explained the PSA attached was to complete engineering services and the creation of construction documents for the remaining scope, except for the bridge replacement of Mill Creek.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-46, authorizing a Professional Services Agreement with Arcadis for the Ring Road Completion Project, as presented, was moved by Mr. Bills, seconded by Mr. Beeler, 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, July 10, 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 consider confidential negotiations with other political subdivisions with respect to requests for economic development assistance involving public infrastructure improvements directly related to economic development projects.

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

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

■ Adjourn

With no further business, the meeting was adjourned.

Suzanne Beck, Secretary-Treasurer

08/14/2025

Date

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT
RESOLUTION NUMBER 2025-48**

**RESOLUTION APPROVING
JUNE 2025 AND JULY 2025 FINANCIAL REPORTS**

WHEREAS, the Finance Director of the Montgomery County Transportation Improvement District (“TID”) presented reports concerning the financial condition of the TID (1) through June 30, 2025, and (2) July 31, 2025, to the Board of Trustees of the TID during the Board’s meeting on August 14, 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 (1) through June 30, 2025, and (2) through July 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 14th day of August, 2025.

Chairperson, Montgomery County Transportation Improvement District

Attest:

Secretary/Treasurer

JUNE 2025 FINANCIAL REPORTS

PACKET PAGE: 9

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

700 - Operating Fund

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4131.000.00 County	300,000	0.00	300,000.00	300,000.00	0.00
4510.000.00 Interest On Cash Balances	100,000	12,110.38	71,852.75	83,963.13	(16,036.87)
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	20,000.00	24,000.00	24,000.00
4600.043.00 Sycamore Trails	184,000	0.00	0.00	0.00	(184,000.00)
4600.045.00 Martindale Phase 2	0	0.00	25,000.00	25,000.00	25,000.00
4600.046.00 Ring Road	0	0.00	30,000.00	30,000.00	30,000.00
4600.047.00 Frederick Pike/OSR	0	0.00	12,500.00	12,500.00	12,500.00
Total Revenues	700,000	16,110.38	459,352.75	475,463.13	(224,536.87)
<u>Expenditures (All non-capitalized costs)</u>					
7110.010.00 Wages	450,000	32,052.08	160,260.40	192,312.48	257,687.52
7110.030.00 Bonuses	0	0.00	61,300.00	61,300.00	(61,300.00)
7120.000.00 PERS	55,000	0.00	24,576.99	24,576.99	30,423.01
7130.000.00 Workers Compensation	5,500	839.14	2,190.28	3,029.42	2,470.58
7140.000.00 Medicare	6,000	665.94	2,898.54	3,564.48	2,435.52
7150.000.00 Health Insurance	95,000	7,591.50	37,504.50	45,096.00	49,904.00
7151.000.00 Dental Insurance	0	283.56	1,417.80	1,701.36	(1,701.36)
7160.000.00 Disability Insurance	8,000	337.03	1,685.15	2,022.18	5,977.82
7170.000.00 Holding Account	0	(470.00)	1,020.00	550.00	(550.00)
7310.000.00 Contract Services	15,000	0.00	0.00	0.00	15,000.00
7310.021.00 Contract Services - Eddy (Unallocated)	50,000	1,900.00	6,650.00	8,550.00	41,450.00
7310.022.00 Contract Services - Eddy (Miamisburg)	0	2,200.00	4,650.00	6,850.00	(6,850.00)
7311.000.00 Internet	8,500	0.00	10.00	10.00	8,490.00
7312.000.00 Audit & Accounting	43,000	1,050.00	16,202.25	17,252.25	25,747.75
7312.001.00 Payroll Processing Charges	3,500	144.31	508.80	653.11	2,846.89
7315.000.00 Internet Service	0	502.00	2,517.42	3,019.42	(3,019.42)
7320.000.00 Legal Expenses	50,000	0.00	7,960.65	7,960.65	42,039.35
7320.005.00 Legal Expenses-West Carrollton	0	0.00	999.35	999.35	(999.35)
7330.007.00 Web Page Expenses	3,500	0.00	0.00	0.00	3,500.00
7330.014.00 Public Relations	8,500	3,997.50	8,275.50	12,273.00	(3,773.00)
7510.000.00 Office Supplies	3,000	368.09	1,198.24	1,566.33	1,433.67
7510.003.00 Cellular Phone	0	300.00	1,500.00	1,800.00	(1,800.00)
7510.006.00 Postage	3,000	4.81	1,652.67	1,657.48	1,342.52
7510.010.00 Dues & Subscriptions	25,000	0.00	10,800.99	10,800.99	14,199.01
7510.011.00 Conference Room Rental	0	0.00	4,267.56	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	13.73	1,332.59	1,346.32	4,153.68
7520.000.00 Travel	20,000	446.31	1,041.94	1,488.25	18,511.75
7520.020.00 Milage Reimbursment	0	697.27	3,690.64	4,387.91	(4,387.91)
7520.021.00 Other transportation costs	0	206.64	0.00	206.64	(206.64)
7520.030.00 Meals	0	106.25	1,800.61	1,906.86	(1,906.86)
7520.035.00 Parking	0	80.99	1,823.50	1,904.49	(1,904.49)
7530.000.00 Miscellaneous Supplies	0	0.00	253.09	253.09	(253.09)
7920.000.00 Bank Service Charges	2,000	320.42	1,070.65	1,391.07	608.93
7930.000.00 Insurance	35,000	0.00	0.00	0.00	35,000.00
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
Total Expenditures	934,000	53,637.57	371,060.11	424,697.68	509,302.32
Excess Revenue Over (Under) Expenditures	(234,000)	(37,527.19)	88,292.64	50,765.45	284,765.45

Montgomery County Transportation Improvement District

Statement of Activity - MTD and YTD by Fund

702 - Austin Road

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.020.24 Township	56,910	0.00	28,454.92	28,454.92	(28,455.08)
4100.020.37 Township	47,000	0.00	0.00	0.00	(47,000.00)
4100.021.08 Township Phase 2	808,806	0.00	0.00	0.00	(808,806.00)
4111.004.13 Church Connector Federal Earmark	549,377	37,126.90	138,873.61	176,000.51	(373,376.49)
4132.000.13 City of Miamisburg	107,600	0.00	0.00	0.00	(107,600.00)
4132.000.30 City of Miamisburg	146,587	0.00	73,293.58	73,293.58	(73,293.42)
4132.000.42 City of Miamisburg	66,568	0.00	0.00	0.00	(66,568.00)
Total Revenues	1,782,848	37,126.90	240,622.11	277,749.01	(1,505,098.99)
Expenditures (All non-capitalized costs)					
5110.000.37 Acquisition - Austin East	12,000	0.00	0.00	0.00	12,000.00
5310.000.13 Engineering Services-Church Connector	626,977	39,382.66	138,873.61	178,256.27	448,720.73
5320.000.13 Project Management - Church Connector	25,000	0.00	0.00	0.00	25,000.00
5320.000.37 Project Management - Austin East	25,000	0.00	0.00	0.00	25,000.00
5521.000.42 Inspection Services-Deer Valley	2,481	0.00	1,500.93	1,500.93	980.07
5530.000.42 Construction - Deer Valley	117,493	0.00	0.00	0.00	117,493.00
6310.000.37 Legal-Austin East	10,000	0.00	1,090.20	1,090.20	8,909.80
6310.001.13 Misc legal exp - Church Conn	5,000	0.00	0.00	0.00	5,000.00
8610.000.24 Debt Service-Principal	49,669	0.00	24,649.52	24,649.52	25,019.48
8610.000.30 Debt Service-Principal	125,404	0.00	62,234.95	62,234.95	63,169.05
8610.001.08 Debt Service-Principal Ph2	570,000	0.00	0.00	0.00	570,000.00
8630.000.24 Debt Service-Interest	7,240	0.00	3,805.40	3,805.40	3,434.60
8630.000.30 Debt Service-Interest	21,184	0.00	11,058.63	11,058.63	10,125.37
8630.001.08 Debt Service-Interest Ph2	238,806	0.00	0.00	0.00	238,806.00
Total Expenditures	1,836,254	39,382.66	243,213.24	282,595.90	1,553,658.10
Excess Revenue Over (Under) Expenditures	(53,406)	(2,255.76)	(2,591.13)	(4,846.89)	48,559.11

Montgomery County Transportation Improvement District Income and Expense Report by Project

08 - Austin Landing

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.021.08 Township Phase 2	808,806	0.00	0.00	0.00	(808,806.00)
Total Revenues	808,806	0.00	0.00	0.00	(808,806.00)
<u>Expenditures (All non-capitalized costs)</u>					
8610.001.08 Debt Service-Principal Ph2	570,000	0.00	0.00	0.00	570,000.00
8630.001.08 Debt Service-Interest Ph2	238,806	0.00	0.00	0.00	238,806.00
Total Expenditures	808,806	0.00	0.00	0.00	808,806.00
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

Montgomery County Transportation Improvement District Income and Expense Report by Project

13 - Church Connector Road

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4111.004.13 Church Connector Federal Earmark	549,377	37,126.90	138,873.61	176,000.51	(373,376.49)
4132.000.13 City of Miamisburg	107,600	0.00	0.00	0.00	(107,600.00)
Total Revenues	656,977	37,126.90	138,873.61	176,000.51	(480,976.49)
<u>Expenditures (All non-capitalized costs)</u>					
5310.000.13 Engineering Services-Church Connector	626,977	39,382.66	138,873.61	178,256.27	448,720.73
5320.000.13 Project Management - Church Connector	25,000	0.00	0.00	0.00	25,000.00
6310.001.13 Misc legal exp - Church Conn	5,000	0.00	0.00	0.00	5,000.00
Total Expenditures	656,977	39,382.66	138,873.61	178,256.27	478,720.73
Excess Revenue Over (Under) Expenditures	0	(2,255.76)	0.00	(2,255.76)	(2,255.76)

Montgomery County Transportation Improvement District

Income and Expense Report by Project

24 - Lyons Bridge Project

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.020.24 Township	56,910	0.00	28,454.92	28,454.92	(28,455.08)
Total Revenues	56,910	0.00	28,454.92	28,454.92	(28,455.08)
<u>Expenditures (All non-capitalized costs)</u>					
8610.000.24 Debt Service-Principal	49,669	0.00	24,649.52	24,649.52	25,019.48
8630.000.24 Debt Service-Interest	7,240	0.00	3,805.40	3,805.40	3,434.60
Total Expenditures	56,909	0.00	28,454.92	28,454.92	28,454.08
Excess Revenue Over (Under) Expenditures	1	0.00	0.00	0.00	(1.00)

Montgomery County Transportation Improvement District
Income and Expense Report by Project
30 - Lower Miambsburg Road
For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4132.000.30 City of Miamisburg	146,587	0.00	73,293.58	73,293.58	(73,293.42)
Total Revenues	146,587	0.00	73,293.58	73,293.58	(73,293.42)
<u>Expenditures (All non-capitalized costs)</u>					
8610.000.30 Debt Service-Principal	125,404	0.00	62,234.95	62,234.95	63,169.05
8630.000.30 Debt Service-Interest	21,184	0.00	11,058.63	11,058.63	10,125.37
Total Expenditures	146,588	0.00	73,293.58	73,293.58	73,294.42
Excess Revenue Over (Under) Expenditures	(1)	0.00	0.00	0.00	1.00

Montgomery County Transportation Improvement District Income and Expense Report by Project

37 - Austin East

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.020.37 Township	47,000	0.00	0.00	0.00	(47,000.00)
Total Revenues	47,000	0.00	0.00	0.00	(47,000.00)
<u>Expenditures (All non-capitalized costs)</u>					
5110.000.37 Acquisition - Austin East	12,000	0.00	0.00	0.00	12,000.00
5320.000.37 Project Management - Austin East	25,000	0.00	0.00	0.00	25,000.00
6310.000.37 Legal-Austin East	10,000	0.00	1,090.20	1,090.20	8,909.80
Total Expenditures	47,000	0.00	1,090.20	1,090.20	45,909.80
Excess Revenue Over (Under) Expenditures	0	0.00	(1,090.20)	(1,090.20)	(1,090.20)

Montgomery County Transportation Improvement District Income and Expense Report by Project

42 - Deer Valley

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4132.000.42 City of Miamisburg	66,568	0.00	0.00	0.00	(66,568.00)
Total Revenues	66,568	0.00	0.00	0.00	(66,568.00)
<u>Expenditures (All non-capitalized costs)</u>					
5521.000.42 Inspection Services-Deer Valley	2,481	0.00	1,500.93	1,500.93	980.07
5530.000.42 Construction - Deer Valley	117,493	0.00	0.00	0.00	117,493.00
Total Expenditures	119,974	0.00	1,500.93	1,500.93	118,473.07
Excess Revenue Over (Under) Expenditures	(53,406)	0.00	(1,500.93)	(1,500.93)	51,905.07

Montgomery County Transportation Improvement District

Statement of Activity - MTD and YTD by Fund

703 - 725/741 Development Fund

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.030.31 Township - Other	265,219	0.00	132,609.68	132,609.68	(132,609.32)
4132.000.52 JEDD Revenue	101,853	0.00	0.00	0.00	(101,853.00)
4132.001.52 City of Miamisburg	101,853	0.00	0.00	0.00	(101,853.00)
Total Revenues	468,925	0.00	132,609.68	132,609.68	(336,315.32)
<u>Expenditures (All non-capitalized costs)</u>					
5500.000.52 Construction - 70/725 Ped Acc	200,690	0.00	0.00	0.00	200,690.00
6310.001.52 Misc legal exp - 75/725 Ped Acc	3,016	0.00	0.00	0.00	3,016.00
8610.000.31 Debt Service-Principal	232,974	0.00	115,619.68	115,619.68	117,354.32
8620.000.31 Debt Service-Interest	32,245	0.00	16,990.00	16,990.00	15,255.00
Total Expenditures	468,925	0.00	132,609.68	132,609.68	336,315.32
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

Montgomery County Transportation Improvement District Income and Expense Report by Project

31 - Vienna Parkway

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.030.31 Township - Other	265,219	0.00	132,609.68	132,609.68	(132,609.32)
Total Revenues	265,219	0.00	132,609.68	132,609.68	(132,609.32)
<u>Expenditures (All non-capitalized costs)</u>					
8610.000.31 Debt Service-Principal	232,974	0.00	115,619.68	115,619.68	117,354.32
8620.000.31 Debt Service-Interest	32,245	0.00	16,990.00	16,990.00	15,255.00
Total Expenditures	265,219	0.00	132,609.68	132,609.68	132,609.32
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

Montgomery County Transportation Improvement District

Income and Expense Report by Project

52 - 75/725 Pedestrian Access

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4132.000.52 JEDD Revenue	101,853	0.00	0.00	0.00	(101,853.00)
4132.001.52 City of Miamisburg	101,853	0.00	0.00	0.00	(101,853.00)
Total Revenues	203,706	0.00	0.00	0.00	(203,706.00)
<u>Expenditures (All non-capitalized costs)</u>					
5500.000.52 Construction - 70/725 Ped Acc	200,690	0.00	0.00	0.00	200,690.00
6310.001.52 Misc legal exp - 75/725 Ped Acc	3,016	0.00	0.00	0.00	3,016.00
Total Expenditures	203,706	0.00	0.00	0.00	203,706.00
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

707 - I70/75 Development

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.012.41 EDGE	500,000	0.00	0.00	0.00	(500,000.00)
4100.015.56 OPWC Funding Ring Rd	2,500,000	0.00	0.00	0.00	(2,500,000.00)
4100.020.47 Township	963,084	153,960.71	661,450.93	815,411.64	(147,672.36)
4100.030.26 County	104,834	0.00	52,417.14	52,417.14	(52,416.86)
4100.030.49 County	43,850	0.00	0.00	0.00	(43,850.00)
4100.031.49 County Engineer	131,500	0.00	0.00	0.00	(131,500.00)
4110.000.15 City of Union TIF Deposit	2,562,275	0.00	735,775.81	735,775.81	(1,826,499.19)
4110.000.49 City of Union	0	0.00	383.13	383.13	383.13
4110.001.32 SIB Draw - OSR/DL paid from code 32	0	0.00	7,470.00	7,470.00	7,470.00
4110.001.41 SIB Draw - OSR/DL paid from code 41	0	0.00	15,525.00	15,525.00	15,525.00
4110.001.45 SIB Draw - OSR/DL paid from code 45	0	0.00	3,500.00	3,500.00	3,500.00
4110.001.49 SIB Draw - Fred/OSR paid from code 49	3,439,739	0.00	0.00	0.00	(3,439,739.00)
4110.001.54 SIB Draw - MD Ph2 paid from code 54	45,215	0.00	68,857.54	68,857.54	23,642.54
4110.001.56 SIB Draw - Ring paid from code 56	1,500,000	0.00	212,398.51	212,398.51	(1,287,601.49)
4110.002.15 Union Projects Agreement	48,000	0.00	0.00	0.00	(48,000.00)
4110.002.38 SIB Draw - OSR/DL paid from code 38	461,875	0.00	0.00	0.00	(461,875.00)
4110.002.56 TID Grant - Ring Rd	1,000,000	0.00	0.00	0.00	(1,000,000.00)
4110.003.15 City of Union Project Deposit	1,000,000	0.00	0.00	0.00	(1,000,000.00)
4110.003.32 City of Union - Ligthner/Peters	0	0.00	5,151.00	5,151.00	5,151.00
4110.003.51 City of Union Project Deposit	667,850	67,800.00	576,039.00	643,839.00	(24,011.00)
4110.005.44 SBIG 629 Grant-Douglas	124,073	0.00	0.00	0.00	(124,073.00)
4110.005.56 SBIG 629 Grant-Ring Rd	362,309	0.00	0.00	0.00	(362,309.00)
4110.010.15 SIB Draw - Martindale Rd Phase 1	2,933	0.00	2,932.50	2,932.50	(0.50)
4132.000.36 City of Dayton - Maintenance payment	25,000	0.00	25,000.00	25,000.00	0.00
4132.001.26 City Union	104,834	0.00	52,417.14	52,417.14	(52,416.86)
4132.002.26 City of Vandalia	29,252	0.00	14,626.20	14,626.20	(14,625.80)
Total Revenues	15,616,623	221,760.71	2,433,943.90	2,655,704.61	(12,960,918.39)
Expenditures (All non-capitalized costs)					
5110.000.56 Acquisition Costs	7,500	0.00	0.00	0.00	7,500.00
5310.000.47 Engineering Services-Benchwood Station	11,160	1,225.00	3,010.35	4,235.35	6,924.65
5310.001.41 Engineering Services-OSR Curve	0	0.00	15,525.00	15,525.00	(15,525.00)
5310.001.54 Engineering Services-Martindale Ext Ph 2	6,713	0.00	11,712.75	11,712.75	(4,999.75)
5310.001.56 Engineering Services-Ring Road Ph 1	198,691	0.00	194,889.65	194,889.65	3,801.35
5310.002.56 Engineering Services-Ring Road Const Docs	0	19,195.00	0.00	19,195.00	(19,195.00)
5310.003.38 Engineering Services-DLR/OSR	13,565	0.00	0.00	0.00	13,565.00
5310.005.32 Engineering Services- Lightner/Peters	5,150	0.00	5,151.00	5,151.00	(1.00)
5330.000.47 ROW/Appraisals-Benchwood Station	55,000	0.00	0.00	0.00	55,000.00
5330.000.56 Right Of Way - Ring Road Appraisal Svcs	0	1,875.00	8,250.00	10,125.00	(10,125.00)
5521.000.36 Support Services - Dayton Maintenance Pmt	25,000	0.00	25,000.00	25,000.00	0.00
5521.000.47 Inspection Svcs-Benchwood	100,249	0.00	86,800.00	86,800.00	13,449.00
5530.000.44 Construction-Douglas Way Ext	276,237	0.00	0.00	0.00	276,237.00
5530.000.47 Construction-Benchwood Station	804,145	25,092.00	1,048,312.20	1,073,404.20	(269,259.20)
5530.000.49 Construction - FP/OSR Peters/OSR	3,439,689	0.00	0.00	0.00	3,439,689.00
5530.000.54 Construction - Martindale Ext 2 05 at 124930	0	272,752.00	0.00	272,752.00	(272,752.00)
5530.001.38 Construction - DLR/OSR	453,912	0.00	0.00	0.00	453,912.00
5530.008.15 Construction - Union Paving	984,500	0.00	0.00	0.00	984,500.00
5530.008.51 Construction - Ph2 WWTP	663,735	67,800.00	576,039.00	643,839.00	19,896.00

Montgomery County Transportation Improvement District

Statement of Activity - MTD and YTD by Fund

707 - I70/75 Development

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
5540.001.49 Project Management Fee - Fred/OSR	160,400	0.00	0.00	0.00	160,400.00
5540.001.54 Project Management Fee - Martindale Ph2	25,000	0.00	0.00	0.00	25,000.00
5540.001.56 Project Management Fee - Ring Rd	30,000	0.00	0.00	0.00	30,000.00
5540.002.15 Project Management Fee - Paving	15,000	0.00	0.00	0.00	15,000.00
5540.003.15 Project Management Fee - Proj Agrmt	48,000	0.00	0.00	0.00	48,000.00
6300.000.15 Legal Expenses	50,000	0.00	0.00	0.00	50,000.00
6310.000.43 Misc Legal-Miller Lane	0	0.00	(1,875.00)	(1,875.00)	1,875.00
6310.000.49 Misc Legal-FP/OSR Peters/OSR	13,468	0.00	0.00	0.00	13,468.00
6310.000.51 Misc Legal-WWTP Ph 2	4,115	0.00	0.00	0.00	4,115.00
6310.000.54 Misc Legal-Martindale Ph 2	13,502	0.00	1,589.30	1,589.30	11,912.70
6310.001.15 Union Project Mgmt/Development	63,000	0.00	0.00	0.00	63,000.00
6310.001.43 Misc Legal-Benchwood Station	0	0.00	21,552.46	21,552.46	(21,552.46)
6310.001.47 Misc Legal-Benchwood Station	20,000	0.00	1,875.00	1,875.00	18,125.00
6310.001.56 Misc Legal-Ring Road Ph 1	23,183	0.00	0.00	0.00	23,183.00
6310.003.41 Misc Legal-Dayton Freight-OSR	0	0.00	2,070.00	2,070.00	(2,070.00)
6310.005.15 Misc Legal-Union Paving Project	500	0.00	0.00	0.00	500.00
8400.000.54 Return of Project Reimburseables-Martindale Ph 2	0	0.00	9,000.00	9,000.00	(9,000.00)
8400.001.00 TIF Reimburseables	0	0.00	6,300.10	6,300.10	(6,300.10)
8400.006.15 Return of SIB Reimburseables-Martindale	150,000	0.00	0.00	0.00	150,000.00
8610.000.15 Debt Service-Principal	1,402,665	0.00	696,116.67	696,116.67	706,548.33
8610.000.26 Debt Service-Principal	199,259	0.00	98,887.74	98,887.74	100,371.26
8610.001.15 Debt Service-Principal (DP Bond Fund)	100,000	0.00	50,000.00	50,000.00	50,000.00
8630.000.15 Debt Service-Interest	69,121	0.00	39,776.61	39,776.61	29,344.39
8630.000.26 Debt Service-Interest	39,661	0.00	20,572.75	20,572.75	19,088.25
8630.001.15 Debt Service-Interest (DP Bond Fund)	3,637	0.00	2,299.67	2,299.67	1,337.33
Total Expenditures	9,475,757	387,939.00	2,922,855.25	3,310,794.25	6,164,962.75
Excess Revenue Over (Under) Expenditures	6,140,866	(166,178.29)	(488,911.35)	(655,089.64)	(6,795,955.64)

Montgomery County Transportation Improvement District Income and Expense Report by Project

15 - Airpark Boulevard

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4110.000.15 City of Union TIF Deposit	2,562,275	0.00	735,775.81	735,775.81	(1,826,499.19)
4110.002.15 Union Projects Agreement	48,000	0.00	0.00	0.00	(48,000.00)
4110.003.15 City of Union Project Deposit	1,000,000	0.00	0.00	0.00	(1,000,000.00)
4110.010.15 SIB Draw - Martindale Rd Phase 1	2,933	0.00	2,932.50	2,932.50	(0.50)
Total Revenues	3,613,208	0.00	738,708.31	738,708.31	(2,874,499.69)
Expenditures (All non-capitalized costs)					
5530.008.15 Construction - Union Paving	984,500	0.00	0.00	0.00	984,500.00
5540.002.15 Project Management Fee - Paving	15,000	0.00	0.00	0.00	15,000.00
5540.003.15 Project Management Fee - Proj Agrmt	48,000	0.00	0.00	0.00	48,000.00
6300.000.15 Legal Expenses	50,000	0.00	0.00	0.00	50,000.00
6310.001.15 Union Project Mgmt/Development	63,000	0.00	0.00	0.00	63,000.00
6310.005.15 Misc Legal-Union Paving Project	500	0.00	0.00	0.00	500.00
8400.006.15 Return of SIB Reimbursables- Martindale	150,000	0.00	0.00	0.00	150,000.00
8610.000.15 Debt Service-Principal	1,402,665	0.00	696,116.67	696,116.67	706,548.33
8610.001.15 Debt Service-Principal (DP Bond Fund)	100,000	0.00	50,000.00	50,000.00	50,000.00
8630.000.15 Debt Service-Interest	69,121	0.00	39,776.61	39,776.61	29,344.39
8630.001.15 Debt Service-Interest (DP Bond Fund)	3,637	0.00	2,299.67	2,299.67	1,337.33
Total Expenditures	2,886,423	0.00	788,192.95	788,192.95	2,098,230.05
Excess Revenue Over (Under) Expenditures	726,785	0.00	(49,484.64)	(49,484.64)	(776,269.64)

Montgomery County Transportation Improvement District Income and Expense Report by Project

26 - SR40 Project

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.030.26 County	104,834	0.00	52,417.14	52,417.14	(52,416.86)
4132.001.26 City Union	104,834	0.00	52,417.14	52,417.14	(52,416.86)
4132.002.26 City of Vandalia	29,252	0.00	14,626.20	14,626.20	(14,625.80)
Total Revenues	238,920	0.00	119,460.48	119,460.48	(119,459.52)
<u>Expenditures (All non-capitalized costs)</u>					
8610.000.26 Debt Service-Principal	199,259	0.00	98,887.74	98,887.74	100,371.26
8630.000.26 Debt Service-Interest	39,661	0.00	20,572.75	20,572.75	19,088.25
Total Expenditures	238,920	0.00	119,460.49	119,460.49	119,459.51
Excess Revenue Over (Under) Expenditures	0	0.00	(0.01)	(0.01)	(0.01)

Montgomery County Transportation Improvement District Income and Expense Report by Project

32 - Lightner Road

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.001.32 SIB Draw - OSR/DL paid from code 32	0	0.00	7,470.00	7,470.00	7,470.00
4110.003.32 City of Union - Ligthner/Peters	0	0.00	5,151.00	5,151.00	5,151.00
Total Revenues	0	0.00	12,621.00	12,621.00	12,621.00
<u>Expenditures (All non-capitalized costs)</u>					
5310.005.32 Engineering Services- Lightner/Peters	5,150	0.00	5,151.00	5,151.00	(1.00)
Total Expenditures	5,150	0.00	5,151.00	5,151.00	(1.00)
Excess Revenue Over (Under) Expenditures	(5,150)	0.00	7,470.00	7,470.00	12,620.00

Montgomery County Transportation Improvement District

Income and Expense Report by Project

36 - Vandalia Maintenance Agreement

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
Total Revenues	0	0.00	0.00	0.00	0.00
<u>Expenditures (All non-capitalized costs)</u>					
5521.000.36 Support Services - Dayton Maintenance Pmt	25,000	0.00	25,000.00	25,000.00	0.00
Total Expenditures	25,000	0.00	25,000.00	25,000.00	0.00
Excess Revenue Over (Under) Expenditures	(25,000)	0.00	(25,000.00)	(25,000.00)	0.00

Montgomery County Transportation Improvement District Income and Expense Report by Project

38 - Dogleg

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.002.38 SIB Draw - OSR/DL paid from code 38	461,875	0.00	0.00	0.00	(461,875.00)
Total Revenues	461,875	0.00	0.00	0.00	(461,875.00)
<u>Expenditures (All non-capitalized costs)</u>					
5310.003.38 Engineering Services-DLR/OSR	13,565	0.00	0.00	0.00	13,565.00
5530.001.38 Construction - DLR/OSR	453,912	0.00	0.00	0.00	453,912.00
Total Expenditures	467,477	0.00	0.00	0.00	467,477.00
Excess Revenue Over (Under) Expenditures	(5,602)	0.00	0.00	0.00	5,602.00

Montgomery County Transportation Improvement District Income and Expense Report by Project

41 - Springfield-Peters Pike

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.012.41 EDGE	500,000	0.00	0.00	0.00	(500,000.00)
4110.001.41 SIB Draw - OSR/DL paid from code 41	0	0.00	15,525.00	15,525.00	15,525.00
Total Revenues	500,000	0.00	15,525.00	15,525.00	(484,475.00)
<u>Expenditures (All non-capitalized costs)</u>					
5310.001.41 Engineering Services-OSR Curve	0	0.00	15,525.00	15,525.00	(15,525.00)
6310.003.41 Misc Legal-Dayton Freight-OSR	0	0.00	2,070.00	2,070.00	(2,070.00)
Total Expenditures	0	0.00	17,595.00	17,595.00	(17,595.00)
Excess Revenue Over (Under) Expenditures	500,000	0.00	(2,070.00)	(2,070.00)	(502,070.00)

Montgomery County Transportation Improvement District Income and Expense Report by Project

43 - BT - Miller Lane

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
Total Revenues	0	0.00	0.00	0.00	0.00
<u>Expenditures (All non-capitalized costs)</u>					
6310.000.43 Misc Legal-Miller Lane	0	0.00	(1,875.00)	(1,875.00)	1,875.00
6310.001.43 Misc Legal-Benchwood Station	0	0.00	21,552.46	21,552.46	(21,552.46)
Total Expenditures	0	0.00	19,677.46	19,677.46	(19,677.46)
Excess Revenue Over (Under) Expenditures	0	0.00	(19,677.46)	(19,677.46)	(19,677.46)

Montgomery County Transportation Improvement District Income and Expense Report by Project

44 - Douglas Way

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.005.44 SBIG 629 Grant-Douglas	124,073	0.00	0.00	0.00	(124,073.00)
Total Revenues	124,073	0.00	0.00	0.00	(124,073.00)
<u>Expenditures (All non-capitalized costs)</u>					
5530.000.44 Construction-Douglas Way Ext	276,237	0.00	0.00	0.00	276,237.00
Total Expenditures	276,237	0.00	0.00	0.00	276,237.00
Excess Revenue Over (Under) Expenditures	(152,164)	0.00	0.00	0.00	152,164.00

Montgomery County Transportation Improvement District

Income and Expense Report by Project

45 - Union Airpark Blvd Ext

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.001.45 SIB Draw - OSR/DL paid from code 45	0	0.00	3,500.00	3,500.00	3,500.00
Total Revenues	0	0.00	3,500.00	3,500.00	3,500.00
<u>Expenditures (All non-capitalized costs)</u>					
Total Expenditures	0	0.00	0.00	0.00	0.00
Excess Revenue Over (Under) Expenditures	0	0.00	3,500.00	3,500.00	3,500.00

Montgomery County Transportation Improvement District Income and Expense Report by Project

47 - Benchwood Station

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.020.47 Township	963,084	153,960.71	661,450.93	815,411.64	(147,672.36)
Total Revenues	963,084	153,960.71	661,450.93	815,411.64	(147,672.36)
<u>Expenditures (All non-capitalized costs)</u>					
5310.000.47 Engineering Services-Benchwood Station	11,160	1,225.00	3,010.35	4,235.35	6,924.65
5330.000.47 ROW/Appraisals-Benchwood Station	55,000	0.00	0.00	0.00	55,000.00
5521.000.47 Inspection Svcs-Benchwood	100,249	0.00	86,800.00	86,800.00	13,449.00
5530.000.47 Construction-Benchwood Station	804,145	25,092.00	1,048,312.20	1,073,404.20	(269,259.20)
6310.001.47 Misc Legal-Benchwood Station	20,000	0.00	1,875.00	1,875.00	18,125.00
Total Expenditures	990,554	26,317.00	1,139,997.55	1,166,314.55	(175,760.55)
Excess Revenue Over (Under) Expenditures	(27,470)	127,643.71	(478,546.62)	(350,902.91)	(323,432.91)

Montgomery County Transportation Improvement District

Income and Expense Report by Project

49 - Frederick Pike/OSR Imp Proj

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.030.49 County	43,850	0.00	0.00	0.00	(43,850.00)
4100.031.49 County Engineer	131,500	0.00	0.00	0.00	(131,500.00)
4110.000.49 City of Union	0	0.00	383.13	383.13	383.13
4110.001.49 SIB Draw - Fred/OSR paid from code 49	3,439,739	0.00	0.00	0.00	(3,439,739.00)
Total Revenues	3,615,089	0.00	383.13	383.13	(3,614,705.87)
<u>Expenditures (All non-capitalized costs)</u>					
5530.000.49 Construction - FP/OSR Peters/OSR	3,439,689	0.00	0.00	0.00	3,439,689.00
5540.001.49 Project Management Fee - Fred/OSR	160,400	0.00	0.00	0.00	160,400.00
6310.000.49 Misc Legal-FP/OSR Peters/OSR	13,468	0.00	0.00	0.00	13,468.00
Total Expenditures	3,613,557	0.00	0.00	0.00	3,613,557.00
Excess Revenue Over (Under) Expenditures	1,532	0.00	383.13	383.13	(1,148.87)

Montgomery County Transportation Improvement District

Income and Expense Report by Project

51 - Wastewater Treatment Plant

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.003.51 City of Union Project Deposit	667,850	67,800.00	576,039.00	643,839.00	(24,011.00)
Total Revenues	667,850	67,800.00	576,039.00	643,839.00	(24,011.00)
<u>Expenditures (All non-capitalized costs)</u>					
5530.008.51 Construction - Ph2 WWTP	663,735	67,800.00	576,039.00	643,839.00	19,896.00
6310.000.51 Misc Legal-WWTP Ph 2	4,115	0.00	0.00	0.00	4,115.00
Total Expenditures	667,850	67,800.00	576,039.00	643,839.00	24,011.00
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

Montgomery County Transportation Improvement District Income and Expense Report by Project

54 - Martindale Phase 2

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.001.54 SIB Draw - MD Ph2 paid from code 54	45,215	0.00	68,857.54	68,857.54	23,642.54
Total Revenues	45,215	0.00	68,857.54	68,857.54	23,642.54
<u>Expenditures (All non-capitalized costs)</u>					
5310.001.54 Engineering Services-Martindale Ext Ph 2	6,713	0.00	11,712.75	11,712.75	(4,999.75)
5530.000.54 Construction - Martindale Ext 2	0	272,752.00	0.00	272,752.00	(272,752.00)
5540.001.54 Project Management Fee - Martindale Ph2	25,000	0.00	0.00	0.00	25,000.00
6310.000.54 Misc Legal-Martindale Ph 2	13,502	0.00	1,589.30	1,589.30	11,912.70
8400.000.54 Return of Project Reimburseables-Martindale Ph 2	0	0.00	9,000.00	9,000.00	(9,000.00)
Total Expenditures	45,215	272,752.00	22,302.05	295,054.05	(249,839.05)
Excess Revenue Over (Under) Expenditures	0	(272,752.00)	46,555.49	(226,196.51)	(226,196.51)

Montgomery County Transportation Improvement District Income and Expense Report by Project

56 - Ring Road

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.015.56 OPWC Funding Ring Rd	2,500,000	0.00	0.00	0.00	(2,500,000.00)
4110.001.56 SIB Draw - Ring paid from code 56	1,500,000	0.00	212,398.51	212,398.51	(1,287,601.49)
4110.002.56 TID Grant - Ring Rd	1,000,000	0.00	0.00	0.00	(1,000,000.00)
4110.005.56 SBIG 629 Grant-Ring Rd	362,309	0.00	0.00	0.00	(362,309.00)
Total Revenues	5,362,309	0.00	212,398.51	212,398.51	(5,149,910.49)
<u>Expenditures (All non-capitalized costs)</u>					
5110.000.56 Acquisition Costs	7,500	0.00	0.00	0.00	7,500.00
5310.001.56 Engineering Services-Ring Road Ph 1	198,691	0.00	194,889.65	194,889.65	3,801.35
5310.002.56 Engineering Services-Ring Road Const Docs	0	19,195.00	0.00	19,195.00	(19,195.00)
5330.000.56 Right Of Way - Ring Road Appraisal Svcs	0	1,875.00	8,250.00	10,125.00	(10,125.00)
5540.001.56 Project Management Fee - Ring Rd	30,000	0.00	0.00	0.00	30,000.00
6310.001.56 Misc Legal-Ring Road Ph 1	23,183	0.00	0.00	0.00	23,183.00
Total Expenditures	259,374	21,070.00	203,139.65	224,209.65	35,164.35
Excess Revenue Over (Under) Expenditures	5,102,935	(21,070.00)	9,258.86	(11,811.14)	(5,114,746.14)

Montgomery County Transportation Improvement District

Statement of Activity - MTD and YTD by Fund

708 - City of Brookville

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.000.00 City of Brookville	146,874	0.00	0.00	0.00	(146,874.00)
Total Revenues	146,874	0.00	0.00	0.00	(146,874.00)
<u>Expenditures (All non-capitalized costs)</u>					
8610.000.00 Debt Service-Principal	99,208	0.00	0.00	0.00	99,208.00
8630.000.00 Debt Service-Interest	47,666	0.00	0.00	0.00	47,666.00
Total Expenditures	146,874	0.00	0.00	0.00	146,874.00
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

710 - 675 Development Fund

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.000.00 City of Centerville	7,629	0.00	18,914.57	18,914.57	11,285.57
4111.002.00 SIB Draws for 675/Wilmington Interchange	81,183	0.00	1,110.31	1,110.31	(80,072.69)
4111.003.00 TRAC Funding	61,032	32,274.72	36,674.97	68,949.69	7,917.69
4111.004.00 SIB Draws paid with Trac submissions Ph2	7,629	4,034.34	4,034.34	8,068.68	439.68
4112.000.00 Greene County	0	0.00	2,363.15	2,363.15	2,363.15
Total Revenues	157,473	36,309.06	63,097.34	99,406.40	(58,066.60)
<u>Expenditures (All non-capitalized costs)</u>					
5310.000.00 Engineering Services	22,635	0.00	0.00	0.00	22,635.00
5310.001.00 675/Wilm Eng Serv	76,290	8,207.29	75,077.93	83,285.22	(6,995.22)
6300.000.00 Legal Expenses-675/Wilmington	200	0.00	0.00	0.00	200.00
8610.000.00 Debt Service-Principal	81,894	0.00	40,609.14	40,609.14	41,284.86
8630.000.00 Debt Service-Interest	20,938	0.00	10,765.58	10,765.58	10,172.42
Total Expenditures	201,957	8,207.29	126,452.65	134,659.94	67,297.06
Excess Revenue Over (Under) Expenditures	(44,484)	28,101.77	(63,355.31)	(35,253.54)	9,230.46

Montgomery County Transportation Improvement District

Statement of Activity - MTD and YTD by Fund

712 - Miamisburg Downtown Projects

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4132.000.50 City of Miamisburg	3,951,938	596,349.81	1,115,295.63	1,711,645.44	(2,240,292.56)
Total Revenues	3,951,938	596,349.81	1,115,295.63	1,711,645.44	(2,240,292.56)
<u>Expenditures (All non-capitalized costs)</u>					
5530.000.50 Construction - Sycamore Trails	3,951,938	596,349.81	1,115,295.63	1,711,645.44	2,240,292.56
5540.000.50 Project Management Fee - Sycamore Trails	309,000	0.00	0.00	0.00	309,000.00
Total Expenditures	4,260,938	596,349.81	1,115,295.63	1,711,645.44	2,549,292.56
Excess Revenue Over (Under) Expenditures	(309,000)	0.00	0.00	0.00	309,000.00

Montgomery County Transportation Improvement District

Statement of Activity - MTD and YTD by Fund

715 - Riverside

For 6/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 06/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4131.000.00 City of Riverside (or earmarks)	544,930	0.00	176,571.59	176,571.59	(368,358.41)
Total Revenues	544,930	0.00	176,571.59	176,571.59	(368,358.41)
<u>Expenditures (All non-capitalized costs)</u>					
5310.001.00 Engineering Svcs-SS4A Study	509,930	248,911.93	38,658.57	287,570.50	222,359.50
5540.000.00 Project Management Fee - Riverside	25,000	0.00	0.00	0.00	25,000.00
6300.000.58 Legal Expenses-Woodman Gateway	10,000	0.00	1,380.00	1,380.00	8,620.00
Total Expenditures	544,930	248,911.93	40,038.57	288,950.50	255,979.50
Excess Revenue Over (Under) Expenditures	0	(248,911.93)	136,533.02	(112,378.91)	(112,378.91)

**Montgomery County TID
Bank Reconciliation
All Accounts**

As Of June 30, 2025

Key Bank Checking	1,013,116.11
Less Outstanding Checks	(260,599.98)
Key Bank Savings	16,337.14
Star Ohio	2,936,569.94
US Bank - Austin Landing	-
Reconciliation issue	(0.01)
Adjusted balance	<u>3,705,423.20</u>

Reconciliation of TID Unrestricted Cash Balance

Adjusted Bank Balance	3,705,423.20
Less Funds held for other:	
Sycamore Trails	(309,000.03)
Austin Landing Trust	-
Church Connector	(1,839.98)
Air Cargo (Concord)	(22,743.84)
675 Development	(2,703.92)
Terrington PS/Deer Valley	(52,692.51)
Union	<u>(1,837,841.28)</u>

Fund	700 Operating Fund	1,743,705.50
	702 Austin Road	
	TID Deficit Carry on unreimbursed (b/c reserves)	-
	Austin East	(10,451.65)
	Miamisburg Funds:	
	Church Connector	1,839.98
	Austin Landing Phase 1/2 Trust	-
	Terrington PS/Deer Valley	52,692.51
	703 725/741 Development Fund	(689.98)
	707 I70/I75 Development Fund	-
	City of Union TIF Deposits (used for others)	984,943.30
	City of Union - Other Projects	852,897.98
	City of Union - Lightner	-
	Benchwood Station	(591.80)
	Air Cargo (Concord)	22,743.84
	710 675 Development Fund	2,703.92
	712 Downtown Miamisburg	
	Riverfront Park Phase 2	-
	Sycamore Trails	309,000.03
	715 Riverside	(253,491.93)
	716 Clay Twp/Clayton	121.50
	Total	<u>3,705,423.20</u>
	Variance	<u>-</u>

Unrestricted TID Cash Balance for operations - CM	1,478,601.64
Unrestricted TID Cash Balance for operations - PM	1,772,244.64

Project Carrying Costs

Austin East	10,452
Riverside	253,492
725/741 Pedestrian Access	690
Benchwood	592
675 Wilmington Pike	-
	<u>265,225</u>

TID Fees 2025 year to date:

Union Development Fees	24,000
Frederick/OSR Intersection	12,500
Martindale Phase 2	25,000
Ring Road	30,000
Other Operating Revenue - Montgomery County	300,000

JULY 2025 FINANCIAL REPORTS

Montgomery County Transportation Improvement District

Statement of Activity - MTD and YTD by Fund

700 - Operating Fund

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4131.000.00 County	300,000	0.00	300,000.00	300,000.00	0.00
4510.000.00 Interest On Cash Balances	100,000	10,711.42	83,963.13	94,674.55	(5,325.45)
4600.000.00 Charges For Service	116,000	0.00	0.00	0.00	(116,000.00)
4600.023.00 Church Connector	0	25,000.00	0.00	25,000.00	25,000.00
4600.024.00 Union Development Fee	0	4,000.00	24,000.00	28,000.00	28,000.00
4600.043.00 Sycamore Trails	184,000	0.00	0.00	0.00	(184,000.00)
4600.045.00 Martindale Phase 2	0	0.00	25,000.00	25,000.00	25,000.00
4600.046.00 Ring Road	0	0.00	30,000.00	30,000.00	30,000.00
4600.047.00 Frederick Pike/OSR	0	37,500.00	12,500.00	50,000.00	50,000.00
Total Revenues	700,000	77,211.42	475,463.13	552,674.55	(147,325.45)
<u>Expenditures (All non-capitalized costs)</u>					
7110.010.00 Wages	450,000	32,052.08	192,312.48	224,364.56	225,635.44
7110.030.00 Bonuses	0	0.00	61,300.00	61,300.00	(61,300.00)
7120.000.00 PERS	55,000	8,974.58	24,576.99	33,551.57	21,448.43
7130.000.00 Workers Compensation	5,500	444.57	3,029.42	3,473.99	2,026.01
7140.000.00 Medicare	6,000	443.96	3,564.48	4,008.44	1,991.56
7150.000.00 Health Insurance	95,000	15,573.00	45,096.00	60,669.00	34,331.00
7151.000.00 Dental Insurance	0	283.56	1,701.36	1,984.92	(1,984.92)
7160.000.00 Disability Insurance	8,000	337.03	2,022.18	2,359.21	5,640.79
7170.000.00 Holding Account	0	(300.00)	550.00	250.00	(250.00)
7310.000.00 Contract Services	15,000	0.00	0.00	0.00	15,000.00
7310.021.00 Contract Services - Eddy (Unallocated)	50,000	600.00	8,550.00	9,150.00	40,850.00
7310.022.00 Contract Services - Eddy (Miamisburg)	0	2,050.00	6,850.00	8,900.00	(8,900.00)
7311.000.00 Internet	8,500	0.00	10.00	10.00	8,490.00
7312.000.00 Audit & Accounting	43,000	10,218.50	17,252.25	27,470.75	15,529.25
7312.001.00 Payroll Processing Charges	3,500	98.66	653.11	751.77	2,748.23
7315.000.00 Internet Service	0	502.00	3,019.42	3,521.42	(3,521.42)
7320.000.00 Legal Expenses	50,000	0.00	7,960.65	7,960.65	42,039.35
7320.005.00 Legal Expenses-West Carrollton	0	0.00	999.35	999.35	(999.35)
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	12,273.00	12,273.00	(3,773.00)
7510.000.00 Office Supplies	3,000	0.00	1,566.33	1,566.33	1,433.67
7510.003.00 Cellular Phone	0	300.00	1,800.00	2,100.00	(2,100.00)
7510.006.00 Postage	3,000	73.25	1,657.48	1,730.73	1,269.27
7510.010.00 Dues & Subscriptions	25,000	550.00	10,800.99	11,350.99	13,649.01
7510.011.00 Conference Room Rental	0	0.00	4,267.56	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	420.14	1,346.32	1,766.46	3,733.54
7520.000.00 Travel	20,000	0.00	1,488.25	1,488.25	18,511.75
7520.020.00 Milage Reimbursment	0	538.81	4,387.91	4,926.72	(4,926.72)
7520.021.00 Other transportation costs	0	0.00	206.64	206.64	(206.64)
7520.030.00 Meals	0	171.96	1,906.86	2,078.82	(2,078.82)
7520.035.00 Parking	0	35.00	1,904.49	1,939.49	(1,939.49)
7530.000.00 Miscellaneous Supplies	0	0.00	253.09	253.09	(253.09)
7920.000.00 Bank Service Charges	2,000	472.49	1,391.07	1,863.56	136.44
7930.000.00 Insurance	35,000	0.00	0.00	0.00	35,000.00
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
Total Expenditures	934,000	73,839.59	424,697.68	498,537.27	435,462.73
Excess Revenue Over (Under) Expenditures	(234,000)	3,371.83	50,765.45	54,137.28	288,137.28

Montgomery County Transportation Improvement District

Statement of Activity - MTD and YTD by Fund

702 - Austin Road

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.020.24 Township	56,910	0.00	28,454.92	28,454.92	(28,455.08)
4100.020.37 Township	47,000	0.00	0.00	0.00	(47,000.00)
4100.021.08 Township Phase 2	808,806	0.00	0.00	0.00	(808,806.00)
4111.004.13 Church Connector Federal Earmark	549,377	0.00	176,000.51	176,000.51	(373,376.49)
4132.000.13 City of Miamisburg	107,600	8,602.47	0.00	8,602.47	(98,997.53)
4132.000.30 City of Miamisburg	146,587	0.00	73,293.58	73,293.58	(73,293.42)
4132.000.42 City of Miamisburg	66,568	43,920.20	0.00	43,920.20	(22,647.80)
Total Revenues	1,782,848	52,522.67	277,749.01	330,271.68	(1,452,576.32)
<u>Expenditures (All non-capitalized costs)</u>					
5110.000.37 Acquisition - Austin East	12,000	0.00	0.00	0.00	12,000.00
5310.000.13 Engineering Services-Church Connector	626,977	4,219.21	178,256.27	182,475.48	444,501.52
5320.000.13 Project Management - Church Connector	25,000	0.00	0.00	0.00	25,000.00
5320.000.37 Project Management - Austin East	25,000	0.00	0.00	0.00	25,000.00
5521.000.42 Inspection Services-Deer Valley	2,481	0.00	1,500.93	1,500.93	980.07
5530.000.42 Construction - Deer Valley	117,493	76,944.25	0.00	76,944.25	40,548.75
6310.000.37 Legal-Austin East	10,000	0.00	1,090.20	1,090.20	8,909.80
6310.001.13 Misc legal exp - Church Conn	5,000	0.00	0.00	0.00	5,000.00
8610.000.24 Debt Service-Principal	49,669	0.00	24,649.52	24,649.52	25,019.48
8610.000.30 Debt Service-Principal	125,404	0.00	62,234.95	62,234.95	63,169.05
8610.001.08 Debt Service-Principal Ph2	570,000	0.00	0.00	0.00	570,000.00
8630.000.24 Debt Service-Interest	7,240	0.00	3,805.40	3,805.40	3,434.60
8630.000.30 Debt Service-Interest	21,184	0.00	11,058.63	11,058.63	10,125.37
8630.001.08 Debt Service-Interest Ph2	238,806	0.00	0.00	0.00	238,806.00
Total Expenditures	1,836,254	81,163.46	282,595.90	363,759.36	1,472,494.64
Excess Revenue Over (Under) Expenditures	(53,406)	(28,640.79)	(4,846.89)	(33,487.68)	19,918.32

Montgomery County Transportation Improvement District Income and Expense Report by Project

08 - Austin Landing

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.021.08 Township Phase 2	808,806	0.00	0.00	0.00	(808,806.00)
Total Revenues	808,806	0.00	0.00	0.00	(808,806.00)
<u>Expenditures (All non-capitalized costs)</u>					
8610.001.08 Debt Service-Principal Ph2	570,000	0.00	0.00	0.00	570,000.00
8630.001.08 Debt Service-Interest Ph2	238,806	0.00	0.00	0.00	238,806.00
Total Expenditures	808,806	0.00	0.00	0.00	808,806.00
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

Montgomery County Transportation Improvement District Income and Expense Report by Project

13 - Church Connector Road

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4111.004.13 Church Connector Federal Earmark	549,377	0.00	176,000.51	176,000.51	(373,376.49)
4132.000.13 City of Miamisburg	107,600	8,602.47	0.00	8,602.47	(98,997.53)
Total Revenues	656,977	8,602.47	176,000.51	184,602.98	(472,374.02)
<u>Expenditures (All non-capitalized costs)</u>					
5310.000.13 Engineering Services-Church Connector	626,977	4,219.21	178,256.27	182,475.48	444,501.52
5320.000.13 Project Management - Church Connector	25,000	0.00	0.00	0.00	25,000.00
6310.001.13 Misc legal exp - Church Conn	5,000	0.00	0.00	0.00	5,000.00
Total Expenditures	656,977	4,219.21	178,256.27	182,475.48	474,501.52
Excess Revenue Over (Under) Expenditures	0	4,383.26	(2,255.76)	2,127.50	2,127.50

Montgomery County Transportation Improvement District

Income and Expense Report by Project

24 - Lyons Bridge Project

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.020.24 Township	56,910	0.00	28,454.92	28,454.92	(28,455.08)
Total Revenues	56,910	0.00	28,454.92	28,454.92	(28,455.08)
<u>Expenditures (All non-capitalized costs)</u>					
8610.000.24 Debt Service-Principal	49,669	0.00	24,649.52	24,649.52	25,019.48
8630.000.24 Debt Service-Interest	7,240	0.00	3,805.40	3,805.40	3,434.60
Total Expenditures	56,909	0.00	28,454.92	28,454.92	28,454.08
Excess Revenue Over (Under) Expenditures	1	0.00	0.00	0.00	(1.00)

Montgomery County Transportation Improvement District
Income and Expense Report by Project
30 - Lower Miambsburg Road
For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4132.000.30 City of Miamisburg	146,587	0.00	73,293.58	73,293.58	(73,293.42)
Total Revenues	146,587	0.00	73,293.58	73,293.58	(73,293.42)
<u>Expenditures (All non-capitalized costs)</u>					
8610.000.30 Debt Service-Principal	125,404	0.00	62,234.95	62,234.95	63,169.05
8630.000.30 Debt Service-Interest	21,184	0.00	11,058.63	11,058.63	10,125.37
Total Expenditures	146,588	0.00	73,293.58	73,293.58	73,294.42
Excess Revenue Over (Under) Expenditures	(1)	0.00	0.00	0.00	1.00

Montgomery County Transportation Improvement District Income and Expense Report by Project

37 - Austin East

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.020.37 Township	47,000	0.00	0.00	0.00	(47,000.00)
Total Revenues	47,000	0.00	0.00	0.00	(47,000.00)
<u>Expenditures (All non-capitalized costs)</u>					
5110.000.37 Acquisition - Austin East	12,000	0.00	0.00	0.00	12,000.00
5320.000.37 Project Management - Austin East	25,000	0.00	0.00	0.00	25,000.00
6310.000.37 Legal-Austin East	10,000	0.00	1,090.20	1,090.20	8,909.80
Total Expenditures	47,000	0.00	1,090.20	1,090.20	45,909.80
Excess Revenue Over (Under) Expenditures	0	0.00	(1,090.20)	(1,090.20)	(1,090.20)

Montgomery County Transportation Improvement District Income and Expense Report by Project

42 - Deer Valley

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4132.000.42 City of Miamisburg	66,568	43,920.20	0.00	43,920.20	(22,647.80)
Total Revenues	66,568	43,920.20	0.00	43,920.20	(22,647.80)
<u>Expenditures (All non-capitalized costs)</u>					
5521.000.42 Inspection Services-Deer Valley	2,481	0.00	1,500.93	1,500.93	980.07
5530.000.42 Construction - Deer Valley	117,493	76,944.25	0.00	76,944.25	40,548.75
Total Expenditures	119,974	76,944.25	1,500.93	78,445.18	41,528.82
Excess Revenue Over (Under) Expenditures	(53,406)	(33,024.05)	(1,500.93)	(34,524.98)	18,881.02

Montgomery County Transportation Improvement District

Statement of Activity - MTD and YTD by Fund

703 - 725/741 Development Fund

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.030.31 Township - Other	265,219	0.00	132,609.68	132,609.68	(132,609.32)
4132.000.52 JEDD Revenue	101,853	0.00	0.00	0.00	(101,853.00)
4132.001.52 City of Miamisburg	101,853	0.00	0.00	0.00	(101,853.00)
Total Revenues	468,925	0.00	132,609.68	132,609.68	(336,315.32)
<u>Expenditures (All non-capitalized costs)</u>					
5500.000.52 Construction - 70/725 Ped Acc	200,690	0.00	0.00	0.00	200,690.00
6310.001.52 Misc legal exp - 75/725 Ped Acc	3,016	0.00	0.00	0.00	3,016.00
8610.000.31 Debt Service-Principal	232,974	0.00	115,619.68	115,619.68	117,354.32
8620.000.31 Debt Service-Interest	32,245	0.00	16,990.00	16,990.00	15,255.00
Total Expenditures	468,925	0.00	132,609.68	132,609.68	336,315.32
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

Montgomery County Transportation Improvement District Income and Expense Report by Project

31 - Vienna Parkway

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.030.31 Township - Other	265,219	0.00	132,609.68	132,609.68	(132,609.32)
Total Revenues	265,219	0.00	132,609.68	132,609.68	(132,609.32)
<u>Expenditures (All non-capitalized costs)</u>					
8610.000.31 Debt Service-Principal	232,974	0.00	115,619.68	115,619.68	117,354.32
8620.000.31 Debt Service-Interest	32,245	0.00	16,990.00	16,990.00	15,255.00
Total Expenditures	265,219	0.00	132,609.68	132,609.68	132,609.32
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

Montgomery County Transportation Improvement District

Income and Expense Report by Project

52 - 75/725 Pedestrian Access

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4132.000.52 JEDD Revenue	101,853	0.00	0.00	0.00	(101,853.00)
4132.001.52 City of Miamisburg	101,853	0.00	0.00	0.00	(101,853.00)
Total Revenues	203,706	0.00	0.00	0.00	(203,706.00)
<u>Expenditures (All non-capitalized costs)</u>					
5500.000.52 Construction - 70/725 Ped Acc	200,690	0.00	0.00	0.00	200,690.00
6310.001.52 Misc legal exp - 75/725 Ped Acc	3,016	0.00	0.00	0.00	3,016.00
Total Expenditures	203,706	0.00	0.00	0.00	203,706.00
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

707 - I70/75 Development

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.012.41 EDGE	500,000	0.00	0.00	0.00	(500,000.00)
4100.015.56 OPWC Funding Ring Rd	2,500,000	60,034.04	0.00	60,034.04	(2,439,965.96)
4100.020.47 Township	963,084	9,550.00	815,411.64	824,961.64	(138,122.36)
4100.030.26 County	104,834	0.00	52,417.14	52,417.14	(52,416.86)
4100.030.49 County	43,850	0.00	0.00	0.00	(43,850.00)
4100.031.49 County Engineer	131,500	1,149.38	0.00	1,149.38	(130,350.62)
4110.000.15 City of Union TIF Deposit	2,562,275	0.00	735,775.81	735,775.81	(1,826,499.19)
4110.000.49 City of Union Developer Contributions	0	1,000,000.00	383.13	1,000,383.13	1,000,383.13
4110.001.32 SIB Draw - OSR/DL paid from code 32	0	0.00	7,470.00	7,470.00	7,470.00
4110.001.41 SIB Draw - OSR/DL paid from code 41	0	0.00	15,525.00	15,525.00	15,525.00
4110.001.45 SIB Draw - OSR/DL paid from code 45	0	0.00	3,500.00	3,500.00	3,500.00
4110.001.49 SIB Draw - Fred/OSR paid from code 49	3,439,739	0.00	0.00	0.00	(3,439,739.00)
4110.001.54 SIB Draw - MD Ph2 paid from code 54	45,215	0.00	68,857.54	68,857.54	23,642.54
4110.001.56 SIB Draw - Ring paid from code 56	1,500,000	0.00	212,398.51	212,398.51	(1,287,601.49)
4110.002.15 Union Projects Agreement	48,000	0.00	0.00	0.00	(48,000.00)
4110.002.38 SIB Draw - OSR/DL paid from code 38	461,875	0.00	0.00	0.00	(461,875.00)
4110.002.56 TID Grant - Ring Rd	1,000,000	0.00	0.00	0.00	(1,000,000.00)
4110.003.15 City of Union Project Deposit	1,000,000	0.00	0.00	0.00	(1,000,000.00)
4110.003.32 City of Union - Ligthner/Peters	0	0.00	5,151.00	5,151.00	5,151.00
4110.003.51 City of Union Project Deposit	667,850	0.00	643,839.00	643,839.00	(24,011.00)
4110.005.44 SBIG 629 Grant-Douglas	124,073	0.00	0.00	0.00	(124,073.00)
4110.005.56 SBIG 629 Grant-Ring Rd	362,309	0.00	0.00	0.00	(362,309.00)
4110.010.15 SIB Draw - Martindale Rd Phase 1	2,933	0.00	2,932.50	2,932.50	(0.50)
4132.000.36 City of Dayton - Maintenance payment	25,000	0.00	25,000.00	25,000.00	0.00
4132.001.26 City Union	104,834	0.00	52,417.14	52,417.14	(52,416.86)
4132.002.26 City of Vandalia	29,252	0.00	14,626.20	14,626.20	(14,625.80)
Total Revenues	15,616,623	1,070,733.42	2,655,704.61	3,726,438.03	(11,890,184.97)
Expenditures (All non-capitalized costs)					
5110.000.56 Acquisition Costs	7,500	0.00	0.00	0.00	7,500.00
5310.000.47 Engineering Services-Benchwood Station	11,160	0.00	4,235.35	4,235.35	6,924.65
5310.001.41 Engineering Services-OSR Curve	0	0.00	15,525.00	15,525.00	(15,525.00)
5310.001.54 Engineering Services-Martindale Ext Ph 2	6,713	0.00	11,712.75	11,712.75	(4,999.75)
5310.001.56 Engineering Services-Ring Road Ph 1	198,691	0.00	194,889.65	194,889.65	3,801.35
5310.002.56 Engineering Services-Ring Road Const Docs	0	20,000.00	19,195.00	39,195.00	(39,195.00)
5310.003.38 Engineering Services-DLR/OSR	13,565	0.00	0.00	0.00	13,565.00
5310.005.32 Engineering Services-Lightner/Peters	5,150	0.00	5,151.00	5,151.00	(1.00)
5330.000.47 ROW/Appraisals-Benchwood Station	55,000	0.00	0.00	0.00	55,000.00
5330.000.56 Right Of Way - Ring Road Appraisal Svcs	0	925.00	10,125.00	11,050.00	(11,050.00)
5500.000.41 Required Filings-OSR/Peters	0	39.00	0.00	39.00	(39.00)
5521.000.36 Support Services - Dayton Maintenance Pmt	25,000	0.00	25,000.00	25,000.00	0.00
5521.000.47 Inspection Svcs-Benchwood	100,249	9,550.00	86,800.00	96,350.00	3,899.00
5530.000.44 Construction-Douglas Way Ext	276,237	0.00	0.00	0.00	276,237.00
5530.000.47 Construction-Benchwood Station	804,145	0.00	1,073,404.20	1,073,404.20	(269,259.20)
5530.000.49 Construction - FP/OSR	3,439,689	0.00	0.00	0.00	3,439,689.00
5530.000.54 Construction - Martindale Ext 2	0	104,703.00	272,752.00	377,455.00	(377,455.00)
5530.001.38 Construction - DLR/OSR	453,912	0.00	0.00	0.00	453,912.00
5530.008.15 Construction - Union Paving	984,500	0.00	0.00	0.00	984,500.00

Montgomery County Transportation Improvement District

Statement of Activity - MTD and YTD by Fund

707 - I70/75 Development

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
5530.008.51 Construction - Ph2 WWTP	663,735	0.00	643,839.00	643,839.00	19,896.00
5540.001.49 Project Management Fee - Fred/OSR	160,400	0.00	0.00	0.00	160,400.00
5540.001.54 Project Management Fee - Martindale Ph2	25,000	0.00	0.00	0.00	25,000.00
5540.001.56 Project Management Fee - Ring Rd	30,000	0.00	0.00	0.00	30,000.00
5540.002.15 Project Management Fee - Paving	15,000	0.00	0.00	0.00	15,000.00
5540.003.15 Project Management Fee - Proj Agrmt	48,000	0.00	0.00	0.00	48,000.00
6300.000.15 Legal Expenses	50,000	0.00	0.00	0.00	50,000.00
6310.000.43 Misc Legal-Miller Lane	0	0.00	(1,875.00)	(1,875.00)	1,875.00
6310.000.49 Misc Legal-FP/OSR Peters/OSR	13,468	0.00	0.00	0.00	13,468.00
6310.000.51 Misc Legal-WWTP Ph 2	4,115	0.00	0.00	0.00	4,115.00
6310.000.54 Misc Legal-Martindale Ph 2	13,502	0.00	1,589.30	1,589.30	11,912.70
6310.001.15 Union Project Mgmt/Development	63,000	0.00	0.00	0.00	63,000.00
6310.001.43 Misc Legal-Benchwood Station	0	0.00	21,552.46	21,552.46	(21,552.46)
6310.001.47 Misc Legal-Benchwood Station	20,000	0.00	1,875.00	1,875.00	18,125.00
6310.001.56 Misc Legal-Ring Road Ph 1	23,183	0.00	0.00	0.00	23,183.00
6310.003.41 Misc Legal-Dayton Freight-OSR	0	0.00	2,070.00	2,070.00	(2,070.00)
6310.005.15 Misc Legal-Union Paving Project	500	0.00	0.00	0.00	500.00
8400.000.54 Return of Project	0	0.00	9,000.00	9,000.00	(9,000.00)
Reimburseables-Martindale Ph 2					
8400.001.00 TIF Reimburseables	0	670.00	6,300.10	6,970.10	(6,970.10)
8400.006.15 Return of SIB Reimburseables-Martindale	150,000	0.00	0.00	0.00	150,000.00
8610.000.15 Debt Service-Principal	1,402,665	0.00	696,116.67	696,116.67	706,548.33
8610.000.26 Debt Service-Principal	199,259	0.00	98,887.74	98,887.74	100,371.26
8610.001.15 Debt Service-Principal (DP Bond Fund)	100,000	0.00	50,000.00	50,000.00	50,000.00
8630.000.15 Debt Service-Interest	69,121	0.00	39,776.61	39,776.61	29,344.39
8630.000.26 Debt Service-Interest	39,661	0.00	20,572.75	20,572.75	19,088.25
8630.001.15 Debt Service-Interest (DP Bond Fund)	3,637	0.00	2,299.67	2,299.67	1,337.33
Total Expenditures	9,475,757	135,887.00	3,310,794.25	3,446,681.25	6,029,075.75
Excess Revenue Over (Under) Expenditures	6,140,866	934,846.42	(655,089.64)	279,756.78	(5,861,109.22)

Montgomery County Transportation Improvement District Income and Expense Report by Project

15 - Airpark Boulevard

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4110.000.15 City of Union TIF Deposit	2,562,275	0.00	735,775.81	735,775.81	(1,826,499.19)
4110.002.15 Union Projects Agreement	48,000	0.00	0.00	0.00	(48,000.00)
4110.003.15 City of Union Project Deposit	1,000,000	0.00	0.00	0.00	(1,000,000.00)
4110.010.15 SIB Draw - Martindale Rd Phase 1	2,933	0.00	2,932.50	2,932.50	(0.50)
Total Revenues	3,613,208	0.00	738,708.31	738,708.31	(2,874,499.69)
Expenditures (All non-capitalized costs)					
5530.008.15 Construction - Union Paving	984,500	0.00	0.00	0.00	984,500.00
5540.002.15 Project Management Fee - Paving	15,000	0.00	0.00	0.00	15,000.00
5540.003.15 Project Management Fee - Proj Agrmt	48,000	0.00	0.00	0.00	48,000.00
6300.000.15 Legal Expenses	50,000	0.00	0.00	0.00	50,000.00
6310.001.15 Union Project Mgmt/Development	63,000	0.00	0.00	0.00	63,000.00
6310.005.15 Misc Legal-Union Paving Project	500	0.00	0.00	0.00	500.00
8400.006.15 Return of SIB Reimbursables- Martindale	150,000	0.00	0.00	0.00	150,000.00
8610.000.15 Debt Service-Principal	1,402,665	0.00	696,116.67	696,116.67	706,548.33
8610.001.15 Debt Service-Principal (DP Bond Fund)	100,000	0.00	50,000.00	50,000.00	50,000.00
8630.000.15 Debt Service-Interest	69,121	0.00	39,776.61	39,776.61	29,344.39
8630.001.15 Debt Service-Interest (DP Bond Fund)	3,637	0.00	2,299.67	2,299.67	1,337.33
Total Expenditures	2,886,423	0.00	788,192.95	788,192.95	2,098,230.05
Excess Revenue Over (Under) Expenditures	726,785	0.00	(49,484.64)	(49,484.64)	(776,269.64)

Montgomery County Transportation Improvement District Income and Expense Report by Project

26 - SR40 Project

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.030.26 County	104,834	0.00	52,417.14	52,417.14	(52,416.86)
4132.001.26 City Union	104,834	0.00	52,417.14	52,417.14	(52,416.86)
4132.002.26 City of Vandalia	29,252	0.00	14,626.20	14,626.20	(14,625.80)
Total Revenues	238,920	0.00	119,460.48	119,460.48	(119,459.52)
<u>Expenditures (All non-capitalized costs)</u>					
8610.000.26 Debt Service-Principal	199,259	0.00	98,887.74	98,887.74	100,371.26
8630.000.26 Debt Service-Interest	39,661	0.00	20,572.75	20,572.75	19,088.25
Total Expenditures	238,920	0.00	119,460.49	119,460.49	119,459.51
Excess Revenue Over (Under) Expenditures	0	0.00	(0.01)	(0.01)	(0.01)

Montgomery County Transportation Improvement District Income and Expense Report by Project

32 - Lightner Road

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.001.32 SIB Draw - OSR/DL paid from code 32	0	0.00	7,470.00	7,470.00	7,470.00
4110.003.32 City of Union - Ligthner/Peters	0	0.00	5,151.00	5,151.00	5,151.00
Total Revenues	0	0.00	12,621.00	12,621.00	12,621.00
<u>Expenditures (All non-capitalized costs)</u>					
5310.005.32 Engineering Services- Lightner/Peters	5,150	0.00	5,151.00	5,151.00	(1.00)
Total Expenditures	5,150	0.00	5,151.00	5,151.00	(1.00)
Excess Revenue Over (Under) Expenditures	(5,150)	0.00	7,470.00	7,470.00	12,620.00

Montgomery County Transportation Improvement District

Income and Expense Report by Project

36 - Vandalia Maintenance Agreement

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
Total Revenues	0	0.00	0.00	0.00	0.00
<u>Expenditures (All non-capitalized costs)</u>					
5521.000.36 Support Services - Dayton Maintenance Pmt	25,000	0.00	25,000.00	25,000.00	0.00
Total Expenditures	25,000	0.00	25,000.00	25,000.00	0.00
Excess Revenue Over (Under) Expenditures	(25,000)	0.00	(25,000.00)	(25,000.00)	0.00

Montgomery County Transportation Improvement District Income and Expense Report by Project

38 - Dogleg

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.002.38 SIB Draw - OSR/DL paid from code 38	461,875	0.00	0.00	0.00	(461,875.00)
Total Revenues	461,875	0.00	0.00	0.00	(461,875.00)
<u>Expenditures (All non-capitalized costs)</u>					
5310.003.38 Engineering Services-DLR/OSR	13,565	0.00	0.00	0.00	13,565.00
5530.001.38 Construction - DLR/OSR	453,912	0.00	0.00	0.00	453,912.00
Total Expenditures	467,477	0.00	0.00	0.00	467,477.00
Excess Revenue Over (Under) Expenditures	(5,602)	0.00	0.00	0.00	5,602.00

Montgomery County Transportation Improvement District Income and Expense Report by Project

41 - Springfield-Peters Pike

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.012.41 EDGE	500,000	0.00	0.00	0.00	(500,000.00)
4110.001.41 SIB Draw - OSR/DL paid from code 41	0	0.00	15,525.00	15,525.00	15,525.00
Total Revenues	500,000	0.00	15,525.00	15,525.00	(484,475.00)
<u>Expenditures (All non-capitalized costs)</u>					
5310.001.41 Engineering Services-OSR Curve	0	0.00	15,525.00	15,525.00	(15,525.00)
5500.000.41 Required Filings-OSR/Peters	0	39.00	0.00	39.00	(39.00)
6310.003.41 Misc Legal-Dayton Freight-OSR	0	0.00	2,070.00	2,070.00	(2,070.00)
Total Expenditures	0	39.00	17,595.00	17,634.00	(17,634.00)
Excess Revenue Over (Under) Expenditures	500,000	(39.00)	(2,070.00)	(2,109.00)	(502,109.00)

Montgomery County Transportation Improvement District Income and Expense Report by Project

43 - BT - Miller Lane

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
Total Revenues	0	0.00	0.00	0.00	0.00
<u>Expenditures (All non-capitalized costs)</u>					
6310.000.43 Misc Legal-Miller Lane	0	0.00	(1,875.00)	(1,875.00)	1,875.00
6310.001.43 Misc Legal-Benchwood Station	0	0.00	21,552.46	21,552.46	(21,552.46)
Total Expenditures	0	0.00	19,677.46	19,677.46	(19,677.46)
Excess Revenue Over (Under) Expenditures	0	0.00	(19,677.46)	(19,677.46)	(19,677.46)

Montgomery County Transportation Improvement District Income and Expense Report by Project

44 - Douglas Way

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.005.44 SBIG 629 Grant-Douglas	124,073	0.00	0.00	0.00	(124,073.00)
Total Revenues	124,073	0.00	0.00	0.00	(124,073.00)
<u>Expenditures (All non-capitalized costs)</u>					
5530.000.44 Construction-Douglas Way Ext	276,237	0.00	0.00	0.00	276,237.00
Total Expenditures	276,237	0.00	0.00	0.00	276,237.00
Excess Revenue Over (Under) Expenditures	(152,164)	0.00	0.00	0.00	152,164.00

Montgomery County Transportation Improvement District
Income and Expense Report by Project
45 - Union Airpark Blvd Ext
For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.001.45 SIB Draw - OSR/DL paid from code 45	0	0.00	3,500.00	3,500.00	3,500.00
Total Revenues	0	0.00	3,500.00	3,500.00	3,500.00
<u>Expenditures (All non-capitalized costs)</u>					
Total Expenditures	0	0.00	0.00	0.00	0.00
Excess Revenue Over (Under) Expenditures	0	0.00	3,500.00	3,500.00	3,500.00

Montgomery County Transportation Improvement District Income and Expense Report by Project

47 - Benchwood Station

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.020.47 Township	963,084	9,550.00	815,411.64	824,961.64	(138,122.36)
Total Revenues	963,084	9,550.00	815,411.64	824,961.64	(138,122.36)
<u>Expenditures (All non-capitalized costs)</u>					
5310.000.47 Engineering Services-Benchwood Station	11,160	0.00	4,235.35	4,235.35	6,924.65
5330.000.47 ROW/Appraisals-Benchwood Station	55,000	0.00	0.00	0.00	55,000.00
5521.000.47 Inspection Svcs-Benchwood	100,249	9,550.00	86,800.00	96,350.00	3,899.00
5530.000.47 Construction-Benchwood Station	804,145	0.00	1,073,404.20	1,073,404.20	(269,259.20)
6310.001.47 Misc Legal-Benchwood Station	20,000	0.00	1,875.00	1,875.00	18,125.00
Total Expenditures	990,554	9,550.00	1,166,314.55	1,175,864.55	(185,310.55)
Excess Revenue Over (Under) Expenditures	(27,470)	0.00	(350,902.91)	(350,902.91)	(323,432.91)

Montgomery County Transportation Improvement District
Income and Expense Report by Project
49 - Frederick Pike/OSR Imp Proj
For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.030.49 County	43,850	0.00	0.00	0.00	(43,850.00)
4100.031.49 County Engineer	131,500	1,149.38	0.00	1,149.38	(130,350.62)
4110.000.49 City of Union Developer Contributions	0	1,000,000.00	383.13	1,000,383.13	1,000,383.13
4110.001.49 SIB Draw - Fred/OSR paid from code 49	3,439,739	0.00	0.00	0.00	(3,439,739.00)
Total Revenues	3,615,089	1,001,149.38	383.13	1,001,532.51	(2,613,556.49)
<u>Expenditures (All non-capitalized costs)</u>					
5530.000.49 Construction - FP/OSR Peters/OSR	3,439,689	0.00	0.00	0.00	3,439,689.00
5540.001.49 Project Management Fee - Fred/OSR	160,400	0.00	0.00	0.00	160,400.00
6310.000.49 Misc Legal-FP/OSR Peters/OSR	13,468	0.00	0.00	0.00	13,468.00
Total Expenditures	3,613,557	0.00	0.00	0.00	3,613,557.00
Excess Revenue Over (Under) Expenditures	1,532	1,001,149.38	383.13	1,001,532.51	1,000,000.51

Montgomery County Transportation Improvement District

Income and Expense Report by Project

51 - Wastewater Treatment Plant

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.003.51 City of Union Project Deposit	667,850	0.00	643,839.00	643,839.00	(24,011.00)
Total Revenues	667,850	0.00	643,839.00	643,839.00	(24,011.00)
<u>Expenditures (All non-capitalized costs)</u>					
5530.008.51 Construction - Ph2 WWTP	663,735	0.00	643,839.00	643,839.00	19,896.00
6310.000.51 Misc Legal-WWTP Ph 2	4,115	0.00	0.00	0.00	4,115.00
Total Expenditures	667,850	0.00	643,839.00	643,839.00	24,011.00
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

Montgomery County Transportation Improvement District Income and Expense Report by Project

54 - Martindale Phase 2

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.001.54 SIB Draw - MD Ph2 paid from code 54	45,215	0.00	68,857.54	68,857.54	23,642.54
Total Revenues	45,215	0.00	68,857.54	68,857.54	23,642.54
<u>Expenditures (All non-capitalized costs)</u>					
5310.001.54 Engineering Services-Martindale Ext Ph 2	6,713	0.00	11,712.75	11,712.75	(4,999.75)
5530.000.54 Construction - Martindale Ext 2	0	104,703.00	272,752.00	377,455.00	(377,455.00)
5540.001.54 Project Management Fee - Martindale Ph2	25,000	0.00	0.00	0.00	25,000.00
6310.000.54 Misc Legal-Martindale Ph 2	13,502	0.00	1,589.30	1,589.30	11,912.70
8400.000.54 Return of Project Reimburseables-Martindale Ph 2	0	0.00	9,000.00	9,000.00	(9,000.00)
Total Expenditures	45,215	104,703.00	295,054.05	399,757.05	(354,542.05)
Excess Revenue Over (Under) Expenditures	0	(104,703.00)	(226,196.51)	(330,899.51)	(330,899.51)

Montgomery County Transportation Improvement District Income and Expense Report by Project

56 - Ring Road

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.015.56 OPWC Funding Ring Rd	2,500,000	60,034.04	0.00	60,034.04	(2,439,965.96)
4110.001.56 SIB Draw - Ring paid from code 56	1,500,000	0.00	212,398.51	212,398.51	(1,287,601.49)
4110.002.56 TID Grant - Ring Rd	1,000,000	0.00	0.00	0.00	(1,000,000.00)
4110.005.56 SBIG 629 Grant-Ring Rd	362,309	0.00	0.00	0.00	(362,309.00)
Total Revenues	5,362,309	60,034.04	212,398.51	272,432.55	(5,089,876.45)
<u>Expenditures (All non-capitalized costs)</u>					
5110.000.56 Acquisition Costs	7,500	0.00	0.00	0.00	7,500.00
5310.001.56 Engineering Services-Ring Road Ph 1	198,691	0.00	194,889.65	194,889.65	3,801.35
5310.002.56 Engineering Services-Ring Road Const Docs	0	20,000.00	19,195.00	39,195.00	(39,195.00)
5330.000.56 Right Of Way - Ring Road Appraisal Svcs	0	925.00	10,125.00	11,050.00	(11,050.00)
5540.001.56 Project Management Fee - Ring Rd	30,000	0.00	0.00	0.00	30,000.00
6310.001.56 Misc Legal-Ring Road Ph 1	23,183	0.00	0.00	0.00	23,183.00
Total Expenditures	259,374	20,925.00	224,209.65	245,134.65	14,239.35
Excess Revenue Over (Under) Expenditures	5,102,935	39,109.04	(11,811.14)	27,297.90	(5,075,637.10)

Montgomery County Transportation Improvement District

Statement of Activity - MTD and YTD by Fund

708 - City of Brookville

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.000.00 City of Brookville	146,874	0.00	0.00	0.00	(146,874.00)
Total Revenues	146,874	0.00	0.00	0.00	(146,874.00)
<u>Expenditures (All non-capitalized costs)</u>					
8610.000.00 Debt Service-Principal	99,208	0.00	0.00	0.00	99,208.00
8630.000.00 Debt Service-Interest	47,666	0.00	0.00	0.00	47,666.00
Total Expenditures	146,874	0.00	0.00	0.00	146,874.00
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

710 - 675 Development Fund

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.000.00 City of Centerville	7,629	0.00	18,914.57	18,914.57	11,285.57
4111.002.00 SIB Draws for 675/Wilmington Interchange	81,183	0.00	1,110.31	1,110.31	(80,072.69)
4111.003.00 TRAC Funding	61,032	0.00	68,949.69	68,949.69	7,917.69
4111.004.00 SIB Draws paid with Trac submissions Ph2	7,629	0.00	8,068.68	8,068.68	439.68
4112.000.00 Greene County	0	0.00	2,363.15	2,363.15	2,363.15
Total Revenues	157,473	0.00	99,406.40	99,406.40	(58,066.60)
<u>Expenditures (All non-capitalized costs)</u>					
5310.000.00 Engineering Services	22,635	0.00	0.00	0.00	22,635.00
5310.001.00 675/Wilm Eng Serv	76,290	7,271.12	83,285.22	90,556.34	(14,266.34)
6300.000.00 Legal Expenses-675/Wilmington	200	0.00	0.00	0.00	200.00
8610.000.00 Debt Service-Principal	81,894	0.00	40,609.14	40,609.14	41,284.86
8630.000.00 Debt Service-Interest	20,938	0.00	10,765.58	10,765.58	10,172.42
Total Expenditures	201,957	7,271.12	134,659.94	141,931.06	60,025.94
Excess Revenue Over (Under) Expenditures	(44,484)	(7,271.12)	(35,253.54)	(42,524.66)	1,959.34

Montgomery County Transportation Improvement District

Statement of Activity - MTD and YTD by Fund

712 - Miamisburg Downtown Projects

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4132.000.50 City of Miamisburg	3,951,938	819,158.42	1,711,645.44	2,530,803.86	(1,421,134.14)
Total Revenues	3,951,938	819,158.42	1,711,645.44	2,530,803.86	(1,421,134.14)
Expenditures (All non-capitalized costs)					
5530.000.50 Construction - Sycamore Trails	3,951,938	819,158.42	1,711,645.44	2,530,803.86	1,421,134.14
5540.000.50 Project Management Fee - Sycamore Trails	309,000	0.00	0.00	0.00	309,000.00
Total Expenditures	4,260,938	819,158.42	1,711,645.44	2,530,803.86	1,730,134.14
Excess Revenue Over (Under) Expenditures	(309,000)	0.00	0.00	0.00	309,000.00

Montgomery County Transportation Improvement District

Statement of Activity - MTD and YTD by Fund

715 - Riverside

For 7/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 07/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4131.000.00 City of Riverside (or earmarks)	544,930	344,982.21	176,571.59	521,553.80	(23,376.20)
Total Revenues	544,930	344,982.21	176,571.59	521,553.80	(23,376.20)
<u>Expenditures (All non-capitalized costs)</u>					
5310.001.00 Engineering Svcs-SS4A Study	509,930	96,070.28	287,570.50	383,640.78	126,289.22
5540.000.00 Project Management Fee - Riverside	25,000	0.00	0.00	0.00	25,000.00
6300.000.58 Legal Expenses-Woodman Gateway	10,000	0.00	1,380.00	1,380.00	8,620.00
Total Expenditures	544,930	96,070.28	288,950.50	385,020.78	159,909.22
Excess Revenue Over (Under) Expenditures	0	248,911.93	(112,378.91)	136,533.02	136,533.02

**Montgomery County TID
Bank Reconciliation
All Accounts**

As Of July 31, 2025

		Key Bank Checking	1,150,852.38	Reconciliation of TID Unrestricted Cash Balance	
		Less Outstanding Checks	(19,697.62)		
		Key Bank Savings	1,025,017.16	Adjusted Bank Balance	4,853,436.25
		Star Ohio	2,697,264.34	Less Funds held for other:	
		US Bank - Austin Landing	-	Sycamore Trails	(309,000.03)
		Reconciliation issue	(0.01)	Austin Landing Trust	-
		Adjusted balance	4,853,436.25	Church Connector	(6,223.24)
				Air Cargo (Concord)	(22,743.84)
				675 Development	
				Terrington PS/Deer Valley	(19,668.46)
				Union	(2,778,782.50)
Fund	700 Operating Fund		1,737,777.31		
	702 Austin Road			Unrestricted TID Cash Balance for operations - CM	1,717,018.18
	TID Deficit Carry on unreimbursed (b/c reserves)		-	Unrestricted TID Cash Balance for operations - PM	1,478,601.64
	Austin East		(10,451.65)		
	Miamisburg Funds:			Project Carrying Costs	
	Church Connector		6,223.24	Austin East	10,452
	Austin Landing Phase 1/2 Trust		-	Riverside	4,580
	Terrington PS/Deer Valley		19,668.46	725/741 Pedestrian Access	690
	703 725/741 Development Fund		(689.98)	Benchwood	592
	707 I70/I75 Development Fund		-	675 Wilmington Pike	4,567
	City of Union TIF Deposits (used for others)		991,038.10		20,881
	City of Union - Other Projects		1,787,744.40		
	City of Union - Lightner		-	TID Fees 2025 year to date:	
	Benchwood Station		(591.80)	Union Development Fees	28,000
	Air Cargo (Concord)		22,743.84	Frederick/OSR Intersection	50,000
	710 675 Development Fund		(4,567.20)	Martindale Phase 2	25,000
	712 Downtown Miamisburg			Ring Road	30,000
	Riverfront Park Phase 2		-	Church Connector	25,000
	Sycamore Trails		309,000.03	Other Operating Revenue - Montgomery County	300,000
	715 Riverside		(4,580.00)		
	716 Clay Twp/Clayton		121.50		
	Total		4,853,436.25		
	Variance		-		

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT
RESOLUTION NUMBER 2025-49**

**RESOLUTION APPROVING JUNE 2025 AND JULY 2025
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.

BE IT THEREFORE RESOLVED by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached list Bills and Expenses of June 2025 and July 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 14th day of August, 2025.

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 June 1 - 30, 2025 AND July 1 - 31, 2025**

OPERATIONS		
ACCE	\$ 550.00	Annual Membership Dues
ACCE	\$ 674.06	Disability Benefits
AccuFund, Inc.	\$ 1,371.00	Accounting Software - 3rd Qtr 2025
Back To Business IT (The GreenTree Group)	\$ 1,004.00	Billable Services-April / May
Bureau of Worker's Compensation	\$ 1,283.71	Monthly Contributions
Charles E. Harris & Associates	\$ 7,140.00	Independent Auditor Services
Dayton Area Chamber of Commerce	\$ 100.00	Executive Women's Council Event Reg-Oct (V.Glotfelter)
Dayton Area Chamber of Commerce	\$ 100.00	Executive Women's Council Event Reg-Nov (V.Glotfelter)
Dayton Area Chamber of Commerce	\$ 2,700.00	City2City 2025 Registration (V. Glotfelter)
Exact Hosting	\$ 57.95	Annual Domain Renewal
Fraunfelter Accounting Services	\$ 1,837.50	Accounting Services - May / June
Vanessa Glotfelter	\$ 454.31	Expense Report -May/ Credit Card-June
Vanessa Glotfelter	\$ 491.46	Expense Report -June/ Credit Card-July
Government Finance Officers Association	\$ 920.00	Audit Report Filing FY2024
Veronica Hull	\$ 141.65	Expense Report-May
Veronica Hull	\$ 100.00	Expense Report-June
Miamisburg Rotary Club	\$ 155.56	Annual Dues (V. Glotfelter)
Mike Eddy, Consultant	\$ 4,165.66	Professional Services-May
Mike Eddy, Consultant	\$ 2,751.17	Professional Services-June
Microsoft	\$ 490.20	Monthly Licenses/Subscription Fees (2 months)
Montgomery County Human Services	\$ 23,652.00	Health Benefits-April / May / June
Montgomery County Purchasing	\$ 158.06	Parking/Validations/Postage
Sam Morton	\$ 498.67	Expense Report-May
Sam Morton	\$ 355.29	Expense Report-June
Office Supplies/Misc.	\$ 117.09	Office / Paper / Printing Supplies / Parking
Public Employees Retirement System	\$ 8,974.58	Monthly Contribution
Rasor	\$ 3,997.50	Public Outreach / Communications-May
Superior Dental	\$ 567.12	Dental Benefits
675/WILMINGTON INTERCHANGE		
LJB, Inc.	\$ 195.00	Professional Services - Feasibility Study
LJB, Inc.	\$ 15,283.41	Professional Services - AER / TRAC Funded Tasks
DEER VALLEY DEVELOPMENT		
Outdoor Enterprise	\$ 76,944.25	Construction - Pay Application #4
SYCAMORE TRAILS		
Double Jay Construction	\$ 819,158.42	Construction - Pay Application #14
Double Jay Construction	\$ 596,349.81	Construction - Pay Application #15
CHURCH CONNECTOR		
LJB, Inc.	\$ 6,474.97	Engineering Services (Local Share)
WOODMAN PHASE 4		
Woolpert	\$ 344,982.21	Engineering Services (SS4A Study)
BENCHWOOD STATION		
Brumbaugh Construction	\$ 25,092.00	Construction - Pay Application #13
CTL Engineering, Inc.	\$ 9,550.00	Inspections Services
LJB, Inc.	\$ 1,225.00	Engineering Services
CITY OF UNION PROJECT DEVELOPMENT		
City of Union	\$ 670.00	2025 TIF Reimbursement
MARTINDALE RD EXTENSION		
Balsbaugh Excavating	\$ 272,752.00	Construction - Pay Application #2 - Phase 2
Balsbaugh Excavating	\$ 104,703.00	Construction - Pay Application #3 - Phase 2
RING ROAD PROJECT		
Arcadis Engineering Services	\$ 39,195.00	Engineering Services
Benchmark Real Estate Appraisal Services, LLC	\$ 925.00	Appraisal Services
Martin + Wood Appraisal Group	\$ 1,875.00	Appraisal Services
WASTEWATER TREATMENT PHASE 2		
Balsbaugh Excavating	\$ 67,800.00	Construction - Pay Application #16

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT
RESOLUTION NUMBER 2025-50**

**RESOLUTION APPROVING THE RENEWAL PROPOSAL FROM MARSH MCLENNAN AGENCY
FOR COMMERCIAL INSURANCE FOR THE MONTGOMERY COUNTY TRANSPORTATION
DISTRICT AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE DOCUMENTS TO
SECURE COVERAGE AND PAY REQUIRED PREMIUMS**

WHEREAS, Marsh McLennan Agency (“MMA”) assists and advises the Montgomery County Transportation Improvement District (“TID”) with the maintenance of commercial insurance coverage for its operations, including property, commercial general liability, professional errors and omissions, commercial automobile, crime, and umbrella coverage; and

WHEREAS, MMA has provided a renewal proposal for the TID to continue its commercial insurance coverage valid for the period of August 20, 2025 through August 20, 2026 provided through the U.S. Specialty Insurance Company for a total premium of \$29,659.00 and the Executive Director has recommended that the proposal be accepted; and

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees (“Board”) of the Montgomery County Transportation Improvement District that the proposal for commercial insurance coverage from Marsh McLennan Agency for the policy period August 20, 2025 through August 20, 2026 for US Specialty Insurance Company policy renewal for a total premium cost of \$29,659.00 be and hereby accepted.

BE IT FURTHER RESOLVED, by the Board, that the Executive Director be and is hereby authorized to execute such documents as may be necessary to secure the coverage, incorporating changes that may be required in final review and pay the total premium for the policy period to Marsh McLennan Agency.

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 Marsh McLennan Agency.

Adopted the 14th day of August, 2025.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer



HCC Public Risk Ohio

Quote Date: **August 5, 2025 **Corrected Crime****
 Quote for: **MONTGOMERY TRANS IMP DST**
 Policy Term: **08/20/2025 - 08/20/2026**
 Payment Plan: **Annual**
 Company: **U.S. Specialty Insurance Company**
 Policy #: **U25PKG80661-06**

General Liability - Occurrence Form

Subject to \$1,000,000 per Occurrence / \$3,000,000 Aggregate
Subject to \$0 Deductible
 Sexual Abuse Endorsement \$1,000,000 / \$1,000,000
 Damage to Premises Rented to you \$100,000 - **Subject to \$0 Deductible**
 Medical Payments \$10,000
 Cemetery Professional - No Coverage
 Pesticide or Herbicide - No Coverage
 Nurses Professional Liability - No Coverage
 Failure of Dam, Reservoir, Levee, Dike Coverage - No Coverage
 Ohio Stop Gap Limit - \$1,000,000
 Emergency Response Operations – Excluded
 Mutual Aid Property Damage - Excluded
 Sewer Backup Liability \$1,000,000 per Occurrence / \$3,000,000 Aggregate

Special Events: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval (Additional Premium may apply)

Fireworks Liability: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval prior to binding coverage. All fireworks displays must be ignited/discharged by a licensed and insured pyro technician . Additional Premium will Apply.

Employee Benefits - Occurrence Form

Subject to \$1,000,000 per Occurrence / \$3,000,000 Aggregate
Subject to \$1,000 Deductible Including Claims Expense

Liquor Liability - Coverage limited to Host Liquor

Public Officials Wrongful Acts Liability - Claims Made Form

Subject to \$1,000,000 per Occurrence / \$1,000,000 Aggregate
Subject to \$10,000 Deductible - Including Claims Expense
 Claims Made Retro Date: 08/20/2002
 Non-Monetary Damage \$25,000 Per Suit / \$50,000 Per Policy Limit
Subject to \$10,000 Deductible
 Private Property Use Restriction Sublimit - No Coverage



HCC Public Risk Ohio

Employment Practices Liability Insurance - Claims Made Form

Subject to \$1,000,000 per Occurrence / \$1,000,000 Aggregate

Subject to \$10,000 Deductible - Including Claims Expense

Claims Made Retro Date: 08/20/2002

Non-Monetary Damage \$25,000 Per Suit / \$50,000 Per Policy Limit

Subject to \$10,000 Deductible

Wage & Hour Defense Coverage - \$100,000

Subject to \$10,000 Deductible

Law Enforcement Liability - No Coverage

Excess Liability

Coverage applies to General Liability, Employee Benefits, Public Officials Wrongful Acts, Employment Practices, Auto Liability, and Stop Gap Liability

Excludes Uninsured Motorist and Underinsured Motorist Coverage

Subject to \$5,000,000 per Occurrence / \$5,000,000 Aggregate

Excludes Zoning, Regulation, and Permissive Use of Property

Failure to Supply Exclusion Applies

Liquor Liability Limited to Host Liquor Only

Pollution Exclusion Exception - Pollution with Hostile Fire

Dam, Reservoir, Levee, Dike: No Coverage



HCC Public Risk Ohio

Property

Total Building and Contents Limit	\$5,303
	Coinurance - N/A
Subject to:	\$1,000 Deductible
Blanket Basis	Included
Agreed Amount	Included
Building Valuation—per schedule on file with company	
Special Form	Included
Accounts Receivable	\$250,000 any one occurrence
Animal Mortality	\$10,000 any one occurrence
Building Ordinance or Law	\$250,000 Undamaged portion / or demolition 10% of reported values (Increased cost of construction)
Business Income	\$100,000 any one occurrence
Extra Expense	\$500,000 any one occurrence
Communication Towers	\$100,000 any one occurrence
Debris Removal	25% of Loss +\$10,000 any one occurrence
Electrical Utility Service Interruption	\$25,000 any one occurrence
EDP Coverage	\$250,000 any one occurrence In transit subject to \$10,000 limit Mechanical Breakdown subject to \$10,000 limit
Fairs or Exhibitions	\$50,000 any one occurrence
Fine Arts	\$5,000 any one item, \$25,000 any one occurrence
Fire Department Service Charge	\$5,000 for your liability
Foundations of Machinery	\$500,000 any one occurrence
Fire Equipment Recharge	\$5,000 for each separate 12 month period
Golf Course Greens	\$100,000 any one occurrence
Grounds Maintenance Equipment	\$100,000 any one occurrence
Inventory or Appraisal	\$10,000 any one claim
Newly Acquired or Constructed Prop – Building	\$1,000,000 at each building
Newly Acquired or Constructed Prop – Contents	\$250,000 at each building
Paved Surfaces	\$100,000 any one occurrence
Personal Property of Others	\$15,000 any one Occurrence
Property in Transit	\$25,000 any one occurrence
Property off Premises	\$100,000 any one occurrence
Underground Pipes, Flues or Drains	\$1,000,000 any one occurrence
Valuable Papers & Records – Cost of Research	\$250,000 any one occurrence
Water Back Up – Sewer or Drain	\$25,000 for direct physical loss or damage
Unnamed Locations	\$50,000 any location not on file with Company
Expediting Expense	\$25,000 any one occurrence
Earthquake Coverage	No Coverage
Flood Coverage	No Coverage
Equipment & Mechanical Breakdown (Boiler)	Subject to: \$1,000 Deductible



HCC Public Risk Ohio

Automobile

Based on 0 vehicles - Schedule on file with Company
 Subject to \$1,000,000 Liability Limit
Subject to \$0 Deductible
 Emergency Vehicle Endorsement - Standard Form
 Hired and Non Owned Automobile Liability
 Physical Damage per schedule on file with company
 Comprehensive Deductible:
 Collision Deductible:
 Physical Damage to Volunteers or Employees Personal Auto
 Auto Catastrophic Coverage - No Coverage
 Garage Keepers Legal - No Coverage
 Impound Vehicles Coverage - No Coverage

Inland Marine - No Coverage

EDP - Limited to coverage provided under Property Extensions

Crime

Coverage Form B, C & F Subject to \$0 Deductible

B. Forgery or Alteration	No Coverage
C. Theft, Disappearance and Destruction In/Out	No Coverage
F. Computer Fraud	No Coverage

Coverage Form O & P Subject to \$1,000 Deductible

O. Employee Dishonesty – Per Loss	\$50,000
P. Employee Dishonesty – Per Employee	No Coverage
Includes Faithful Performance	



HCC Public Risk Ohio

Terrorism
Annual Package Premium:

EXCLUDED
\$29,659.00

****Note: Terrorism can be Accepted**

****Note: Optional quoted premiums are not included in installment plan premiums.**

****Note: Mold, Fungi & Bacterial Exclusion Included**

****Note: Perfluorinated Compounds (PFC)/Per-and Polyfluoroalkyl Substances (PFAS) Total Exclusion Included**

****Note: All SIR's Include Loss, Loss Adjustment Expense and Supplementary Payments**

****Note: Failure of any Dam, Levee or Dike Exclusion Included**

****Note: Accounts cannot be brokered**

You declined terrorism coverage for the upcoming policy period. We have, therefore, not included a quotation for terrorism coverage for the renewal period and our signed declination of terrorism insurance will remain in effect as long as you are insured by this company and until you rescind the declination in writing. If you would like the above quotation to include insurance for terrorism or if you would like to know more about terrorism coverage options available to you, please advise your agent

Optional Quotes and Premium:

NOTE: The following forms need to be signed and returned prior to binding coverage:

- ~ Application Declaration
- ~ Terrorism Form

Special Conditions:

*As indicated herein, this quote remains valid until **08/20/2025** and cannot be amended or altered without express written consent of TMHCC. Also, please be aware that any required subjectivities must be received, reviewed and approved, prior to binding this risk*

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT
RESOLUTION NUMBER 2025-51**

**RESOLUTION APPROVING THE PROPOSAL FROM MARSH MCLENNAN AGENCY FOR CYBER
INSURANCE FOR THE MONTGOMERY COUNTY TRANSPORTATION DISTRICT AND
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE DOCUMENTS TO SECURE
COVERAGE AND PAY REQUIRED PREMIUMS**

WHEREAS, Marsh McLennan Agency (“MMA”) assists and advises the Montgomery County Transportation Improvement District (“TID”) with the maintenance of commercial insurance coverage for its operations, including supplemental cyber insurance; and

WHEREAS, MMA has provided a proposal for the TID to add supplemental cyber security insurance provided by Coalition, Inc. that offers cyber security tools, including automated alerts, threat intelligence, expert guidance and recommendations, benchmarking, and ongoing monitoring to policyholders; and

WHEREAS, the Executive Director has recommended that the proposal of coverage be accepted and authorize the TID to add the supplemental cyber security insurance to their Commercial Insurance plan; and

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees (“Board”) of the Montgomery County Transportation Improvement District that the proposal for supplemental cyber security insurance from Marsh McLennan Agency for the Coalition, Inc. policy for an annual premium amount not to exceed \$5,250.00 be and hereby accepted.

BE IT FURTHER RESOLVED, by the Board, that the Executive Director be and is hereby authorized to execute such documents as may be necessary to secure the coverage, incorporating changes that may be required in final review and pay the amount of the total premium for the cyber security policy period to Marsh McLennan Agency.

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 Marsh McLennan Agency.

Adopted the 14th day of August, 2025.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

Coalition Active Cyber Policy

QUOTATION

Coalition Quote Number: C-4MJT-013128-CYBER-2025

Please be advised this quotation is for surplus lines coverage. Compliance with applicable laws and payment of taxes and fees is the responsibility of the Named Insured, Insurance Agent, or Insurance Broker. Upon binding of this account, we must receive a signed application from the Insured.

Subject to the terms and conditions contained herein, Coalition Insurance Solutions ("Coalition") agrees to issue to the below Named Insured the following Quotation for insurance coverage:

Named Insured: Address:	Montgomery County Transportation Improvement District 451 W. Third Street, 10th FLOOR Dayton, OH 45422		
Policy Period:	From: August 20, 2025 To: August 20, 2026 Both dates at 12:01 A.M. at the Named Insured's Address		
Aggregate Policy Limit of Liability:	\$1,000,000	Optional Separate Limit of Liability for Breach Response Costs:	Included
Retroactive Date:	Full Prior Acts Coverage	Continuity Date:	August 20, 2025
Policy Premium		\$5,000.00	
Total:		\$5,000.00	

Insuring Agreement(s), Limits, Retentions, and Waiting Period		
<p>Coverage under this Policy is provided only for those Insuring Agreements for which a limit is indicated below. If no limit is shown for an Insuring Agreement, such Insuring Agreement is not provided by this Policy. The Aggregate Policy Limit of Liability shown above is the maximum amount the Insurer(s) will pay under this Policy, regardless of the number of Insuring Agreements purchased.</p> <p>If the Optional Separate Limit of Liability for Breach Response Costs has been elected, then the Limit specified for the Breach Response Costs Insuring Agreement will not be subject to the Aggregate Policy Limit of Liability or the Per Event Limit of Liability.</p>		
Per Event Limit of Liability	\$1,000,000	
INSURING AGREEMENTS		
FIRST PARTY COVERAGES		
ACTIVE RISK CONTROL COVERAGES	LIMIT	RETENTION
Rapid Response Services	Rapid Response Services are not subject to a Retention and will not erode the Aggregate Policy Limit of Liability	
Breach Response Costs	\$1,000,000	\$1,000

		\$0
		for computer forensic services provided by Coalition Incident Response
Ransomware and Cyber Extortion	\$1,000,000	\$1,000
Data Recovery and Computer Replacement Costs	\$1,000,000	\$1,000
BUSINESS INTERRUPTION COVERAGES	LIMIT	RETENTION
Direct Business Interruption Waiting Period: 8 hours Reduced Waiting Period: 1 hour		
• Security Failure	\$1,000,000	\$1,000
• Systems Failure	\$1,000,000	\$1,000
• Voluntary Shutdown	\$1,000,000	\$1,000
Contingent Business Interruption Waiting Period: 8 hours		
• IT Provider Security Failure	\$1,000,000	\$1,000
• IT Provider Systems Failure	\$1,000,000	\$1,000
• Non-IT Provider Security Failure	\$1,000,000	\$1,000
• Non-IT Provider Systems Failure	\$1,000,000	\$1,000
• Voluntary Shutdown	\$1,000,000	\$1,000
Reputational Harm Loss	\$1,000,000	\$1,000
Proof of Loss Preparation	\$250,000	\$1,000
CYBER CRIME COVERAGES	LIMIT	RETENTION
Funds Transfer Fraud and Social Engineering	\$250,000	\$1,000
		<i>Reduced FTF Retention:</i> \$500
Service Fraud Including Cryptojacking	\$250,000	\$1,000
Impersonation Repair	\$250,000	\$1,000
Invoice Manipulation	\$250,000	\$1,000
THIRD PARTY LIABILITY COVERAGES		
CYBER LIABILITY COVERAGES	LIMIT	RETENTION
Network Security and Privacy Liability	\$1,000,000	\$1,000
Regulatory Actions	\$1,000,000	\$1,000
PCI Fines and Assessments	\$1,000,000	\$1,000
Funds Transfer Liability	\$1,000,000	\$1,000

TECHNOLOGY E&O AND MEDIA LIABILITY COVERAGES	LIMIT	RETENTION
Technology Errors and Omissions	N/A	N/A
Media Liability	\$1,000,000	\$1,000
ADDITIONAL BENEFITS		
Court Attendance	i. Total Limit: \$50,000 ii. Per day, per person limit: \$250	\$0
Criminal Reward	\$50,000	\$0

Prevention and Mitigation Costs: \$1,250

See Section IX. Prevention and Mitigation Costs of the Policy for details.

Endorsements and Forms at Inception

#	Name of Endorsement	Coalition Reference #
	DECLARATIONS	CYUSP-50DC-0125-01
	SIGNATURE PAGE - USA	CYUSP-00NT-000002-0725-03
	SIGNATURE PAGE ARCH	CYUSP-00NT-000006-0922-00
	SIGNATURE PAGE FORTEGRA	CYUSP-00NT-000003-0323-01
	SIGNATURE PAGE VANTAGE	CYUSP-50NT-000007-0225-01
	SIGNATURE PAGE ASPEN SPECIALTY INSURANCE COMPANY	CYUSP-50NT-000003-0124-01
	COALITION ACTIVE CYBER POLICY	CYUSP-50PF-0125-01
1	PROPERTY DAMAGE – 1ST PARTY	CYUSP-50EN-020001-0125-01
2	BODILY INJURY AND PROPERTY DAMAGE – 3RD PARTY	CYUSP-50EN-030001-0125-01
3	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	CYUSP-50EN-000109-0125-01
4	COALITION ACTIVE INSURED – VANISHING RETENTION ENDORSEMENT	CYUSP-50EN-000120-0125-01
5	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT	CYUSP-50EN-000110-0125-01
6	NEW BUSINESS LIBERALIZATION CLAUSE – MMA ENDORSEMENT	CYUSP-50EN-050038-0125-01
7	POLLUTION ENDORSEMENT	CYUSP-50EN-000096-0125-01
8	ENHANCED PRIVACY LIABILITY ENDORSEMENT	CYUSP-50EN-000030-0125-02
9	QUOTA SHARE ENDORSEMENT	CYUSP-50EN-000085-0125-01
10	SERVICE OF SUIT ENDORSEMENT	CYUSP-50EN-000090-0125-02
11	SINGLE HIGHEST RETENTION/DEDUCTIBLE ENDORSEMENT/PRO RATA SHARING OF LIMITS COALITION PREFERRED - CYBER & EXECUTIVE RISK	CYUSP-50EN-000088-0125-01

Insurer(s) and Participation

Insurer	Participation
Arch Specialty Insurance Company	30%
Aspen Specialty Insurance Company	10%
Fireman's Fund Indemnity Corporation	20%
Fortegra Specialty Insurance Company	35%
Vantage Risk Specialty Insurance Company	5%

Commission: 20.00%

Conditions:

This quotation expires in 60 days or on the expiration date of the current coverage, whichever comes first.

This quotation for insurance coverage is issued based on the truthfulness and accuracy of the responses to the questions on the insurance application entered into our underwriting system, and any other materials furnished to us as part of the underwriting process, including without limitation, any supplemental applications or questionnaires.

If between the date of the quotation and the Effective Date of the proposed insurance contract, there is a material change in the condition of the Named Insured or if any notice of claim or circumstance giving rise to a claim is reported prior to the Effective Date of the proposed insurance contract, then the Named Insured must notify Coalition. Whether or not this quotation has already been accepted by the Named Insured, Coalition reserves the right to rescind this quotation as of its Effective Date or to modify the final terms and conditions of the quotation upon review of the information. Coalition also reserves the right to modify the final terms and conditions upon review of the information received in satisfaction of the aforementioned conditions.

This quotation is also subject to our review and acceptance of responses to the following conditions:

- An authorized representative of the Named Insured signs the electronic disclosure form and either the Cyber Self-Assessment or Coalition application within ten (10) days of the issuance of a binder or insurance coverage will not take effect.

Please note this quotation contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.

PACKET PAGE: 87

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2025-52

**RESOLUTION AUTHORIZING THE FINAL QUANTITIES (CHANGE ORDER #11) FROM BRUMBAUGH
CONSTRUCTION INC. FOR THE BENCHWOOD STATION IMPROVEMENT PROJECT,
INCREASING THE AUTHORIZED CONTRACT PRICE BY \$116,154.31**

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, by Resolution 2025-15, the Board approved (1) Change Order #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 #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, TID and Butler Township determined that Change Order #10 in the amount of \$3,250.00 would not be required, reducing the contract price to \$5,434,525.80 and

WHEREAS, Brumbaugh has submitted the final pay application with quantity reconciliation and adjustments presented as Change Order Request #11 and an increase of \$116,154.34, for a final contract price to \$5,550,680.14; and

WHEREAS, the Executive Director, the TID Project Manager, and the Butler Township Administrator have reviewed and agreed to the final quantities from Brumbaugh and recommended approval of the attached change order.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached Change Order #11 with Brumbaugh Construction, Inc. for the Benchwood Station Improvement Project final construction quantities be and are hereby approved, with a net increase of \$116,154.34, increasing the final total contract price to \$5,550,680.14.

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 Order #11.

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 14th day August, 2025.

Chairperson, Montgomery County Transportation Improvement District

Attest:

Secretary/Treasurer



MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT

CONTRACT CHANGE ORDER

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

DESCRIPTION	AMOUNT
CO #11: Final Pay Application - quantity reconciliation / adjustments	\$ 116,154.34
CHANGE ORDERS TOTAL:	\$ 116,154.34

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
The contract price adjustment: CO #10 (not required)	\$ (3,250.00)
The contract price adjustment: CO #11	\$ 116,154.34
The New Estimated Contract Price:	\$ 5,550,680.14

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)

BENCHWOOD STATION IMPROVEMENT PROJECT, BUTLER TOWNSHIP
MTDID 2024-03

FROM:

Ref. No.	Item	Item Description	BID QTY	UNIT	UNIT PRICE	TOTAL UNITS COMPLETE	UNIT REMAINING	BAL \$ REMAINING
ROADWAY								
2	202E20010	HEADWALL REMOVED	1	EACH	\$ 650.00	5.00	-4.00	\$ (2,600.00)
4	202E23000	PAVEMENT REMOVED, CONCRETE	569	SY	\$ 31.00	662.24	-93.24	\$ (2,890.44)
7	202E32000	CURB REMOVED	1020	FT	\$ 6.00	548.57	471.43	\$ 2,828.58
8	202E32500	CURB AND GUTTER REMOVED	3091	FT	\$ 8.00	3696.43	-605.43	\$ (4,843.44)
9	202E35100	PIPE REMOVED, 24" AND UNDER	563	FT	\$ 36.00	603.00	-40.00	\$ (1,440.00)
12	202E98100	REMOVAL MISC.: BOLLARD	2	EACH	\$ 215.00	3.00	-1.00	\$ (215.00)
13	203E10000	EXCAVATION	1913	CY	\$ 25.00	2269.93	-356.93	\$ (8,923.25)
15	204E13000	EXCAVATION OF SUBGRADE	1895	CY	\$ 30.00	2524.20	-629.20	\$ (18,876.00)
16	204E30010	GRANULAR MATERIAL, TYPE B	1895	CY	\$ 69.00	2524.20	-629.20	\$ (43,414.80)
17	204E50000	GEOTEXTILE FABRIC	5683	SY	\$ 3.50	7019.54	-1336.54	\$ (4,677.89)
19	608E52000	CURB RAMP	1153	SF	\$ 25.00	2247.00	-1094.00	\$ (27,350.00)
20	608E53020	DETECTABLE WARNING	200	SF	\$ 54.00	410.00	-210.00	\$ (11,340.00)
21	623E40500	REFERENCE MONUMENT, TYPE A	13	EACH	\$ 770.00	11.00	2.00	\$ 1,540.00
22	623E40520	RIGHT-OF-WAY MONUMENT, TYPE B	26	EACH	\$ 650.00	1.00	25.00	\$ 16,250.00
ROADWAY SUBTOTAL								
EROSION CONTROL								
24	659E00300	TOPSOIL	405	CY	\$ 82.00	436.76	-31.76	\$ (2,604.32)
26	659E14000	REPAIR SEEDING AND MULCHING	185	SY	\$ 1.50	50.00	135.00	\$ 202.50
27	659E15000	INTER-SEEDING	185	SY	\$ 1.00	50.00	135.00	\$ 135.00
32	832E30000	EROSION CONTROL	20,000	EACH	\$ 1.00	9650.38	10349.62	\$ 10,349.62
EROSION CONTROL SUBTOTAL								
DRAINAGE								
33	605E14000	6" BASE PIPE UNDERDRAINS	6631	FT	\$ 25.00	2490.00	4141.00	\$ 103,525.00
36	611E06100	15" CONDUIT, TYPE C	18	FT	\$ 105.00	20.00	-2.00	\$ (210.00)
38	611E08900	21" CONDUIT, TYPE B	270	FT	\$ 117.00	0.00	270.00	\$ 31,590.00
39	611E10400	24" CONDUIT, TYPE B	32	FT	\$ 140.00	302.00	-270.00	\$ (37,800.00)
43	611E98180	CATCH BASIN, NO. 3A	12	EACH	\$ 2,500.00	11.00	1.00	\$ 2,500.00
46	611E99580	MANHOLE, NO. 3 WITH 84" BASE I.D. AND 6" WEIR	2	EACH	\$ 9,000.00	1.00	1.00	\$ 9,000.00
47	611E99660	MANHOLE RECONSTRUCTED TO GRADE	9	EACH	\$ 3,000.00	10.00	-1.00	\$ (3,000.00)
DRAINAGE SUBTOTAL								
PAVEMENT								
50	253E01000	PAVEMENT REPAIR	3295	SY	\$ 123.00	3559.56	-264.56	\$ (32,540.88)
51	254E01000	PAVEMENT PLANING, ASPHALT CONCRETE (3")	27658	SY	\$ 4.00	30997.00	-3339.00	\$ (13,356.00)
52	301E56000	ASPHALT CONCRETE BASE, PG64-22, (449)	1079	CY	\$ 174.00	748.75	330.25	\$ 57,463.50
53	304E20000	AGGREGATE BASE	1014	CY	\$ 69.00	1436.19	-422.19	\$ (29,131.11)
54	407E20000	NON-TRACKING TACK COAT	2823	GAL	\$ 3.25	4916.00	-2093.00	\$ (6,802.25)
56	441E50100	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG70-22M	1153	CY	\$ 223.00	1226.06	-73.06	\$ (16,292.38)
57	441E50300	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)	1615	CY	\$ 185.00	1648.09	-33.09	\$ (6,121.65)
58	452E12050	8" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC MS	1768	SY	\$ 122.00	2003.15	-235.15	\$ (28,688.30)
59	452E12051	8" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC MS, AS PER PLAN	458	SY	\$ 185.00	533.11	-75.11	\$ (13,895.35)
60	452E14010	10" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC 1P	531	SY	\$ 125.00	552.83	-21.83	\$ (2,728.75)
61	609E12000	COMBINATION CURB AND GUTTER, TYPE 2	4508	FT	\$ 31.00	5257.50	-749.50	\$ (23,234.50)
62	609E26000	CURB, TYPE 6	2123	FT	\$ 26.00	2773.20	-650.20	\$ (16,905.20)
63	609E31000	COMBINATION CURB AND GUTTER, TYPE 9	327	FT	\$ 40.00	340.50	-13.50	\$ (540.00)
PAVEMENT SUBTOTAL								
LIGHTING								
74	625E14600	LIGHT POLE FOUNDATION, MISC.:HELICAL ANCHOR BASE (HAMILTON)	28	EACH	\$ 1,650.00	51.00	-23.00	\$ (37,950.00)
75	625E14600	LIGHT POLE FOUNDATION, MISC.:HELICAL ANCHOR BASE (WASHINGTON)	41	EACH	\$ 1,400.00	28.00	13.00	\$ 18,200.00
78	625E23300	NO. 2 AWG 2400 VOLT DISTRIBUTION CABLE	189	FT	\$ 5.00	0.00	189.00	\$ 945.00
85	625E25502	CONDUIT, 3", 725.05	94	FT	\$ 11.50	8.00	86.00	\$ 989.00
91	625E27600	LUMINAIRE, MISC.:BACKLIGHT	2	EACH	\$ 2,885.00	4.00	-2.00	\$ (5,770.00)
105	633E67100	CABINET FOUNDATION	1	EACH	\$ 1,800.00	2.00	-1.00	\$ (1,800.00)
LIGHTING SUBTOTAL								
TRAFFIC CONTROL								
106	630E03100	GROUND MOUNTED SUPPORT, NO. 3 POST	1061	FT	\$ 14.00	1104.00	-43.00	\$ (602.00)
108	630E80100	SIGN, FLAT SHEET	430	SF	\$ 20.00	619.00	-189.00	\$ (3,780.00)
109	630E84900	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	47	EACH	\$ 22.00	61.00	-14.00	\$ (308.00)
110	630E86002	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	41	EACH	\$ 32.00	54.00	-13.00	\$ (416.00)
112	644E00200	LANE LINE, 4"	0.12	MILE	\$ 1,730.00	0.14	-0.02	\$ (34.60)
114	644E00400	CHANNELIZING LINE, 8"	2921	FT	\$ 1.60	3328.00	-407.00	\$ (651.20)
115	644E00500	STOP LINE	360	FT	\$ 6.70	474.00	-114.00	\$ (763.80)
116	644E00630	CROSSWALK LINE, 24"	1911	FT	\$ 6.50	1933.00	-22.00	\$ (143.00)
117	644E00700	TRANSVERSE/DIAGONAL LINE	186	FT	\$ 6.25	820.00	-634.00	\$ (3,962.50)
121	644E01500	DOTTED LINE, 4"	384.1	FT	\$ 1.50	482.00	-97.90	\$ (146.85)
TRAFFIC CONTROL SUBTOTAL								
TRAFFIC SIGNALS								
127	625E17951	BRACKET ARM, 6", AS PER PLAN	4	EACH	\$ 1,425.00	0.00	4.00	\$ 5,700.00
128	625E23304	NO. 8 AWG 600 VOLT DISTRIBUTION CABLE	175	FT	\$ 2.80	179.00	-4.00	\$ (11.20)
129	625E25102	CONDUIT, 1", 725.05	15	FT	\$ 6.50	0.00	15.00	\$ 97.50

BENCHWOOD STATION IMPROVEMENT PROJECT, BUTLER TOWNSHIP
MDTID 2024-03

FROM:

130	625E25400	CONDUIT, 2", 725.04	112	FT	\$ 24.00	127.00	-15.00	\$ (360.00)
131	625E25402	CONDUIT, 2", 725.05	13	FT	\$ 19.50	0.00	13.00	\$ 253.50
132	625E25502	CONDUIT, 3", 725.05	115	FT	\$ 15.00	13.00	102.00	\$ 1,530.00
134	625E29001	TRENCH, AS PER PLAN	255	FT	\$ 15.00	367.00	-112.00	\$ (1,680.00)
135	625E30700	PULL BOX, 725.08, 18"	3	EACH	\$ 950.00	255.00	-252.00	\$ (239,400.00)
136	625E30706	PULL BOX, 725.08, 24"	1	EACH	\$ 1,150.00	3.00	-2.00	\$ (2,300.00)
138	625E32000	GROUND ROD	6	EACH	\$ 305.00	5.00	1.00	\$ 305.00
139	630E79101	SIGN HANGER ASSEMBLY, MAST ARM, AS PER PLAN	11	EACH	\$ 440.00	14.00	-3.00	\$ (1,320.00)
140	630E79500	SIGN SUPPORT ASSEMBLY, POLE MOUNTED	3	EACH	\$ 175.00	18.00	-15.00	\$ (2,625.00)
141	630E80100	SIGN, FLAT SHEET	91	SF	\$ 21.00	3.00	88.00	\$ 1,848.00
142	631E90501	INTERNALLY ILLUMINATED FIXED MESSAGE SIGN, AS PER PLAN	4	EACH	\$ 4,030.00	95.00	-91.00	\$ (366,730.00)
146	632E20750	ACCESSIBLE PEDESTRIAN PUSHBUTTON	4	EACH	\$ 1,365.00	3.00	1.00	\$ 1,365.00
151	632E30980	SIGNAL CABLE, 3 CONDUCTOR, NO. 10 AWG	797	FT	\$ 3.80	872.00	-75.00	\$ (285.00)
152	632E40500	SIGNAL CABLE, 5 CONDUCTOR, NO. 14 AWG	1568	FT	\$ 3.00	1640.00	-72.00	\$ (216.00)
153	632E40700	SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG	2106	FT	\$ 3.80	2160.00	-54.00	\$ (205.20)
154	632E64010	SIGNAL SUPPORT FOUNDATION	4	EACH	\$ 11,000.00	5.00	-1.00	\$ (11,000.00)
156	632E65300	LOOP DETECTOR LEAD-IN CABLE, 2 CONDUCTOR, NO. 14 AWG	768	FT	\$ 2.25	850.00	-82.00	\$ (184.50)
160	632E80700	SIGNAL SUPPORT, MISC.:INSTALLATION ONLY	4	EACH	\$ 3,750.00	5.00	-1.00	\$ (3,750.00)
166	633E99000	CONTROLLER ITEM, MISC.:REUSE OF SPREAD SPECTRUM RADIO	1	EACH	\$ 3,350.00	0.00	1.00	\$ 3,350.00
TRAFFIC SIGNALS SUBTOTAL								

LANDSCAPING

182	690E98100	SPECIAL -METAL EDGING	393	FT	\$ 22.00	543.00	-150.00	\$ (3,300.00)
183	690E98200	SPECIAL - DECORATIVE GRAVEL	1632	SF	\$ 15.00	3331.00	-1699.00	\$ (25,485.00)
184	690E98200	SPECIAL - DECORATIVE PAVEMENT	10473	SF	\$ 12.00	1240.00	9233.00	\$ 110,796.00
LANDSCAPING SUBTOTAL								

MAINTENANCE OF TRAFFIC

196	614E21000	WORK ZONE CENTER LINE, CLASS I	0.33	MILE	\$ 10,600.00	1.35	-1.02	\$ (10,812.00)
197	614E22000	WORK ZONE EDGE LINE, CLASS I, 4"	0.37	MILE	\$ 8,350.00	0.89	-0.52	\$ (4,342.00)
198	614E23000	WORK ZONE CHANNELIZING LINE, CLASS I, 8"	1048	FT	\$ 1.00	1889.05	-841.05	\$ (841.05)
200	614E26000	WORK ZONE STOP LINE, CLASS I	11	FT	\$ 5.00	86.00	-75.00	\$ (375.00)
201	614E30000	WORK ZONE ARROW, CLASS I	7	EACH	\$ 110.00	14.00	-7.00	\$ (770.00)
203	615E25000	PAVEMENT FOR MAINTAINING TRAFFIC, CLASS B	579	SY	\$ 78.00	610.78	-31.78	\$ (2,478.84)
MAINTENANCE OF TRAFFIC SUBTOTAL								

MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

RESOLUTION NUMBER 2025-53

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND ENTER INTO A PROJECT MANAGEMENT & FINANCING AGREEMENT WITH MIAMI TOWNSHIP FOR THE AUSTIN EAST PROJECT

WHEREAS, the Board of Trustees ("Board") of the Montgomery County Transportation Improvement District ("TID"), by action of Resolution 2011-77, entered into a 2011 Projects Agreement with Miami Township ("Township") which provided for joint planning, financing, construction, acquisition, improvement, and implementation of certain projects; and

WHEREAS, in 2022, the Township engaged the TID to assist with the development of the area on the east side of State Route 741 at the intersection of Landing Way ("Project Area"), which may include certain public improvements to provide safe access to and from the area, including tying in a signalized intersection on the east side of State Route 741, and construction associated to the Austin East Project ("Project"); and

WHEREAS, by action of Resolution 2024-95, the Township and TID entered into a Memorandum of Understanding ("MOU") that would (1) effect a transaction to convey certain properties to the TID to be dedicated in connection with the Project, (2) to be structured as an even exchange as set forth in Ohio Revised Code Sections 5540.04 and 5501.34(F), (3) establishes a mechanism to provide for the conveyance of the TID property to the Township in the event the exchange transaction does not occur on or before September 1, 2025, and (4) agreed to cooperate in good faith to develop the Exchange Transaction; and

WHEREAS, the Township desires to facilitate and encourage the development of the area on the east side of State Route 741 at the intersection of Landing Way including (1) the design, engineering, financing, and/or construction of certain related public improvements to provide safe access to the developed area, (2) tying in a signalized intersection on the east side of State Route 741 and (3) constructing associated connecting roadways; and

WHEREAS, the Township desires to engage the TID in order to support the Project and enter into a Project Management & Financing Agreement ("PMFA") to memorialize each party's respective rights and obligations with respect to such financing and/or construction for the Project; and

NOW, BE IT FURTHER RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the Executive Director negotiate and enter into the attached PMFA with Miami Township be and is hereby approved.

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

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 Miami Township.

Adopted the 14th day of August, 2025.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

**AUSTIN EAST
PROJECT MANAGEMENT AND FINANCING AGREEMENT**

THIS AUSTIN EAST PROJECT MANAGEMENT AND FINANCING AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2025 (the “**Effective Date**”), by and between **MIAMI TOWNSHIP (MONTGOMERY COUNTY), OHIO**, a township duly organized and validly existing under the laws of the State of Ohio (the “**Township**”), 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 Township and the TID are sometimes referred to herein individually as “**Party**” and collectively as “**Parties**”), under the following circumstances:

- A. For over twenty years, the Parties have worked together to successfully secure significant economic development projects for the benefit of the Township and its residents that have resulted in significant private capital investment and employment opportunities and have provided roadway and related infrastructure improvements necessary to serve those projects and future economic development for the Township and the region;
- B. Such projects have included the design, financing, and construction of significant transportation and related infrastructure in and around the Austin Boulevard/I-75 Interchange (the “**Interchange Project**”);
- C. As a condition to the original issuance of the permit for State Route 741 as part of the Interchange Project, the Parties committed to the Ohio Department of Transportation (“**ODOT**”) to complete, at such time as practicable, the full signalization of the intersection of State Route 741 and Landing Way (the “**Intersection**”) and roadway extension east of the Intersection (the “**Project Area**”), in order to provide left and right turn access to the areas east of the Intersection, and improve the safety of the Intersection generally (collectively, the “**Public Project**”);
- D. In order to support ODOT’s safety objectives, ODOT: (i) has conveyed to the TID certain parcels of limited access right-of-way in the Project Area, to be utilized in connection with the Project (the “**TID Property**”); and (ii) has contributed to the upgrade of the existing roadway and signal;
- E. Now that a private developer (the “**Developer**”) owns or controls the majority of the Project Area (the “**Developer Property**”) and is in position to fully develop the Project Area, the Parties have determined to move forward with the Public Project;
- F. As part of the Public Project, the Township will cause the Developer to convey certain of the Developer Property to the TID to be dedicated in connection with the Public Project, and the TID will convey certain of the TID Property to Developer, to be structured as an even exchange as set forth in Sections 5540.04 and 5501.34(F) of the Revised Code (the “**Exchange Transaction**”, and together with the Public Project, the “**Project**”);
- G. The TID has worked extensively with and on behalf of the Township prior to the Effective Date in connection with the planning of the Project, including without limitation developing the structure of the Project, procuring traffic studies, and negotiating with the Ohio Department of Transportation (the “**Pre-Effective Date TID Services**”);

- H. On or about February 3, 2025, the Parties entered into that certain Memorandum of Understanding – Austin East Project (the “**2025 MOU**”), to create a framework for the disposition of the TID Property;
- I. The Parties now desire to enter into this Agreement, which replaces and supersedes the 2025 MOU, in order to set forth a framework for the completion of the full Project, which the Parties acknowledge will comprise two phases: the planning, design, and right-of-way planning phase (“**Phase I**”), and the right-of-way acquisition and construction phase (“**Phase II**”); and
- J. 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 Board of Trustees of the Township, and the TID, acting pursuant to Resolution No. _____ adopted by its Board of Trustees on _____, 2025, 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 Generally; Phase II Addendum.** The Parties hereby agree to cooperate to develop and implement the Project as set forth in this Agreement. Subject to the terms and conditions of this Agreement, the TID will deliver the Project to the Township on a turnkey basis. The Parties will only proceed to Phase II upon the negotiation and mutual execution of a subsequent addendum to this Agreement to set forth the Parties’ respective rights and obligations with respect to Phase II of the Project, including without limitation the scope, schedule, and budget for Phase II of the Project (the “**Phase II Addendum**”). The Township acknowledges that the TID’s obligations regarding the Public Project are expressly conditioned on the timely completion of the Exchange Transaction as set forth in this Agreement.

2. **Project Scope.**

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

B. **Exclusions.** Other than as related to the signalized intersection on the east side of State Route 741 (the “**Signal Design Services**”), the TID’s obligations related to the Public Project will not include design and engineering services necessary to construct the roadway improvements related to the Public Project (the “**Excluded Design Services**”). The Township will be required to procure all necessary Excluded Design Services. In addition, the TID will not be responsible for the construction of such signalization improvements, as such construction will be the responsibility of the Ohio Department of Transportation.

3. **Phase I Schedule.** The schedule for Phase I is set forth in Exhibit B attached hereto (the “**Phase I Schedule**”). The Parties acknowledge that they may mutually modify or further refine the Phase I Schedule during the course of the development of Phase I. The Parties agree to use their reasonable commercial efforts to adhere to the Schedule and to fulfill all their obligations under this Agreement so the Phase I Schedule is met.

4. **Phase I Budget.** The budget for Phase I of the Project is set forth in Exhibit C attached hereto (the “**Phase I Budget**”). The Parties acknowledge that they may mutually modify or further refine the Phase I Budget during the course of the development of Phase I. Notwithstanding anything in this

Agreement to the contrary, the TID will not be obligated to provide for any products or services related to the Project in excess of the funds actually received by the TID from the Township or third party funding sources, less the TID Management Fees (as defined in Section 5 below).

5. **TID Management Fees.**

A. The Township hereby agrees to pay the TID an amount equal to \$50,000 (the “**TID Phase I Management Fee**”) within thirty (30) days after execution of this Agreement as compensation to the TID for the Pre-Effective Date TID Services, and the Phase I Tasks and TID Management Services related to Phase I of the Project.

B. To the extent the Parties enter into a Phase II Addendum, in addition to the TID Phase I Management Fee, the Township hereby agrees to pay the TID, as compensation for the TID’s activities to be undertaken in connection with Phase II of the Project, an amount equal to 5% of the total cost of the construction of the Project (the “**TID Phase II Management Fee**”, and together with the TID Phase I Management Fee, the “**TID Management Fees**”), upon the earlier of: (i) the closing of a Borrowing (as defined in Section 7 below), or (ii) the date the TID lets any Contract(s) (as defined in Section 9.A. below) for Phase II.

6. **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 Parties; (ii) the date both Parties agree, in writing, to terminate the Project; and or (iii) immediately upon written notice to a Party in the event the Party breaches its obligations hereunder and fails to cure such breach within fifteen (15) days following written notice from the non-breaching Party.

B. *Phase I Tasks.* During Phase I, the Parties will cooperate to perform the following tasks (the “**Phase I Tasks**”):

(i) The TID will develop an acquisition plan for any right-of-way that will be necessary to acquire in order to complete the Project, including without limitation the Exchange Transaction (the “**Right-of-Way Plan**”). The Right-of-Way Plan will include, without limitation, initial appraisal and survey work, and the making of purchase offers to the owners of the impacted parcels.

(ii) The Township will procure the Excluded Design Services, provided that the TID may procure third-party review services as the TID deems necessary.

(iii) The TID will procure the Signal Design Services.

(iv) The TID will procure a consultant in connection with any traffic impact study updates or revisions necessary to construct the Public Project, which the Parties acknowledge may impact the Phase I Schedule, and by extension, the schedule for Phase II.

(v) The TID will apply for, and the Township will review and consider, the rezoning of the TID Property into the “PD-5” Planned Development created by Miami

Township Zoning Commission Case #452-22 as soon as reasonably practicable following the Effective Date.

(vi) The TID will assist the Township in developing the budget for Phase II.

(vii) The TID will assist the Township in developing a financing plan for the costs associated with the construction of the Project (the “**Phase II Financing Plan**”).

(viii) The TID will assist the Township in identifying other tasks necessary to complete Phase II.

C. *Right-of-Way Plan Matters.* For purposes of clarity, the Right-of-Way Plan only includes the identification of necessary right-of-way and acquisition preparation activities, including without limitation appraisals or negotiations with property owners, but not the effectuation of any acquisitions. In the event the Parties mutually agree that the TID will conduct such activities prior to the commencement of Phase II pursuant to a Phase II Addendum, the Parties will enter into an amendment to this Agreement to set forth their respective rights and obligations related thereto.

D. *Specific TID Management Services.* The TID will provide project planning, project coordination, strategy development, and project supervision services for the Project (the “**TID Management Services**”). The TID will pay all invoices for services accomplishing Project tasks, including, but not limited to engineering 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 to the TID and such invoices are within the Budget. The TID will keep the Township apprised of the progress of the Project as compared to the Budget at Progress Meetings (as described in Section 14 below) and will provide the Township such supporting information as reasonably requested on a timely basis.

7. **Funding for the Project.** As a general matter, the Township will be obligated to fund the entire cost of the Project, whether via a borrowing or an alternative source of funds. Such funding may include a borrowing from the ODOT State Infrastructure Bank (the “**SIB**”) or an alternative source of financing (a “**Borrowing**”). The Township acknowledges that the TID will not act as a borrower in connection with a Borrowing. To the extent the TID agrees to participate in a Borrowing as required by the SIB or other lender or otherwise in order to facilitate the administration of its proceeds, the Township will be required to provide financing support so the TID will serve as only as conduit Borrower and there will be no recourse to the TID and the TID will have no payment obligations other than funds provided by the Township or other source. The Township’s obligations may include, without limitation, a pledge of available revenue stream(s). The Parties acknowledge that in executing this Agreement, no Party is committing to undertake a Borrowing. The Township will fulfill its payment obligations hereunder and as set forth in the Budget by timely depositing the amounts of such obligations (including amounts related to any contingencies) with the TID (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 termination or conclusion of the Project, the TID will deliver the balance of the Deposit Fund, if any, to the Township. The Township acknowledges that it may be required to advance funds to the TID in an amount necessary to allow the TID to effectively cash-flow initial outlays under the Contract(s), including in the event that third party funding sources are operated on a reimbursement basis.

8. **Phase II Components.** The Parties anticipate that Phase II, if applicable, will include: (A) finalizing and implementing a Borrowing or other financing for the Project, if any; (B) effectuating the

Right-of-Way Plan including without limitation the Exchange Transaction; and (C) constructing the Public Project.

9. **Phase II Addendum Provisions.** Unless otherwise agreed in a Phase II Addendum, the following provisions will apply to Phase II of the Project, if any:

A. *Contracting.* The TID will enter into contracts or otherwise arrange for the provision of all products and services necessary to complete the Public Project in accordance with the TID's policies with regards to procurement (collectively, the "Contracts"). The costs and expenses related to such Contracts, including without limitation the cost of the insurance required pursuant to Section 9.H. below, will be referred to as the "Construction Costs".

B. *Work under the Contracts.* During construction, the TID will inspect and determine, in its sole discretion, whether the work done under the Contracts is sufficient and completed in accordance with the Contracts.

C. *Performance Bonds and Contractor Insurance Requirements.* The TID will require any contractors submitting a quote to supply a bond and the selected contractor to provide a performance bond and a separate payment bond (or other alternatives acceptable to the TID and the Township) in the full amount of the construction cost estimate. The Parties will both be named as obligees on the bonds. The TID will also require that the selected contractor have and maintain a commercial and general liability insurance policy with minimum coverage amounts of at least \$2,000,000 per occurrence with a deductible of not more than \$10,000. The TID will also require that each selected contractor and each subcontractor maintain during the life of its contract and subcontract, workers compensation insurance pursuant to Ohio law, public liability insurance with minimum coverage amounts of \$2,000,000 per occurrence, and property damage insurance with minimum coverage amounts of \$2,000,000 per occurrence. The TID may impose additional insurance obligations upon the contractor in the TID's discretion or at the request of the Township. All such policies will name the Parties as additional insureds via broad form endorsement on a primary and non-contributory basis, and will be issued by carriers with a *Best's Insurance Reports* policyholder's rating, to the extent commercially reasonable, of "A" (but in any event, not less than "A-") and a financial size category of "X" or better. All policies will contain provisions for thirty (30) days' written notice to the TID and the Township prior to expiration or cancellation.

D. *Supervision.* All activities related to the Public Project will be performed under the general supervision and direction of the TID. The TID will provide or provide for inspection and monitoring activities sufficient to ensure compliance with the Scope, all written specifications for the Public Project, and any Contracts.

E. *Contract Administration.* The TID will administer all Contracts including monitoring the performance of all parties under the Contracts. The TID will work to resolve any disputes, complaints or claims related to the Contracts. The TID shall administer all change orders under any of the Contracts. The TID must obtain the consent of the Township for any change order that causes the contingency line item in the Budget to be exceeded. The TID will maintain all required documentation for the Contracts including all change orders.

F. *Payments.* The TID will pay all third party invoices for services performed or goods supplied for Phase II of the Project so long as the services performed or goods provided pursuant to such invoice are satisfactory and such invoices are within the Budget. The TID will keep the Township apprised of the progress of the Project as compared to the Budget at the Progress

Meetings and will provide the Township such supporting information as the Township reasonably requests on a timely basis.

G. *Construction Completion.* The TID will, with the Township, conduct a final inspection of the construction of the Public Project when the contractor indicates that the construction has been substantially completed. The TID and the Township will determine the need for any corrective or additional work and create the punch list detailing the additional work. The TID will provide the punch list to the contractor (and any applicable subcontractors) in writing along with a specified time frame or specified date for completion of the prescribed work. Upon final completion of construction of the Public Project, the TID will arrange for obtaining all necessary approvals/consents from any regulatory bodies (the “**Consents**”). Upon completion of the punch list and obtaining the Consents, the construction of the Public Project will be completed (“**Construction Completion**”). Within thirty (30) days after Construction Completion, the TID will sign any documents necessary to assign to the Township and/or its designee all transferable warranties (if any) relating to services, materials or equipment incorporated into the Public Project, including without limitation any warranties under the Contracts.

H. *Insurance.*

(i) The TID will obtain and maintain comprehensive general accident and public liability insurance with coverage limits in the minimum amounts as to death or bodily injury and as to property damage with respect to the Project and its construction in amounts the TID and the Township will determine from time to time. Each insurance policy obtained and maintained by the TID hereunder will name the Township as an additional insured. The TID will provide to the Township, upon request, certificates of insurance or other evidence reasonably satisfactory to the Township that the insurance required hereunder has been obtained and in full force and effect. The cost of such insurance related to the Project will be a Construction Cost.

(ii) Every all-risk property insurance policy carried by the TID with respect to the Project will (if it can be so written and either does not result in a material additional premium or the other Party pays on demand any additional premium) include provisions denying to the insurer subrogation rights against the other Party to the extent such rights have been waived by the insured prior to the occurrence of damage or loss.

(iii) Neither Party hereto will be liable to the other Party or to anyone claiming through the other Party or to any insurance company (by way of subrogation or otherwise) insuring the other Party for any business interruption or for any loss or damage to the Project or site thereof, or other tangible property thereon, or injury to or death of persons occurring on or about the Project, the site thereof, or in any manner growing out of or connected with TID’s or the Township or Township’s use, construction or occupancy of the Project, or the rights of the Parties hereunder, even though such business interruption, loss, damage, injury or death might have been occasioned by the negligence of such Party, its agents or employees, or to the extent of recovery under any insurance carried covering such business interruption, loss, damage, injury or death. If available, each insurance policy carried by the Parties hereto will contain a clause to the effect that the foregoing waiver will not affect the right of the insured party to recover under such policy. If such waiver clause is available, then any additional premium charged for such waiver will be paid by the Party benefited.

10. **The Exchange Transaction.**

A. *Generally.* The Parties hereby agree to cooperate to develop and implement the Exchange Transaction as set forth in this Agreement as part of Phase I, provided that the Closing (as defined below) of the Exchange Transaction will not occur until Phase II, if applicable.

B. *Description of TID Property.* The TID Property is described in Exhibit D attached hereto.

C. *Identification of Exchange Property.*

(i) Following the full execution and delivery of this Agreement, the TID will engage a third-party professional services provider to survey, appraise, and prepare legal descriptions for the portions of the Developer Property that will be necessary for public purposes related to the Public Project, as determined by the TID in consultation with the Township and Developer (the “**Developer-Contributed Property**”). A general approximation of the Developer-Contributed Property as of the Effective Date is attached hereto as Exhibit E. At the Closing (as defined below), the Township will use its best efforts to cause the Developer to convey the Developer-Contributed Property to the TID or dedicate the Developer-Contributed Property to the Township, in either case at no cost to the TID.

(ii) Upon the determination of the Developer-Contributed Property, the TID will identify that portion of the TID Property with equal value to the Developer-Contributed Property, as determined by the TID and its professional advisors in consultation with the Developer and consent of the Township (the “**TID-Exchange Property**”). At the Closing, the TID will convey the TID-Exchange Property to Developer at no cost, via quitclaim deed or other method determined by the TID.

(iii) Subject to receipt of the applicable funds from the Township and the other terms and conditions of this Agreement, to the extent the Developer-Contributed Property and/or TID-Exchange Property consists of less than full, existing parcels, the TID will cause the split or subdivision of such existing parcels as necessary to allow the consummation of the Exchange Transaction as contemplated by this Agreement.

D. *Closing; Residual Transfer.*

(i) As part of Phase II, if applicable, upon such time as the TID has determined the Developer-Contributed Property and the TID-Exchange Property, the TID will deliver written notice to the Township and Developer containing the specific descriptions of the Developer-Contributed Property and the TID-Exchange Property (the “**Closing Notice**”). On the date determined by the TID, to be within thirty (30) days following the delivery of the Closing Notice, the Parties will, and the Township will use its best efforts to cause Developer to, use all reasonable efforts to close the Exchange Transaction and Residual Transfer (as defined in Section 10.D.(iii) below) by the electronic or other exchange of documents (the “**Closing**”).

(ii) At the Closing, the Township will use its best efforts to cause Developer to transfer marketable title to the Developer-Contributed Property in fee simple, and the Township will use its best efforts to cause Developer to warrant that it will be free from all defects, liens, easements, restrictions, covenants, encroachments, and any other encumbrances, except (i) real estate taxes and assessments not yet due and payable, (ii)

existing public highways and utility easements of record, and (iii) all zoning, building and other laws, codes, ordinances, rules and regulations.

(iii) In connection with the Closing and immediately following the recordation of the deed(s) transferring the Developer-Contributed Property, the TID will convey to the Township via quitclaim deed: (i) the Developer-Contributed Property, and (ii) the TID Property less the TID-Exchange Property (collectively, the “**Residual Transfer**”). As between the TID and the Township, the Township agrees, or will use its best efforts to cause the Developer, to be responsible for all costs and expenses related to the Developer-Contributed Property and/or the TID Property less the TID-Exchange Property, including without limitation all real property taxes and assessments, as applicable.

E. *Closing Costs.* At the Closing, subject to receipt of the applicable funds from the Township and the other terms and conditions of this Agreement, the TID shall pay the costs associated with the following (to the extent applicable): (i) the costs for deed preparation and recording fees; (ii) documentary stamp taxes; (iii) transfer taxes and fees; and (iv) any and all other costs, expenses or fees due or payable in connection with the Closing and Residual Transfer. Notwithstanding the foregoing, the Township and Developer will be responsible for their own costs related to the preparation of this Agreement and the transactions contemplated hereby, including without limitation attorneys’ fees and expenses.

F. *Developer Representations and Warranties.* In connection with the Development Agreement or other agreement to be executed related to the Project between the Township and Developer, the Township will use its best efforts to ensure that the Developer makes substantially the following warranties for the benefit of the TID: (i) as of the date of Closing (a) no orders of any public authority are pending against the Developer-Contributed Property, (b) no work has been performed or improvements constructed that may result in future assessments against the Developer-Contributed Property, (c) no notices have been received from any public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions, environmental conditions or other matters affecting the Developer-Contributed Property, and (d) to Developer’s knowledge, no hazardous substances, hazardous wastes or other toxic or dangerous materials have been manufactured, treated, stored, disposed of or released on or from the Developer-Contributed Property; (ii) Developer will not, without the TID’s prior written consent: (a) convey or agree to convey, encumber or grant any rights in the Developer-Contributed Property to any party other than the TID; (b) permit or allow any removal, alteration or other change to the physical character of the Developer-Contributed Property, or (c) permit any waste, impairment or deterioration of the Developer-Contributed Property; (iii) Developer will pay all real property taxes and all assessments for public improvements, general or special, which have become a lien on the Developer-Contributed Property as of the Closing, and any future installments of special assessments for capital improvements shall be paid in full by Developer, and the real property taxes and assessments (other than special assessments for capital improvements) which are a lien in the calendar year in which the Closing occurs shall be prorated (based on a 365-day year) as of the date of the Closing, based on an estimate prepared by the TID.

G. *Right of Entry.* The Township will use its best efforts to ensure that the TID, and its agents, employees, contractors and representatives, shall have the right, at reasonable times so as not to interfere with Developer’s use of the Developer Property, to enter upon the Developer Property for the purposes of conducting soil tests, engineering studies, planning and other testing and exploration work necessary or appropriate to determine the Developer-Contributed Property and conduct the Project.

H. *Disclaimer and Waiver.* The TID's obligations related to the Exchange Transaction are subject to the Developer's waiver of its rights under Federal and Ohio law, including (i) the right to have the Developer Property appraised by a competent appraiser and the right to accompany the appraiser on the inspection of the property; (ii) the right to be provided a written offer for the full amount of the fair market value as determined by the agency based upon the appraisal; and (iii) the right to negotiate with the agency and if an acceptable agreement could not be reached, the right to have the value determined by a court of law.

11. **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.

12. **Work Product Transfer.** The TID agrees to transfer to the Township for its own benefit and use, all of the TID's ownership and intellectual property interest, if any, including without limitation all copyright interests in all drawings, specifications, and other documents and electronic data furnished by the TID to the Township under this Agreement (the "**Work Product**"); provided, however, that the Township hereby grants to the TID a limited, irrevocable, fully-paid-up license to use the Work Product in connection with such other uses as may be within the TID's purposes. Use of the Work Product is at the Township's sole risk without liability or legal exposure to the TID or anyone working by or through the TID.

13. **Township, Developer and TID Obligations.** The Township will, and will use its best efforts to cause Developer to, 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 Township will perform its respective 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. The Township will use its best efforts to cause the Developer to perform its respective 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. The TID will perform its respective responsibilities, obligations, and services in a timely manner so as not to delay or interfere with the Township's performance of its obligations under this Agreement.

14. **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**"). In addition to the foregoing, the TID may periodically submit information updates to the Township 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.

15. **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 Township:

Miami Township
2700 Lyons Road
Miamisburg, Ohio 45342
Attention: Township Administrator

If to the TID:

Montgomery County Transportation

Improvement District
451 W. Third St., 10th Floor
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.

16. **Disclaimer of Warranties/Limitation of Liability.** THE TOWNSHIP, FOR THE TOWNSHIP AND ON BEHALF OF DEVELOPER, AGREES 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. EXCEPT AS EXPRESSLY SET FORTH HEREIN, 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. IN NO EVENT WILL THE TID BE LIABLE OR RESPONSIBLE TO THE TOWNSHIP OR DEVELOPER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE AND LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER ANY THEORY OR CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. EXCEPT TO THE EXTENT OF INSURANCE PROCEEDS ACTUALLY RECEIVED, 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 FROM THE TOWNSHIP HEREUNDER.

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

18. **Remedies.** Any disputes, controversies or claims arising under or relating to this Agreement or the breach, termination or invalidation thereof or the services provided pursuant to this Agreement will, upon written notice, be referred to the Township Administrator and the Executive Director of the TID, who will confer in good faith for a period of at least thirty (30) days to attempt to resolve the matter. If such individuals are unable to resolve the matter within this thirty-day period, each Party may take such actions permitted by law or this Agreement in order to resolve such dispute.

19. **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.

20. **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.

21. **Fiscal Officer Certification.** The Fiscal Officer of the Township hereby certifies that the monies required to meet the obligations of the Township during the current fiscal year under this Agreement have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. Pursuant to Section 5705.44 of the Ohio Revised Code, the Fiscal Officer of the Township covenants that any requirement herein of an expenditure of Township 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 21 are given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

22. **Further Assurances.** Upon the request of the TID at any time following the Effective Date, the Township will execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments of assignment, transfer, conveyance, and assurances, or take such other actions, as the TID may reasonably request in order to complete the transactions and carry out the intents and purposes contemplated by this Agreement.

23. **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 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 Township Board of Trustees, or TID Board of Trustees, and no Township 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. 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.

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

MIAMI TOWNSHIP FISCAL OFFICER
(Section 21 only)

By: _____
Chris Snyder, Township Administrator

By: _____

Name: _____

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT**

By: _____
Vanessa Glotfelter, Executive Director

Exhibit A

Public Project Scope

Exhibit B

Phase I Schedule

TBD

Exhibit C

Phase I Budget

AUSTIN EAST

PHASE 1 BUDGET

SOURCES & USES

8/1/2025

SOURCES

AMOUNT

Miami Township

\$ 140,000.00

TOTAL

\$ 140,000.00

USES

AMOUNT

Right of Way Services, OR Colan

\$ 20,000.00

Surveying Services

\$ 20,000.00

TIS revision

\$ 15,000.00

Signal Design Construction Plans

\$ 20,000.00

TID Phase I Management Fee

\$ 50,000.00

Third Party & Legal

\$ 15,000.00 Estimated

TOTAL

\$ 140,000.00

Exhibit D

TID Property

<u>ROW Parcels Deeded to the TID from ODOT (07/11/2024)</u>				
	<u>Parcel #</u>	<u>Location</u>	<u>Acres</u>	
	K45 02602 0037	ST RT 741	0.17	0015-WD
	K45 02602 0038	Springboro Pk	0.73	0011-WD
	K45 02602 0040	Springboro Pk	0.29	0013-WD
	K45 02602 0044	Springboro Pk	0.55	0012-WD
	K45 02602 0046	Springboro Pk	0.36	0010-WD
	K45 02602 0054	Springboro Pk	0.224	0009-WD

Exhibit E

Developer-Contributed Property

4004859.11

MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

RESOLUTION NUMBER 2025-54

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND ENTER INTO A PROJECT MANAGEMENT AND FINANCING AGREEMENT WITH THE CITY OF WEST CARROLLTON FOR THE RIVER DISTRICT ROADWAY IMPROVEMENT PHASE II PROJECT

WHEREAS, the Board of Trustees (“Board”) of the Montgomery County Transportation Improvement District (“TID”) and the City of West Carrollton, Ohio (“City”) desire that the District be engaged to develop certain areas within the City, including but not limited to those areas in and around the I-75/East Dixie Drive Interchange and related and connecting roadways, including the City’s River District Roadway Improvement Phase II Project (“Project”); and

WHEREAS, the City desires to engage the TID to assist with (1) roadway construction of approximately 0.04 miles of Manchester Road north of Dixie Drive through widening and the addition of curb and gutter, (2) new sidewalk, traffic control signs, pavement markings, and storm sewer north of East Dixie Drive, (3) new signalization at the intersection of East Dixie Drive and Manchester Road, and (4) construction of a sanitary pump station north of East Dixie Drive and west of Manchester Road; and

WHEREAS, the Executive Director has recommended that the TID assist the City and enter into a Project Management & Financing Agreement (“PMFA”) with the City to memorialize the respective duties and responsibilities of the agreement and development of projects.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the Executive Director be approved to negotiate and execute the attached River District Roadway Improvement Phase II Project Management & Financing Agreement with the City of West Carrollton.

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

Adopted the 14th day of August, 2025.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

**WEST CARROLLTON RIVER DISTRICT ROADWAY IMPROVEMENTS PHASE II
PROJECT MANAGEMENT AND FINANCING AGREEMENT**

THIS WEST CARROLLTON RIVER DISTRICT ROADWAY IMPROVEMENTS PHASE II PROJECT MANAGEMENT AND FINANCING AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2025 (the “**Effective Date**”), by and between the **CITY OF WEST CARROLLTON, OHIO**, an Ohio municipal corporation (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 sometimes referred to herein individually as “**Party**” and collectively as “**Parties**”), under the following circumstances:

- A. The City desires to engage the TID to assist the City in connection with the construction of the West Carrollton River District Roadway Improvements Phase II Project, the scope of which (the “**Scope**”) is set forth in Exhibit A attached hereto (the “**Project**”);
- B. The City agrees that the City will receive material transportation and economic benefit from the Project; and
- C. 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 Council of the City, acting pursuant to Resolution No. **18-2025** adopted by the West Carrollton City Council on March, 25, 2025, 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, in consideration of the above, and based upon the mutual promises contained below, the Parties agree as follows:

1. **The Project Generally.** The Parties hereby agree to cooperate to accomplish the Project as set forth in this Agreement. Subject to the terms and conditions of this Agreement, and based upon: (A) the powers of the TID pursuant to Chapter 5540 of the Revised Code; and (B) the City’s obligations in this Agreement, the TID will let, manage, supervise, and complete the Project and enter into such contracts as necessary or helpful in fulfilling the TID’s obligations under this Agreement. Throughout the Project, the TID will cooperate with the City, respond to requests from the City and keep the City apprised of the TID’s progress with respect to the Project. The Parties acknowledge that the City has engaged a consultant to perform the design and engineering services for the Project, and the TID’s services under this Agreement will only include construction of the Project.

2. **Project Scope, Budget, and Schedule.**

A. The Scope of the Project is set forth in Exhibit A attached hereto. The Parties acknowledge that they may mutually further refine the Scope or add additional tasks to the Scope during the course of the development of the Project.

B. The budget for the Project is set forth in Exhibit B attached hereto (the “**Budget**”). The Parties acknowledge that they may modify the Budget during the course of the development of the Project in a mutually executed writing. Notwithstanding anything in this Agreement to the contrary, the TID will not be obligated to provide for any products or services related to the Project in excess of the funds actually received by the TID from the City, less the TID Management Fee (as defined in Section 3 below).

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

D. The City will fulfill its payment obligations hereunder and as set forth in the Budget by timely paying the amounts of such obligations (including amounts related to any contingencies) to the TID, including any necessary advances with respect thereto (less fees payable to the TID). The TID will hold the funds it receives in a segregated fund for the benefit of the Project (the “**Fund**”) and the TID will use the Fund solely to accomplish the Project. Within forty-five (45) days after the Project is completed, the TID will deliver the balance of the Fund, if any, to the City.

3. **TID Management Fee.** The City hereby agrees to pay the TID an amount equal to 5% of the construction costs of the Project as set forth in the Budget (the “**TID Management Fee**”), as compensation to the TID for the TID’s services under this Agreement. The City will pay the TID Management Fee on or before the date the TID lets any Contract (as defined in Section 5.A. below) for the Project, in three separate payments for each part of the Project, as described in Section 5.A. below.

4. **Term and Termination.** The term of this Agreement commences on the Effective Date and will terminate upon the earlier of: (A) the date both Parties have completed their respective obligations hereunder; provided, however, any obligations not completed by a Party may be waived (in writing) by the other Party; (B) the date both Parties agree, in writing, to terminate the Project; and or (C) immediately upon written notice to a Party in the event the Party breaches its obligations hereunder and fails to cure such breach within fifteen (15) days following written notice from the non-breaching Party. Payment obligations and the provisions of Sections 8 through 16 will survive any termination of this Agreement.

5. **Contracting and Management Procedures.**

A. *Contracting.* The TID will enter into contracts or otherwise arrange for the provision of all products and services necessary to complete the Project in accordance with the TID’s policies with regards to procurement (collectively, the “**Contracts**”). During the work, the TID, in coordination with the City, will inspect and determine whether the work done under the Contracts is sufficient and completed in accordance with the Contracts. The three parts of the Project include:

Part 1: Manchester Rd. and Dixie Dr. intersection and signalization;

Part 2: Sanitary Sewer Lift Station; and

Part 3: Marina Dr. Improvements / Bikeway.

B. *Project Supervision.* All activities related to the Project will be performed under the general supervision and direction of the TID and in coordination with the City. The TID, in coordination with the City, will provide inspection and monitoring activities sufficient to ensure compliance with the Scope and any Contracts.

C. *Contract Administration.* The TID, in coordination with the City, will administer all Contracts including monitoring the performance of all parties under the Contracts. The TID, in coordination with the City, will work to resolve any disputes, complaints or claims related to the Contracts. The TID will administer all change orders under any of the Contracts. The TID will maintain all required documentation for the Contracts including all change orders.

D. *Payments.* The TID will pay all third-party invoices for services performed or goods supplied for the Project so long as the services performed or goods provided pursuant to such invoice are satisfactory and such invoices are within the Budget. The TID will keep the City apprised of the progress of the Project as compared to the Budget and will provide the City such supporting information as reasonably requested on a timely basis.

E. *Completion.* The TID, in coordination with the City, will conduct a final inspection of the Project when the contractor indicates that the same has been substantially completed. The TID will determine the need for any corrective or additional work and create the punch list detailing the additional work. The TID will provide the punch list to the contractor (and any applicable subcontractors) in writing along with a specified time frame or specified date for completion of the prescribed work.

F. *Insurance.* The TID will obtain and maintain comprehensive general accident and public liability insurance with coverage limits in the minimum amounts as to death or bodily injury and as to property damage with respect to the Project in amounts the TID will determine from time to time. The TID will provide to the City, upon request, certificates of insurance or other evidence reasonably satisfactory to the City that the insurance required hereunder has been obtained and in full force and effect.

6. **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 its 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 Schedule.

7. **Progress Meetings.** During the course of the Project, the Parties agree to meet (in person or electronically) at least once per month to discuss the progress of the Project (the "**Progress Meetings**"). 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.

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 West Carrollton
300 E. Central Ave.
West Carrollton, Ohio 45449
Attention: City Manager

If to the TID:

Montgomery County Transportation
Improvement District
451 W. Third St., 10th Floor
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. **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.

10. **Disclaimer of Warranties/Limitation of Liability.** THE CITY AGREES 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. EXCEPT AS EXPRESSLY SET FORTH HEREIN, 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. 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 AND LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER ANY THEORY OR CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. EXCEPT TO THE EXTENT OF INSURANCE PROCEEDS ACTUALLY RECEIVED, IN NO EVENT WILL THE TID'S TOTAL LIABILITY HEREUNDER EXCEED THE FEES (NOT INCLUDING ANY AMOUNT PAID TO THE TID TO REIMBURSE THE TID FOR EXPENSES INCURRED BY THE TID) ACTUALLY COLLECTED BY THE TID FROM THE CITY HEREUNDER.

11. **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.

12. **Remedies.** Any disputes, controversies or claims arising under or relating to this Agreement or the breach, termination or invalidation thereof or the Services provided pursuant to this Agreement will, upon written notice, be referred to the City Manager and the Executive Director of the TID who will confer in good faith for a period of at least thirty (30) days to attempt to resolve the matter. If the City Manager and the Executive Director of the TID are unable to resolve the matter within this thirty-day period, each Party may take such actions permitted by law or this Agreement in order to resolve such dispute.

13. **Severability.** If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination 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.

14. **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.

15. **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 shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. The certifications in this Section 15 are given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

16. **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, 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. 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 WEST CARROLLTON, OHIO

By: _____

Name: Amber L. Holloway

Title: City Manager

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT**

By: _____
Vanessa Glotfelter, Executive Director

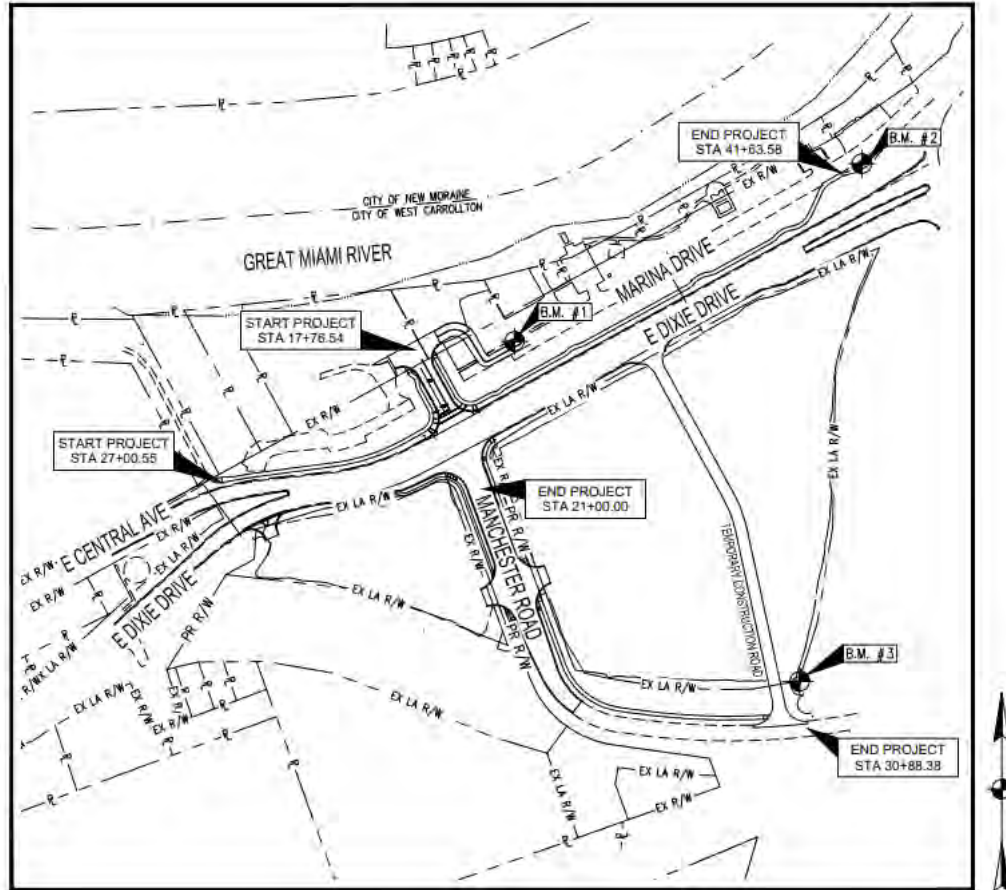
**CITY OF WEST CARROLLTON, OHIO
FISCAL OFFICER (Section 15 only)**

By: _____

Name: Julie Duffy, Finance Director

EXHIBIT A

Scope

WEST CARROLLTON RIVER DISTRICT ROADWAY IMPROVEMENTS PHASE II

MONTGOMERY COUNTY TID SCOPE: Roadway construction of approximately 0.04 miles of Manchester Road north of Dixie Drive through widening and adding curb & gutter. The project shall also include north of East Dixie Drive new sidewalk, traffic control signs, pavement markings, and construction of a new storm sewer. Additionally, new signalization will be provided at the intersection of E. Dixie Drive and Manchester Road, and a new sanitary pump station will be constructed north of E. Dixie and west of Manchester. MCTID will be responsible for project management, bidding, contract administration and item procurement.

EXHIBIT B

Budget

WEST CARROLLTON RIVER DISTRICT PHASE II PROJECT

SOURCES & USES

SOURCES	AMOUNT	
City of West Carrollton	\$ 1,334,110.00	
TOTAL	\$ 1,334,110.00	
USES	AMOUNT	
Construction	\$ 1,151,400.00	
Construction Inspection	\$ 0.00	Performed by City
Right of Way (ROW)	\$ 0.00	Estimated
Appraisal Costs	\$ 0.00	Estimated
ROW Legal Costs	\$ 0.00	Estimated
TID Management Fee	\$ 57,570.00	5% of construction
Third Party/Legal	\$ 10,000.00	Estimated
Contingencies	\$ 115,140.00	10% of construction
TOTAL	\$ 1,334,110.00	

EXHIBIT C

Schedule

Construction Bidding	-	August/September 2025*
Begin Construction	-	September/October 2025
Anticipated Completion Date	-	December 2026

*Sanitary Sewer Lift Station cannot be bid until after 07/01/2026

4730627.3

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT
RESOLUTION NUMBER 2025-55**

**RESOLUTION APPROVING A PROJECT MANAGEMENT & FINANCING AGREEMENT WITH THE
CITY OF UNION FOR THE 2025 UNION PAVING PROJECT**

WHEREAS, the Board of Trustees ("Board") of the Montgomery County Transportation Improvement District ("TID") by action of Resolution 2021-29, as amended by Resolution 2022-84, authorized the TID to enter into a 2021 Projects Agreement ("Projects Agreement") with the City of Union ("Union") for the development and construction of various roadway and related infrastructure improvement projects to support economic development within Union and provide for safe and efficient transportation in and near Union; and

WHEREAS, in order to obtain the best paving service commitments and pricing for all of the paving required for projects being constructed by the TID in connection with economic development in Union, the Union City Manager has requested that the TID assist Union with the 2025 Union Paving Project for paving multiple roadways and related public infrastructure within Union; and

WHEREAS, the Executive Director has agreed to add the 2025 Union Paving Project as an enumerated project under terms of the Projects Agreement and recommended that the TID enter into a Project Management & Financing Agreement ("PMFA") with Union to memorialize the respective duties and responsibilities of the parties for the 2025 Union Paving Project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that attached Project Management & Financing Agreement with the City of Union for the 2025 Union Paving Project be and is hereby approved.

BE IT FURTHER RESOLVED, by the Board, that the Executive Director be and is hereby authorized to negotiate and execute the agreement, incorporating changes that may be required in final negotiations with the City, provided that the Executive Director and the General Counsel determine that such changes 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, Secretary/Treasurer, Finance Director, TID's General Counsel, and the City of Union.

Adopted the 14th day of August, 2025.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

**2025 UNION PAVING
PROJECT MANAGEMENT AND FINANCING AGREEMENT**

THIS **2025 UNION PAVING PROJECT MANAGEMENT AND FINANCING AGREEMENT** (this "**Agreement**") is made and entered into as of this ____ day of _____ 2025 (the "**Effective Date**"), by and between the **CITY OF UNION, OHIO**, an Ohio municipal corporation (the "**City**") and the **MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT**, a transportation district and body corporate and politic duly organized and validly existing under the Constitution and the laws of the State of Ohio (the "**TID**"), and together with the City, the "**Parties**") under the following circumstances:

- A. The Parties entered into that certain 2021 Union Projects Agreement dated on or about May 10, 2021 (the "**Original Projects Agreement**"), which was subsequently amended by that certain First Amendment to 2021 Union Projects Agreement dated on or about November 16, 2022 (the "**First Amendment**"), and together with the Original Projects Agreement, the "**Projects Agreement**", whereby the Parties: (i) identified certain projects (the "**Projects**") for the construction and development of streets, highways, interchanges and other infrastructure improvements for areas within and adjacent to the City to encourage public and private development in the City, and to enhance the viability of development within the City generally; and (ii) set forth a framework for the joint planning, financing, construction, acquisition, improvement and implementation of such Projects;
- B. In addition to the Projects specifically identified in the Projects Agreement, the Projects Agreement provides that the City Manager and the Executive Director of the TID may revise the list of Projects by their mutual written agreement;
- C. By signing below, the City Manager and the Executive Director of the TID have so agreed to establish the repaving of certain roadways and related public infrastructure within the City as a Project for the purposes of the Projects Agreement (the "**2025 Paving Project**");
- D. The Projects Agreement provides that to the extent the Parties mutually desire to proceed to pursue a Project, the Parties will negotiate and enter into a Project Management and Financing Agreement to set forth their respective rights and obligations with respect to such Project (a "**PMFA**"); and
- E. The Parties desire to accomplish the 2025 Paving Project by entering into this Agreement as a PMFA pursuant to the Projects Agreement and to set forth in more detail each of their respective obligations with respect to the 2025 Paving Project, and therefore, the City, and the TID, acting pursuant to Resolution No. 2025-____ adopted by its Board of Trustees on _____, have each authorized the execution of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **The 2025 Paving Project Generally.** The Parties hereby agree to cooperate to accomplish the 2025 Paving Project as set forth in this Agreement. Subject to the terms and conditions of this Agreement, and based upon: (i) the powers of the TID pursuant to Chapter 5540 of the Revised Code; and (ii) the City's obligations in this Agreement, the TID will let, manage, supervise, and complete the 2025 Paving Project and enter into such contracts as necessary or helpful in fulfilling the TID's obligations under this Agreement. Throughout the 2025 Paving Project, the TID will cooperate with the City, respond to requests from the City and keep the City apprised of the TID's progress with respect to the 2025 Paving Project.

2. **Project Scope, Budget, and Schedule.**

A. The scope of the 2025 Paving Project (the “**Scope**”) and the budget for the 2025 Paving Project (the “**Budget**”) are set forth in Exhibit A attached hereto. The Parties acknowledge that they may further refine the Scope or add additional tasks to the Scope during the course of the development of the 2025 Paving Project. The TID will use reasonable commercial efforts to complete the 2025 Paving Project no later than December 31, 2025.

B. The City hereby grants the TID the right to retain a fee of \$15,000 as compensation for the TID’s services (the “**TID Management Fee**”). As a general matter, the City will be obligated to pay the TID the amounts in the Budget, whether via a borrowing or alternative source of funds, upon the receipt of an invoice from the TID from time to time. Notwithstanding anything in this Agreement to the contrary, the TID will not be obligated to provide for any products or services related to the 2025 Paving Project in excess of the funds actually received from the City by the TID, less the TID Management Fee.

C. The City will fulfill its payment obligations hereunder and as set forth in the Budget by timely paying the amounts of such obligations (including amounts related to any contingencies) to the TID, including any necessary advances with respect thereto (less fees payable to the TID). The TID will hold the funds it receives in a segregated fund for the benefit of the 2025 Paving Project (the “**Fund**”) and the TID will use the Fund solely to accomplish the 2025 Paving Project. Within forty five (45) days after the 2025 Paving Project is completed, the TID will deliver the balance of the Fund, if any, to the City.

3. **Contracting and Management Procedures.**

A. *Contracting.* The TID will enter into contracts or otherwise arrange for the provision of all products and services necessary to complete the 2025 Paving Project 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.

B. *Project Supervision.* All activities related to the 2025 Paving Project will be performed under the general supervision and direction of the TID and in co-ordination with the City. The TID, in co-ordination with the City, will provide inspection and monitoring activities sufficient to ensure compliance with the Scope, all written specifications for the 2025 Paving Project, and any Contracts.

C. *Contract Administration.* The TID, in co-ordination with the City, will administer all Contracts including monitoring the performance of all parties under the Contracts. The TID, in co-ordination with the City, will work to resolve any disputes, complaints or claims related to the Contracts. The TID will administer all change orders under any of the Contracts. The TID will maintain all required documentation for the Contracts including all change orders.

D. *Payments.* The TID will pay all third party invoices for services performed or goods supplied for the 2025 Paving Project so long as the services performed or goods provided pursuant to such invoice are satisfactory and such invoices are within the Budget. The TID will keep the City apprised of the progress of the 2025 Paving Project as compared to the Budget and will provide the City such supporting information as reasonably requested on a timely basis.

E. *Completion.* The TID, in co-ordination with the City, will conduct a final inspection of the 2025 Paving Project when the contractor indicates that the same has been substantially completed. The TID will determine the need for any corrective or additional work and create the punch list detailing the additional work. The TID will provide the punch list to the contractor (and any applicable subcontractors) in writing along with a specified time frame or specified date for completion of the prescribed work.

F. *Insurance.* The TID will obtain and maintain comprehensive general accident and public liability insurance with coverage limits in the minimum amounts as to death or bodily injury and as to property damage with respect to the 2025 Paving Project in amounts the TID will determine from time to time. The TID will provide to the City, upon request, certificates of insurance or other evidence reasonably satisfactory to the City that the insurance required hereunder has been obtained and in full force and effect.

4. **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 2025 Paving 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 schedule.

5. **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 Union, Ohio 118 North Main St. Union, Ohio 45322 Attention: City Manager
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If to the TID:	Montgomery County Transportation Improvement District 451 W. Third St., 10 th Floor Dayton, Ohio 45422 Attention: Executive Director
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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.

6. **Disclaimer of Warranties/Limitation of Liability.** **THE CITY AGREES THAT THE TID DOES NOT GUARANTEE OR WARRANT THE SERVICES OR THE COMPLETION OF THE 2025 PAVING PROJECT. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. THE TID DOES NOT MAKE, AND HEREBY DISCLAIMS ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN NO EVENT WILL THE 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 AND LOST PROFITS, 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.

7. **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 7 are given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

8. **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.

9. **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 hereto have executed this Agreement as of the Effective Date.

CITY OF UNION, OHIO

**CITY OF UNION FISCAL OFFICER
(SECTION 7 ONLY)**

John Applegate, City Manager

By: _____

**MONTGOMERY COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT**

Vanessa Glotfelter, Executive Director

Exhibit A

2025 PAVING PROJECT SCOPE AND BUDGET

<u>SOURCES</u>	<u>AMOUNT</u>
City of Union	\$1,665,000.00
TOTAL	\$1,665,000.00

<u>USES</u>	<u>AMOUNT</u>
Paving	\$1,600,000.00
TID Management Fee	\$15,000.00
TID Third Party Costs and Expenses	\$2,000.00
Contingency (3% of Paving)	\$48,000.00
TOTAL	\$1,665,000.00

4555962.1

MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

RESOLUTION NUMBER 2025-56

RESOLUTION APPROVING CONTRACT WITH WAGNER PAVING, INC. IN AN AMOUNT NOT TO EXCEED \$1,600,000 FOR PAVING CERTAIN ROADWAYS WITHIN THE CITY OF UNION IN 2025

WHEREAS, the Board of Trustees ("Board") of the Montgomery County Transportation Improvement District ("TID"), by action of Resolution 2025-55, approved a Project Management & Financing Agreement with the City of Union ("Union") for the 2025 Union Paving Project; and

WHEREAS, Wagner Paving, Inc. ("Wagner") has submitted a proposal for the paving services authorized under the terms of the 2025 Union Paving Project; and

WHEREAS, the Executive Director and the Union City Manager have reviewed the proposal, and the Executive Director has recommended that the attached construction agreement with Wagner Paving, Inc. be approved for the proposal amount of \$1,600,000.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached construction agreement with Wagner Paving, Inc. in an amount not to exceed \$1,600,000 for the 2025 Union Paving 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, incorporating such changes that may be required in final negotiations with Union and Wagner, provided that the Executive Director and the General Counsel determine that the changes 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, Finance Director, the General Counsel, the Secretary-Treasurer, City of Union, and Wagner Paving, Inc.

Adopted the 14th day of August, 2025.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

WAGNER PAVING, INC.
CONSTRUCTION AGREEMENT
2025 UNION PAVING PROJECT

THIS CONSTRUCTION AGREEMENT (the “**Agreement**”) is made the _____ day of _____, 2025 (the “**Effective Date**”), by and between **WAGNER PAVING, INC.** (the “**Contractor**”), and **MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT** (the “**District**”) on behalf of **CITY OF UNION** (the “**Local Government**”), under the following circumstances:

A. Contractor is qualified, experienced and willing to provide the Work (as defined in Article II of this Agreement), which relates to the **2025 UNION PAVING PROJECT** (the “**Project**”); and

B. The District desires to have Contractor perform the Work and Contractor desires to perform the Work as set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
The Contract Documents

1.1. For purposes of this Agreement, the “**Contract Documents**” consist of the following, all of which are as fully a part of the Agreement as if attached to this Agreement or repeated herein: (i) this Agreement; (ii) the drawings and specifications provided by the District to Contractor; (iii) the proposal attached hereto as **Exhibit A**, including without limitation all related specifications, affidavits and certificates; and (iv) any Change Orders (as defined in Section 6.1 below). In the event of a conflict between the terms or conditions contained in any of the Contract Documents, the parties hereby agree that the provision containing terms most favorable to the District will govern. In the event of a conflict between the terms contained in any of the Contract Documents and anything submitted to the District by Contractor as part of its bid submission, the parties hereby agree that the terms most favorable to the District will govern.

ARTICLE II
The Work

2.1. Contractor shall be responsible for causing all of the construction services to be performed as required of Contractor by the Contract Documents, or reasonably inferable from the Contract Documents as necessary to produce the results intended, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor’s obligations under the Contract Documents (the “**Work**”).

ARTICLE III
Contractor’s Duties and Status

3.1. Contractor represents, warrants and covenants with the District to furnish its best skill and judgment and the best skill and judgment of Contractor’s employees in performing the Work, and Contractor has the expertise and experience in performing the Work required hereunder.

In all stages of the Work, Contractor shall cooperate with the District, the Local Government, and each of their respective representatives.

3.2. Contractor represents, warrants and covenants that the Work will be performed and completed in a good and workmanlike manner, and in accordance with the Contract Documents, and Contractor warrants that the Work will be free from defects not inherent in the quality required or permitted by law or otherwise. Contractor agrees that all materials used in connection with the Work will be new and of the best quality of the kind specified unless otherwise approved in writing by the District. Contractor will supervise all Work, whether performed by Contractor or by subcontractors, and any work stoppage, delay, or other problem that arises will be immediately reported to the District.

3.3. Contractor shall be solely responsible to select, qualify, and contract with all subcontractors and suppliers for the Work and Contractor will be fully responsible for all work performed by or materials supplied by such subcontractors and suppliers. All labor shall be performed by workers skilled in their respective trades. Contractor shall only employ and permit the use of such labor as shall not result in jurisdictional disputes or strikes.

3.4. Contractor shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Agreement on account of sex, disability, marital status, age, race, religion, color, creed, national origin, veteran status or ancestry, nor shall Contractor or any subcontractor or any other person claiming under or through Contractor establish or permit any such practice or practices of discrimination or segregation in connection with the performance of this Agreement and Contractor's other obligations under this Agreement. In addition, Contractor will, and will cause its subcontractors to, use its best efforts to ensure that applicants for employment are considered for employment and that employees are treated during employment without regard to their sex, disability, marital status, age, race, religion, color, creed, national origin, veteran status or ancestry as required by applicable Laws (as defined in Section 3.14 below), and incorporate the requirements of this paragraph in all of the respective contracts and subcontracts for the Work; provided, however, that the foregoing shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

3.5. Contractor shall obtain all permits and licenses and pay all fees required by all Laws necessary to permit Contractor to lawfully perform and complete the Work.

3.6. Contractor shall provide and pay for all materials, tools, apparatus, construction equipment, and machinery and all utilities, transportation, and other facilities and service necessary for the proper and safe execution and completion of the Work.

3.7. Contractor agrees that all wages paid to laborers and mechanics employed in connection with the Work will be paid at not less than the required prevailing rates of wages for laborers and mechanics for each class of work called for by the Work, if any. The prevailing wages shall be determined and implemented in accordance with the requirements of Chapter 4115 of the Ohio Revised Code. Contractor further agrees that representatives of the District and the Local Government shall have access to the physical location in which Contractor is to perform the Work (the "**Project Site**"), Contractor's personnel, and all documents pertaining to the Work, in order to verify compliance with this Section 3.7.

3.8. Contractor shall at all times keep the Project Site free from any accumulation of rubbish, debris, and waste. Upon completion of the Work and prior to final payment by the District, Contractor shall thoroughly remedy any defects, and leave the Project Site in a clean and orderly condition.

3.9. Contractor shall permit all persons designated by the District and the Local Government to have complete access to the Project Site for all purposes, including but not limited to, inspecting the progress of the Work, and to determine, in general, if the work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with this Agreement. The District and the Local Government shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Visits by the District and the Local Government shall not be construed to create an obligation on the part of the District or the Local Government to make on-site inspections to check the quantity or quality of the Work. Neither the District nor the Local Government shall have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

3.10. Contractor shall be responsible for all necessary safety precautions and programs in connection with the Work, including but not limited to providing whatever protection may be necessary to prevent injury to any persons, whether employees or business invitees of the Local Government, the District, or Contractor (including any subcontractor) or other persons, or loss or damage to property of the Local Government, the District, or other persons, including all materials and equipment to be incorporated into the Work, if any.

3.11. Contractor shall procure and maintain, at all times during the term of this Agreement, at its own cost and expense, the insurance coverage and limits set forth in Schedule 3.11. All such insurance shall be placed with insurance carriers licensed to do business in Ohio. Contractor hereby waives any rights of recovery for bodily injury or property damage it may otherwise have had against the District or the Local Government, but only to the extent such loss or damage is covered by the insurance required to be carried by Contractor hereunder (Ohio workers' compensation excepted). Contractor shall ensure its insurers will honor this waiver and shall have such policies endorsed with a waiver of subrogation for the benefit of all such parties.

3.12. Contractor will provide and/or assign to the District, or at the request of the District to the Local Government, all guaranties and warranties applicable to any Work performed or supplies or equipment from subcontractors or material suppliers given to Contractor with regard to the Work.

3.13. Contractor agrees to cooperate with, and keep informed, the District at all times. Contractor agrees that the District shall be the primary point of contact for the Local Government, and all inquiries shall be directed to the District.

3.14. Contractor represents, warrants, and covenants that the Work will be performed in accordance with all applicable federal, state, county, or local laws, codes, ordinances, regulations, and rules (collectively, "Laws").

3.15. Upon completion of the Work, Contractor shall provide the District as-built drawings of all completed Work.

3.16. To guarantee the faithful performance of its obligations under this Agreement, Contractor will, within five (5) business days after the execution of this Agreement by both parties, post a performance and maintenance security in the form of a surety bond(s) in an amount equivalent to one hundred percent (100%) of the Contract Price, which must be callable on demand and issued in the form, substance, and by a surety/insurance company acceptable to the District.

3.17. Contractor represents, warrants, and covenants with the District that Contractor is not in violation of or in conflict with any provisions of the Laws applicable to it that would impair its ability to carry out its obligations contained in this Agreement.

3.18. Contractor represents, warrants, and covenants with the District that Contractor is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. That execution, delivery and performance does not and will not violate or conflict with any provision of Law applicable to Contractor and does not and will not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound.

3.19. Contractor represents, warrants, and covenants with the District that this Agreement has, by proper action, been duly authorized, executed and delivered by Contractor and all steps necessary to be taken by Contractor have been taken to constitute this Agreement, and its covenants and agreements contemplated herein, as its valid and binding obligations, enforceable in accordance with their terms.

3.20. Contractor represents, warrants, and covenants with the District that there is no litigation pending or threatened against or by Contractor wherein an unfavorable ruling or decision would materially adversely affect its ability to carry out its obligations under this Agreement.

ARTICLE IV

Time of Commencement and Completion

4.1. Contractor shall commence the Work on or before SEPTEMBER 15, 2025. Notwithstanding anything in the Contract Documents to the contrary, Contractor shall achieve Substantial Completion of the Work on or before DECEMBER 31, 2025 (the “**Substantial Completion Date**”). For the purposes of this Agreement, “**Substantial Completion**” means Contractor has completed the Work in accordance with the Contract Documents (except for minor punch list items to be completed), and the Work is sufficiently complete so that the Project Site can be utilized for its intended use.

4.2. Contractor shall perform all portions of the Work with all due diligence and at such a pace necessary to achieve Substantial Completion by the Substantial Completion Date. If at any point the District determines in its sole discretion that Contractor likely will not complete the Work by the Substantial Completion Date, the District may: (a) immediately terminate this Agreement upon written notice to Contractor without any further obligation to Contractor other than to pay for all proper Work completed by Contractor prior to such termination, and (b) secure a third party to complete the Work (the “**Third Party Completion Services**”). The District may offset any amounts expended on Third Party Completion Services from any amounts due or owing to Contractor under this Agreement (the “**Offset Amounts**”), and Contractor shall pay to the District all Excess Costs incurred by the District, if any. For the purposes of this Agreement, “**Excess Costs**” means the amount by which all costs and expenses incurred by the District in securing the

Third Party Completion Services exceed the Contract Price (as defined in Section 5.1 below) minus the Offset Amounts and all amounts paid by the District to Contractor prior to the termination of this Agreement by the District in accordance with this Section 4.2. The rights of the District set forth in this Section 4.2 shall be hereinafter referred to as the “**District Termination Rights**.”

4.3. In the event Contractor has not achieved Substantial Completion by the Substantial Completion Date (other than a result of Force Majeure), the District may elect, upon written notice to Contractor, and in lieu of exercising the District Termination Rights, to require Contractor to pay the District \$500 for each day past the Substantial Completion Date Contractor fails to achieve Substantial Completion, which amount shall increase to \$1,000 per day beginning on the date that is thirty (30) days past the Substantial Completion Date (the “**Liquidated Damages**”). Contractor shall pay the full amount of the Liquidated Damages to the District upon receipt of an invoice from the District regarding the same, and the Liquidated Damages are not subject to setoff, deduction, or counterclaim of any kind. The District will have the right to offset any amounts otherwise owing to Contractor by the amount of the Liquidated Damages. Contractor hereby agrees that the damages the District would suffer in the event Contractor fails to achieve Substantial Completion by the Substantial Completion Date would be difficult or impossible to ascertain, and that the Liquidated Damages represent a good faith estimate of such damages. Contractor further agrees that the Liquidated Damages constitute a reasonable sum considering all circumstances existing as of the Effective Date.

4.4. Contractor agrees that time shall be of the essence of this Agreement, and any failure by Contractor to prosecute the Work with all due diligence and at such a pace that Substantial Completion will be achieved by the Substantial Completion Date, shall be deemed a material breach by Contractor of this Agreement. Notwithstanding anything in this Agreement to the contrary, if at any time the District determines in its sole discretion that the Work is being improperly performed, and upon written notice from the District, Contractor fails to remedy such improperly performed Work, the District may place upon the Project Site tools, labor, equipment, and materials necessary to complete the Work, and Contractor shall reimburse the District for all costs incurred by the District in connection with the foregoing. The remedies set forth in this Article IV shall be in addition to, and not in lieu of, any other remedies available to the District at law or in equity.

4.5. The Substantial Completion Date shall not be modified unless such modification is the result of: (a) changes initiated by the District, provided the District has approved in writing any extension of such Substantial Completion Date caused by the changes initiated by the District, or (b) Force Majeure conditions, as set forth in Section 4.7. Contractor shall immediately provide written notice to the District if Contractor becomes aware of an event beyond Contractor’s control that might cause a delay. Notwithstanding any other provision of this Section 4.5, even though the performance of Contractor is delayed by an event or occurrence beyond the control of Contractor, Contractor hereby agrees to use its best efforts to secure, at its sole expense, alternate sources of services, equipment, or materials, if available. To the extent that Contractor fails to secure available alternate sources of services, equipment, or materials, the District is entitled to secure such alternate sources and offset any amounts expended on such alternate sources from amounts due or owing to Contractor under this Agreement. Contractor shall not be paid any additional compensation by the District due to an event or occurrence of the type described in this Section 4.5.

4.6. Upon written notice to Contractor, the District may assign this Agreement and/or the right to exercise the District's remedies under this Agreement, including, but not limited to, the right to liquidated damages and the right to secure Third Party Completion Services, to the Local Government or any other third party.

4.7. Notwithstanding anything in the Contract Documents to the contrary, neither party shall be liable for any delays in performance due to civil unrest, war or other declared national or state emergency; adverse, unseasonable winter conditions which prevent the party required to perform an activity from performing such activity; fire or other casualty; unavailability of necessary materials; and any other unforeseeable, extraordinary events or circumstances that are beyond the control of the party required to perform and that actually prevent such performance ("**Force Majeure**"). Force Majeure does not include any of the following: (i) the shortage or unavailability of funds; (ii) delays in the issuance of governmental permits, licenses or approvals required for the Work; (iii) unavailability of utilities due to delays in the issuance of permits, licenses or approvals necessary to initiate service, (iv) labor disputes; or (v) delays caused by surface and subsurface conditions at the Project Site which are known to Contractor as of the Effective Date. Contractor will give the District notice of the initial occurrence of any individual event of Force Majeure which may materially impact the fulfillment of its obligations under this Agreement. Notwithstanding anything in the Contract Documents to the contrary, in the event the District determines, in its sole discretion, that Contractor likely will not achieve Substantial Completion of the Work by the Substantial Completion Date as a result of Force Majeure, the District may immediately terminate this Agreement and secure Third Party Completion Services, and the District will not be obligated to pay Contractor for any portions of the Work not completed by Contractor prior to the effective date of such termination (a "**Force Majeure Termination**").

ARTICLE V

Stipulated Sum Contract Price

5.1. Notwithstanding anything in the other Contract Documents to the contrary, the District shall pay to Contractor a total of **\$1,600,000.00** for all Work to be performed under this Agreement (the "**Contract Price**"). The Contract Price includes the entire cost of the Work, including but not limited to all sales, consumer use, or similar taxes, payroll taxes, unemployment taxes and similar contributions, all other taxes and contributions required to be paid by all Laws relating to or affecting the Work, and any overhead or profit to Contractor for performance of the Work. The sum of the cost of the Work is guaranteed by Contractor not to exceed the Contract Price, subject to additions and deductions pursuant to any Change Orders. Any costs that would cause the Contract Price to be exceeded shall be paid by Contractor without reimbursement by the District. The Contract Price will be payable in accordance with Articles VII and VIII.

5.2. Contractor acknowledges that Contractor has visited and inspected the Project Site and is familiar with all aspects of the Project Site. If conditions are encountered at the Project Site which are (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents; or (b) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the Contractor shall remain obligated to perform the Work at no increase in the Contract Price.

ARTICLE VI

Changes in the Work

6.1. The District shall have the right to request changes in the Work. Any changes in the Work, or any amendments or modifications of the Contract Documents, including without limitation amendments or modifications to the scope of work, shall be effective only if contained in a change order signed by both parties, which provides for (a) the adjustment, if any, in the Contract Price resulting from the change in the Work, and (b) the extension, if any, of the Substantial Completion Date (a “**Change Order**”).

ARTICLE VII

Progress Payments

7.1. Payments of the Contract Price shall be made by the District to Contractor according to the following procedure: On or before the last day of each month in which Work is completed, Contractor shall submit to the District an application for payment. The application will include a detailed invoice, based upon the portion of the Work completed during such month in accordance with the Contract Documents. Within thirty (30) working days after the last day of the month in which the application is received, the District shall pay directly to Contractor the appropriate amount for which the request for payment is made.

ARTICLE VIII

Final Payment to Contractor

8.1. Final payment of the Contract Price shall be due and payable after all the Work is completed in accordance with the Contract Documents.

8.2. Contractor shall promptly correct all Work rejected by the District as being defective or nonconforming. If the District elects in writing to accept any defective or non-conforming Work, it may do so instead of requiring correction thereof, in which case the amount to be paid hereunder will be appropriately reduced to reflect such defective or non-conforming Work, in the District’s reasonable discretion.

8.3. Acceptance by Contractor of final payment shall constitute a general release by Contractor of the District and the Local Government and a waiver of all claims of Contractor for all things done and furnished in connection with the Work under this Agreement or otherwise and of any act of omission or neglect of the District, the Local Government, and their respective employees, agents, and contractors affecting, relating to, or arising out of the Work or this Agreement. No payment, final or otherwise, shall operate to release Contractor from any of its obligations under this Agreement, including, but not limited to, responsibility for defects in materials and workmanship.

8.4. The District may withhold payment to Contractor, in whole or in part, to such extent as may be necessary, in the District’s sole discretion, to protect the District or the Local Government from any loss, liability, or expense, including but not limited to those arising from (a)

defective or non-conforming Work not remedied; (b) claims or liens filed or reasonable evidence indicating the probable filing of claims or liens; (c) failure of Contractor to make payments properly to subcontractors or for materials or labor; (d) a reasonable doubt that the Work can be completed for the balance of the Contract Price then unpaid or by the Substantial Completion Date; (e) damage to another contractor; (f) failure of Contractor or any subcontractor or materialman to deliver to the District a Contractor's or subcontractor's lien waiver applicable to the Work for which such waiver should have been issued; and (g) failure of Contractor to observe or perform any of the terms, covenants, or conditions of this Agreement.

ARTICLE IX

Miscellaneous Provisions

9.1. This Agreement will be effective on the Effective Date and will continue until the Work has been completed and final payment has been made to Contractor or otherwise until this Agreement is terminated in accordance with its terms.

9.2. The Contract Documents are defined in Article I and, together with any document referenced herein or attached hereto, constitute the entire agreement between the District and Contractor, except for Change Orders issued after the execution of this Agreement.

9.3. Any warranties associated with any items installed as part of the Work will run to the District and the Local Government and all documentation associated with any such warranties shall be given to the District upon completion of the Work. The District may assign such warranties.

9.4. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, association or joint venture with Contractor in the conduct of the provisions of this Agreement. Contractor shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the District. Contractor shall be solely responsible for the compliance with all applicable Laws with respect to Contractor and its employees and contractors. Any and all payroll taxes, social security benefits, insurance requirements, or employment benefits of any kind whatsoever of Contractor or its employees shall be borne exclusively by Contractor and not the District.

9.5. All representations, warranties, covenants, agreements and obligations of the District under this Agreement will be effective to the extent permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations will be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of the District in other than his or her official capacity. No official or employee of the District will be personally liable to Contractor, or to any successor in interest, in the event of any default or breach by the District or for any amount which may become due to Contractor or any successor to Contractor or on any obligations under the terms and conditions of this Agreement.

9.6. If any part of this Agreement is held by a court of law to be void, illegal or unenforceable, such part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect and interpreted to the extent legally possible to effectuate the intentions of the parties.

9.7. Contractor shall not assign this Agreement without the prior written consent of the District, which consent may be withheld by the District for any reason or for no reason. The District may freely assign or subcontract all or any part of its rights, duties, or obligations under this Agreement, without the consent of Contractor.

9.8. This Agreement shall be governed by the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the District, its agents and employees, and Contractor, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Montgomery County, Ohio.

9.9. 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.

9.10. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other party will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty to be observed by the other party. No waiver will be effective unless provided in writing and signed by the party against whom it is sought to be enforced. The headings contained in this Agreement were included only for convenience or reference. All rights and remedies are non-exclusive.

9.11. No party shall be deemed to be the draftsman of this Agreement, and it shall not be interpreted or construed in favor of or against any party.

9.12. Notwithstanding anything in this Agreement to the contrary, Sections 1.1, 4.2, 4.3, 4.4, 4.6, 4.7, 5.2, 8.2, 8.3, 8.4, and Articles III, IX, X, and XI will survive the expiration or termination of this Agreement.

9.13. All notices given by the parties hereunder will be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their address below or at such other addresses as either Party may designate by notice to other Party given in the manner prescribed herein. Notices will be deemed given on the date of receipt.

If to Contractor:

Wagner Paving, Inc.
2. North Main Street
Laura, Ohio 45337
Attention: President

If to the District:

Montgomery County Transportation
Improvement District
451 West Third Street, 10th Floor
Fifth and Main Streets
Dayton, Ohio 45422
Attention: Executive Director

With a Copy to:

Sebaly Shillito + Dyer
 A Legal Professional Association
 Attn: General Counsel for the Montgomery County
 Transportation Improvement District
 1900 Kettering Tower
 40 North Main Street
 Dayton, Ohio 45423

**ARTICLE X
 Indemnification**

10.1. Contractor hereby agrees to assume all risk of injuries to property or persons, including death resulting therefrom, arising from the performance of the Work under this Agreement, or in connection therewith, or appertaining thereto, sustained by Contractor, the employees of Contractor, the employees of the District and/or any other person. Contractor does hereby agree to protect, indemnify, and hold harmless the Local Government, the District, any property owner or lessee of property adjacent to the Project Site, public utilities, and any private entity providing financing for the Project, including the officers, elected officials, shareholders, managers, trustees, directors, agents, consultants, representatives, employees, administrators, successors and assigns of each of the foregoing, against any and all actions, causes of action, obligations, penalties, injuries, claims, damages, losses, costs, fees, expenses (including without limitation reasonable attorneys' fees and expenses), demands or liabilities related to or arising from: (a) the performance or nonperformance of the Work; (b) breach of this Agreement by Contractor; (c) death, personal injuries or property damage arising from the performance of the Work under this Agreement by any person as aforesaid for any cause whatsoever, not including, however, any act of negligence, willful misconduct or omission by any such indemnified party; (d) any mechanic's or materialmen's liens or the rights thereto which may be levied against the Project Site due to the Work; or (e) any act of negligence, willful misconduct or omission by Contractor, its employees, agents or subcontractors. In addition, Contractor shall pay all expenses which such indemnified party may incur in the investigation and/or defense of any such claim, including counsel fees and court costs.

10.2. IN NO EVENT SHALL THE LOCAL GOVERNMENT OR THE DISTRICT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DELAY DAMAGES, LOST OPPORTUNITY DAMAGES, OR LOST PROFITS INCURRED BY CONTRACTOR AND/OR ITS AFFILIATES, SUBCONTRACTORS, AGENTS, OR EMPLOYEES IN CONNECTION WITH THIS AGREEMENT.

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

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the Effective Date.

CONTRACTOR:

WAGNER PAVING, INC.

THE DISTRICT:

**MONTGOMERY COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT**

By: _____

Title: _____

Date: _____

By: _____
Vanessa A. Glotfelter, Executive Director

2226269.1

Exhibit A

Proposal

Wagner Paving is authorized for a budget not to exceed \$1,600,000.00.

Schedule 3.11**Insurance Requirements**

Workers' Compensation Insurance - In accordance with Ohio law.

Comprehensive General Liability Insurance with minimum coverage of \$2,000,000 per occurrence.

Contractor's Protective Contingent Liability Insurance with minimum coverage of \$2,000,000 per occurrence (to the extent not covered under the Comprehensive General Liability Insurance policy).

Property Damages Insurance with minimum coverage of \$2,000,000 per occurrence (to the extent not covered under the Comprehensive General Liability Insurance policy).

The policies shall name all subcontractors, the Local Government, Montgomery County, Ohio, the Montgomery County, Ohio Board of County Commissioners, the District, and the District's assignees of the Agreement as additional insureds with primary noncontributory coverage for liability arising out of Contractor's operations. Contractor shall keep this policy in place for no less than five (5) years after substantial completion of the Work.

Certificates of insurance acceptable to the District shall be filed with the District prior to commencement of the Work. These certificates and the insurance policies required by this Schedule 3.11 shall contain a waiver of subrogation as required herein and a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the District and the Local Government. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as set forth in Article VIII.