

BOARD OF TRUSTEES MEETING

THURSDAY – OCTOBER 9, 2025 - 8:30 A.M. MONTGOMERY COUNTY ADMINISTRATION BUILDING 10^{TH} FLOOR MEETING ROOM - 1002

BUSINESS ME	ETING		<u>Ркт</u> <u>Рс</u>
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Resolution	2025-67	Double Jay Construction Change Orders	48
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Resolution	2025-68	Wagner Paving Change Order	52
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PUBLIC COMMENT

EXECUTIVE SESSION

ADJOURN

NEXT MEETING

Thursday, November 13, 2025 @ 9:30 A.M. Montgomery County Administration Building 10th Floor Meeting Room - 1002

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MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

RESOLUTION NUMBER 2025-63

RESOLUTION APPROVING THE MINUTES OF THE REGULAR BOARD MEETING OF SEPTEMBER 11, 2025 OF THE MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT BOARD OF TRUSTEES

WHEREAS, the Board of Trustees ("Board") of the Montgomery County Transportation Improvement District ("TID") has reviewed the minutes of the September 11, 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 September 11, 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.

Chairperson, Montgomery County Transportation Improvement District				
Attest:				
	Secretary/Treasurer			

Adopted the 9th day of October, 2025.



MINUTES OF THE SEPTEMBER 11, 2025 BOARD MEETING

The two hundred and ninety-fifth meeting of the Montgomery County Transportation Improvement District ("TID") Board of Trustees ("Board") convened in Room 1002 on the 10th Floor of the Montgomery County Administration Building in Dayton, Ohio on September 11, 2025.

Mr. Hibner called the meeting to order at 9:34 AM.

VOTING BOARD

Walt Hibner Stephanie Keinath

Dave Bills April Hauser

EXCUSED ABSENCE

Rob Beeler

STAFF

Vanessa Glotfelter, Executive Director

Sam Morton, Project Director

Veronica Hull, Administrative/Operations Mgr.

Mike Eddy, Project Manager Sean Fraunfelter, Finance Director

Nick Endsley, General Counsel

OTHERS IN ATTENDANCE

Chris Williams, Montgomery Co. Assistant Admin. Kyle Tansy, UES

Tawana Jones, Montgomery Co. Econ. Dev.

Andrea Stevenson, DLZ Emily Bradford, Montgomery Co. Econ. Dev.

Dan Hoying, LJB, Inc.

Craig Eley, Choice One Engineering

Business Meeting

■ Board Appointment of Secretary/Treasurer (Resolution 2025-57)

Mr. Hibner referred the Board to Resolution 2025-57 approving the appointment of Rob Beeler as Secretary/Treasurer of the TID Board of Trustees for the remainder of 2025, included in the Board Packet.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-57, approving the appointment of Rob Beeler to the position of Secretary/Treasurer of the TID Board of Trustees for the remainder of 2025, as presented, was moved by Ms. Keinath, seconded by Mr. Bills, and unanimously approved.

■ Minutes of August 14, 2025 (Resolution 2025-58)

Mr. Hibner referred the Board to Resolution 2025-58 and the minutes of August 14, 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 2025-58, approving the minutes of August 14, 2025, as presented, was moved by Mr. Bills, seconded by Ms. Keinath, and unanimously approved.

■ Audit Update

Mr. Fraunfelter provided a brief update on the status of the 2024 annual audit, reporting that the audit has been completed and is expected to be released by the end of September.

■ Financial Report: August 2025 {Resolution 2025-59}

Mr. Hibner referred the Board to Resolution 2025-59 and the Financial Reports for August 2025, copies of which were included in the Board Packet.

Mr. Fraunfelter highlighted items from the August 2025 Financial Reports:

- 1) Austin Road Fund (#702) Packet Page 11: \$73,293.58 received from the City of Miamisburg, with a corresponding principal and interest expenditure for the State Infrastructure Bank ("SIB") Loan debt service for the Lower Miamisburg Road Project.
- 2) I-70/75 Development Fund (#707) Packet Pages 21-22:
 - a. \$233,103.05 received from Butler Township for the Benchwood Station Improvement Project, with a matching construction expenditure.
 - b. \$27,538.10 received from the Jobs & Commerce Grant for the City of Union's Peters Pike/Lightner Road Improvement Project.
 - c. \$14,626.20 received from the City of Vandalia for its portion of the SIB Loan debt service payment for the 70/75 Airport Logistics Access (US-40) Project.
- 3) Miamisburg Downtown Projects Fund (#712) Packet Page 38: \$1,014,494.39 received from the City of Miamisburg for the Sycamore Trails Project, with a corresponding construction expenditure.
- 4) Riverside Fund (#715) Packet Page 39: \$74,195.66 was the final invoice paid to Woolpert for the Woodman Phase 4 Project; reimbursement from the City of Riverside was received on September 2, 2025.
- 5) Bank Reconciliation Summary Packet Page 40: Reported an unrestricted cash balance of \$1,614,268.09 as of August 31, 2025.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-59, approving the August 2025 Financial Reports, as presented, was moved by Ms. Keinath, seconded by Ms. Hauser, and unanimously approved.

■ Bills & Expenses: August 2025 {Resolution 2025-60}

Mr. Hibner referred the Board to Resolution 2025-60 and the summary of bills and expenses for August 2025, copies of which were included in the Board Packet.

Ms. Glotfelter highlighted expenditures from August 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 2025-60, approving the payment of bills and expenses for August 2025, as presented, was moved by Mr. Bills, seconded by Ms. Keinath, and unanimously approved.

■ West Carrollton Fund 717 {Resolution 2025-61}

Mr. Hibner referred the Board to Resolution 2025-61 for the creation of Fund 717 for the West Carrollton Project Fund, included in the Board Packet.

Mr. Fraunfelter explained that the TID's accounting system is based on fund accounting, which occasionally requires the establishment of a new fund when partnering with a local government for the first time.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-61, approving the creation of the West Carrollton Project Fund (Fund 717), as presented, was moved by Ms. Hauser, seconded by Mr. Bills, and unanimously approved.

Sycamore Trails Project

■ Double Jay Construction Change Orders {Resolution 2025-62}

Mr. Hibner referred the Board to Resolution 2025-62, approving Double Jay Construction Change Orders #16 through #18 for the Sycamore Trails Project, copies of which were included in the Board Packet.

Mr. Eddy provided a brief overview of the proposed change orders, noting that the City of Miamisburg had reviewed and approved the changes and recommended Board approval.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-62, approving Change Order #16, #17, and #18 in the amount of \$92,035.41, for a total contract increase amount not to exceed \$8,134,150.11 with Double Jay Construction for the Sycamore Trails Project, as presented, was moved by Ms. Keinath, seconded by Mr. Bills, 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, October 9, 2025, at 8:30 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 those projects.

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

The Board recessed to executive session at 9:52 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.					
	10/09/2025				
Robert Beeler, Secretary-Treasurer	Date				

MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

RESOLUTION NUMBER 2025-64

RESOLUTION APPROVING SEPTEMBER 2025 FINANCIAL REPORTS

WHEREAS, the Finance Director of the Montgomery County Transportation Improvement District ("TID") presented reports concerning the financial condition of the TID through September 30, 2025 to the Board of Trustees of the TID during the Board's meeting on October 9, 2025; and

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

BE IT THEREFORE RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached TID's financial reports through September 30, 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.

Chairpe	erson, Montgomery County Transportation Improvement District	
Attest:		
	Secretary/Treasurer	

Adopted the 9th day of October, 2025.

700 - Operating Fund

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					(13 1)
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	14,419.17	108,224.23	122,643.40	22,643.40
4600.000.00 Charges For Service	116,000	0.00	0.00	0.00	(116,000.00)
4600.023.00 Church Connector	0	0.00	25,000.00	25,000.00	25,000.00
4600.024.00 Union Development Fee	0	4,000.00	32,000.00	36,000.00	36,000.00
4600.042.00 Union Paving	0	15,000.00	0.00	15,000.00	15,000.00
4600.043.00 Sycamore Trails 4600.045.00 Martindale Phase 2	184,000 0	309,000.00 0.00	0.00 25.000.00	309,000.00 25,000.00	125,000.00 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	50,000.00	50,000.00	50,000.00
4910.000.00 Reimbursments	Ö	8.93	0.00	8.93	8.93
Total Revenues	700,000	342,428.10	570,224.23	912,652.33	212,652.33
Expenditures (All non-capitalized costs)					
7110.010.00 Wages	450,000	33,302.08	257,666.64	290,968.72	159,031.28
7110.030.00 Bonuses	0	0.00	61,300.00	61,300.00	(61,300.00)
7120.000.00 PERS	55,000	4,662.29	38,038.86	42,701.15	12,298.85
7130.000.00 Workers Compensation	5,500	889.14	3,473.99	4,363.13	1,136.87
7140.000.00 Medicare	6,000	460.63	4,470.52	4,931.15	1,068.85
7150.000.00 Health Insurance	95,000	7,689.00	60,474.00	68,163.00	26,837.00
7151.000.00 Dental Insurance	0 8,000	283.56 337.03	2,268.48 2,696.24	2,552.04 3,033.27	(2,552.04) 4,966.73
7160.000.00 Disability Insurance 7170.000.00 Holding Account	0,000	(100.00)	400.00	300.00	(300.00)
7310.000.00 Contract Services	15,000	0.00	0.00	0.00	15,000.00
7310.021.00 Contract Services - Eddy	50,000	400.00	9,650.00	10,050.00	39,950.00
(Unallocated)	,		-,	,	,
7310.022.00 Contract Services - Eddy	0	1,150.00	10,900.00	12,050.00	(12,050.00)
(Miamisburg)	_				
7310.024.00 Contract Services - Eddy (Miami	0	100.00	0.00	100.00	(100.00)
Twp) 7311.000.00 Internet	8,500	0.00	10.00	10.00	8,490.00
7311.000.00 Internet 7312.000.00 Audit & Accounting	43,000	1,843.50	27,943.25	29,786.75	13,213.25
7312.001.00 Payroll Processing Charges	3,500	98.66	850.43	949.09	2,550.91
7315.000.00 Internet Service	0	582.00	4,605.42	5,187.42	(5,187.42)
7320.000.00 Legal Expenses	50,000	0.00	11,000.40	11,000.40	38,999.60
7320.005.00 Legal Expenses-West Carrollton	0	(999.35)	999.35	0.00	0.00
7330.007.00 Web Page Expenses	3,500	0.00	0.00	0.00	3,500.00
7330.014.00 Public Relations	8,500	0.00	12,273.00	12,273.00	(3,773.00)
7510.000.00 Office Supplies	3,000	119.00	1,566.33	1,685.33	1,314.67
7510.003.00 Celluar Phone	0	300.00	2,400.00	2,700.00	(2,700.00)
7510.006.00 Postage	3,000	5.80	1,736.97	1,742.77	1,257.23
7510.010.00 Dues & Subscriptions 7510.011.00 Conference Room Rental	25,000 0	2,858.00 500.00	15,217.55	18,075.55	6,924.45
7510.012.00 Office Rent	9,000	0.00	4,267.56 0.00	4,767.56 0.00	(4,767.56) 9,000.00
7510.012.00 Office Refit 7510.015.00 Accounting System Supplies	9,000	0.00	141.28	141.28	(141.28)
7510.020.00 Miscellaneous Supplies	5,500	275.99	2,019.55	2,295.54	3,204.46
7520.000.00 Travel	20,000	769.59	1,488.25	2,257.84	17,742.16
7520.020.00 Milage Reimbursment	0	776.70	5,503.00	6,279.70	(6,279.70)
7520.021.00 Other transportation costs	0	0.00	206.64	206.64	(206.64)
7520.030.00 Meals	0	538.24	2,282.68	2,820.92	(2,820.92)
7520.035.00 Parking	0	0.00	2,418.49	2,418.49	(2,418.49)
7530.000.00 Miscellaneous Supplies	0	0.00	253.09	253.09	(253.09)
7920.000.00 Bank Service Charges	2,000	156.29	2,095.18	2,251.47	(251.47)
7930.000.00 Insurance	35,000	34,909.00	0.00	34,909.00	91.00
8110.000.00 Computers 8300.000.00 Other	5,000	0.00	0.00	0.00	5,000.00
osuu.uuu.uu Otnei	25,000	0.00	0.00	0.00	25,000.00
Total Expenditures	934,000	91,907.15	550,617.15	642,524.30	291,475.70
Excess Revenue Over (Under) Expenditures	(234,000)	250,520.95	19,607.08	270,128.03	504,128.03
10/04/2025 of 14:22 AM	(204,000)				

702 - Austin Road

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.020.24 Township	56,910	28,452.92	28,454.92	56,907.84	(2.16)
4100.020.37 Township	47,000	0.00	10,451.20	10,451.20	(36,548.80)
4100.021.08 Township Phase 2	808,806	0.00	119,403.13	119,403.13	(689,402.87)
4111.004.13 Church Connector Federal	549,377	20,271.21	192,877.35	213,148.56	(336,228.44)
Earmark					
4132.000.13 City of Miamisburg	107,600	0.00	8,602.47	8,602.47	(98,997.53)
4132.000.30 City of Miamisburg	146,587	0.00	146,587.16	146,587.16	0.16
4132.000.42 City of Miamisburg	66,568	0.00	43,920.20	43,920.20	(22,647.80)
Total Revenues	1,782,848	48,724.13	550,296.43	599,020.56	(1,183,827.44)
Expenditures (All non-capitalized costs)					
5110.000.13 Acquisition Church Connector	0	6,760.00	0.00	6,760.00	(6,760.00)
5110.000.37 Acquisition - Austin East	12,000	0.00	0.00	0.00	12,000.00
5310.000.13 Engineering Services-Church	626,977	15,534.81	200,706.53	216,241.34	410,735.66
Connector					
5310.000.37 Engineering services-Austin East	0	1,515.00	0.00	1,515.00	(1,515.00)
5320.000.13 Project Management - Church	25,000	0.00	0.00	0.00	25,000.00
Connector					
5320.000.37 Project Management - Austin East	25,000	0.00	0.00	0.00	25,000.00
5330.000.13 Right Of Way-Church Conn	0	0.00	1,690.00	1,690.00	(1,690.00)
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	76,944.25	76,944.25	40,548.75
6310.000.37 Legal-Austin East	10,000	0.00	3,815.70	3,815.70	6,184.30
6310.001.13 Misc legal exp - Church Conn	5,000	0.00	0.00	0.00	5,000.00
8400.000.42 Return of Advanced Funds	0	19,668.46	0.00	19,668.46	(19,668.46)
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	125,403.42	125,403.42	0.58
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	21,183.74	21,183.74	0.26
8630.001.08 Debt Service-Interest Ph2	238,806	0.00	119,403.13	119,403.13	119,402.87
Total Expenditures	1,836,254	43,478.27	579,102.62	622,580.89	1,213,673.11
Excess Revenue Over (Under) Expenditures	(53,406)	5,245.86	(28,806.19)	(23,560.33)	29,845.67

08 - Austin Landing

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.021.08 Township Phase 2	808,806	0.00	119,403.13	119,403.13	(689,402.87)
Total Revenues	808,806	0.00	119,403.13	119,403.13	(689,402.87)
Expenditures (All non-capitalized costs)					
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	119,403.13	119,403.13	119,402.87
Total Expenditures	808,806	0.00	119,403.13	119,403.13	689,402.87
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

13 - Church Connector Road

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4111.004.13 Church Connector Federal	549,377	20,271.21	192,877.35	213,148.56	(336,228.44)
Earmark 4132.000.13 City of Miamisburg	107,600	0.00	8,602.47	8,602.47	(98,997.53)
Total Revenues	656,977	20,271.21	201,479.82	221,751.03	(435,225.97)
Expenditures (All non-capitalized costs)	000,077	20,271.21	201,470.02	221,701.00	(400,220.01)
5110.000.13 Acquisition Church Connector	0	6,760.00	0.00	6,760.00	(6,760.00)
5310.000.13 Engineering Services-Church	626,977	15,534.81	200,706.53	216,241.34	410,735.66
Connector					
5320.000.13 Project Management - Church Connector	25,000	0.00	0.00	0.00	25,000.00
5330.000.13 Right Of Way-Church Conn	0	0.00	1,690.00	1,690.00	(1,690.00)
6310.001.13 Misc legal exp - Church Conn	5,000	0.00	0.00	0.00	5,000.00
Total Expenditures	656,977	22,294.81	202,396.53	224,691.34	432,285.66
Excess Revenue Over (Under) Expenditures	0	(2,023.60)	(916.71)	(2,940.31)	(2,940.31)

24 - Lyons Bridge Project

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.020.24 Township	56,910	28,452.92	28,454.92	56,907.84	(2.16)
Total Revenues	56,910	28,452.92	28,454.92	56,907.84	(2.16)
Expenditures (All non-capitalized costs)					
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	28,452.92	0.00	28,452.92	28,451.92

30 - Lower Miamsburg Road

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4132.000.30 City of Miamisburg	146,587	0.00	146,587.16	146,587.16	0.16
Total Revenues	146,587	0.00	146,587.16	146,587.16	0.16
Expenditures (All non-capitalized costs)					
8610.000.30 Debt Service-Principal	125,404	0.00	125,403.42	125,403.42	0.58
8630.000.30 Debt Service-Interest	21,184	0.00	21,183.74	21,183.74	0.26
Total Expenditures	146,588	0.00	146,587.16	146,587.16	0.84
Excess Revenue Over (Under) Expenditures	(1)	0.00	0.00	0.00	1.00

37 - Austin East

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.020.37 Township	47,000	0.00	10,451.20	10,451.20	(36,548.80)
Total Revenues	47,000	0.00	10,451.20	10,451.20	(36,548.80)
Expenditures (All non-capitalized costs)					
5110.000.37 Acquisition - Austin East	12,000	0.00	0.00	0.00	12,000.00
5310.000.37 Engineering services-Austin East	0	1,515.00	0.00	1,515.00	(1,515.00)
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	3,815.70	3,815.70	6,184.30
Total Expenditures	47,000	1,515.00	3,815.70	5,330.70	41,669.30
Excess Revenue Over (Under) Expenditures	0	(1,515.00)	6,635.50	5,120.50	5,120.50

42 - Deer Valley

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4132.000.42 City of Miamisburg	66,568	0.00	43,920.20	43,920.20	(22,647.80)
Total Revenues	66,568	0.00	43,920.20	43,920.20	(22,647.80)
Expenditures (All non-capitalized costs)					
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	76,944.25	76,944.25	40,548.75
8400.000.42 Return of Advanced Funds	0	19,668.46	0.00	19,668.46	(19,668.46)
Total Expenditures	119,974	19,668.46	78,445.18	98,113.64	21,860.36
Excess Revenue Over (Under) Expenditures	(53,406)	(19,668.46)	(34,524.98)	(54,193.44)	(787.44)

703 - 725/741 Development Fund

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
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)
Expenditures (All non-capitalized costs)					
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

31 - Vienna Parkway

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
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)
Expenditures (All non-capitalized costs)					
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

52 - 75/725 Pedestrian Access

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
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)
Expenditures (All non-capitalized costs)					
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

707 - I70/75 Development

For 9/30/2025

					Б
	Current	Current Month	Prior Periods		Budget Variance
	Budgeted	to Date Actual	Year to Date	Year to	Positive
	Amounts	09/30/2025	Actual	Date Actual	(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	60,034.04	60,034.04	(2,439,965.96)
4100.020.47 Township	963,084	0.00	1,058,064.69	1,058,064.69	94,980.69
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	1,149.38	1,149.38	(130,350.62)
4110.000.15 City of Union TIF Deposit 4110.000.49 City of Union Developer	2,562,275 0	0.00 0.00	735,775.81 1,000,383.13	735,775.81 1,000,383.13	(1,826,499.19) 1,000,383.13
Contributions	U	0.00	1,000,363.13	1,000,363.13	1,000,363.13
4110.001.32 SIB Draw - OSR/DL paid from	0	0.00	7,470.00	7,470.00	7,470.00
code 32	-		.,	.,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
4110.001.41 SIB Draw - OSR/DL paid from	0	0.00	15,525.00	15,525.00	15,525.00
code 41					
4110.001.45 SIB Draw - OSR/DL paid from	0	0.00	3,500.00	3,500.00	3,500.00
code 45	0.400.700	0.00	0.00	0.00	(0.400.700.00)
4110.001.49 SIB Draw - Fred/OSR paid from	3,439,739	0.00	0.00	0.00	(3,439,739.00)
code 49 4110.001.54 SIB Draw - MD Ph2 paid from code	45,215	0.00	68,857.54	68,857.54	23,642.54
54	45,215	0.00	00,037.34	00,037.34	25,042.54
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	461,875	0.00	0.00	0.00	(461,875.00)
code 38					
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	686,454.15	0.00	686,454.15	(313,545.85)
4110.003.32 City of Union - Lightner/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 4110.005.56 SBIG 629 Grant-Ring Rd	124,073 362,309	0.00 0.00	0.00 0.00	0.00 0.00	(124,073.00) (362,309.00)
4110.003.36 SBB 029 Grant-King Rd 4110.010.15 SIB Draw - Martindale Rd Phase 1	2,933	0.00	2,932.50	2,932.50	(0.50)
4111.003.32 \$100,000 J&C Grant Lightner	2,555	0.00	27,538.18	27,538.18	27,538.18
4132.000.36 City of Dayton - Maintenance	25,000	0.00	25,000.00	25,000.00	0.00
payment	-,		-,	-,	
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	29,252.40	29,252.40	0.40
4910.000.47 Reimbursments	0	10,267.81	0.00	10,267.81	10,267.81
Total Revenues	15,616,623	696,721.96	4,001,705.46	4,698,427.42	(10,918,195.58)
Expenditures (All non-capitalized costs)					
5110.000.32 Acquisition	0	0.00	99,711.26	99,711.26	(99,711.26)
5110.000.56 Acquisition Costs	7,500	0.00	0.00	0.00	7,500.00
5310.000.47 Engineering Services-Benchwood	11,160	0.00	4,235.35	4,235.35	6,924.65
Station	0	0.00	45 505 00	45 505 00	(45 505 00)
5310.001.41 Engineering Services-OSR Curve 5310.001.54 Engineering Services-Martindale	0 6,713	0.00 0.00	15,525.00 11,712.75	15,525.00 11,712.75	(15,525.00) (4,999.75)
Ext Ph 2	0,713	0.00	11,712.73	11,712.73	(4,999.73)
5310.001.56 Engineering Services-Ring Road	198,691	0.00	194,889.65	194,889.65	3,801.35
Ph 1	100,001	0.00	10 1,000.00	10 1,000.00	0,001.00
5310.002.56 Engineering Services-Ring Road	0	20,000.00	64,195.00	84,195.00	(84,195.00)
Const Docs					
5310.003.38 Engineering Services-DLR/OSR	13,565	0.00	0.00	0.00	13,565.00
5310.005.32 Engineering Services-	13,565 5,150	0.00 0.00	0.00 5,151.00	0.00 5,151.00	13,565.00 (1.00)
5310.005.32 Engineering Services- Lightner/Peters	5,150	0.00	5,151.00	5,151.00	(1.00)
5310.005.32 Engineering Services- Lightner/Peters 5330.000.47 ROW/Appraisals-Benchwood					·
5310.005.32 Engineering Services- Lightner/Peters 5330.000.47 ROW/Appraisals-Benchwood Station	5,150 55,000	0.00	5,151.00 0.00	5,151.00 0.00	(1.00) 55,000.00
5310.005.32 Engineering Services- Lightner/Peters 5330.000.47 ROW/Appraisals-Benchwood Station 5330.000.56 Right Of Way - Ring Road	5,150	0.00	5,151.00	5,151.00	(1.00)
5310.005.32 Engineering Services- Lightner/Peters 5330.000.47 ROW/Appraisals-Benchwood Station	5,150 55,000	0.00	5,151.00 0.00	5,151.00 0.00	(1.00) 55,000.00
5310.005.32 Engineering Services- Lightner/Peters 5330.000.47 ROW/Appraisals-Benchwood Station 5330.000.56 Right Of Way - Ring Road Appraisal Svcs	5,150 55,000 0	0.00 0.00 0.00	5,151.00 0.00 14,050.00	5,151.00 0.00 14,050.00	(1.00) 55,000.00 (14,050.00)
5310.005.32 Engineering Services- Lightner/Peters 5330.000.47 ROW/Appraisals-Benchwood Station 5330.000.56 Right Of Way - Ring Road Appraisal Svcs 5500.000.41 Required Filings-OSR/Peters 5521.000.36 Support Services - Dayton Maintenance Pmt	5,150 55,000 0 0 25,000	0.00 0.00 0.00 0.00 0.00	5,151.00 0.00 14,050.00 39.00	5,151.00 0.00 14,050.00 39.00 25,000.00	(1.00) 55,000.00 (14,050.00) (39.00) 0.00
5310.005.32 Engineering Services- Lightner/Peters 5330.000.47 ROW/Appraisals-Benchwood Station 5330.000.56 Right Of Way - Ring Road Appraisal Svcs 5500.000.41 Required Filings-OSR/Peters 5521.000.36 Support Services - Dayton Maintenance Pmt 5521.000.47 Inspection Svcs-Benchwood	5,150 55,000 0 0 25,000 100,249	0.00 0.00 0.00 0.00 0.00	5,151.00 0.00 14,050.00 39.00 25,000.00 96,350.00	5,151.00 0.00 14,050.00 39.00 25,000.00 96,350.00	(1.00) 55,000.00 (14,050.00) (39.00) 0.00 3,899.00
5310.005.32 Engineering Services- Lightner/Peters 5330.000.47 ROW/Appraisals-Benchwood Station 5330.000.56 Right Of Way - Ring Road Appraisal Svcs 5500.000.41 Required Filings-OSR/Peters 5521.000.36 Support Services - Dayton Maintenance Pmt 5521.000.47 Inspection Svcs-Benchwood	5,150 55,000 0 0 25,000 100,249 0	0.00 0.00 0.00 0.00 0.00 0.00 383,460.00	5,151.00 0.00 14,050.00 39.00 25,000.00 96,350.00 78,858.00	5,151.00 0.00 14,050.00 39.00 25,000.00 96,350.00 462,318.00	(1.00) 55,000.00 (14,050.00) (39.00) 0.00 3,899.00 (462,318.00)
5310.005.32 Engineering Services- Lightner/Peters 5330.000.47 ROW/Appraisals-Benchwood Station 5330.000.56 Right Of Way - Ring Road Appraisal Svcs 5500.000.41 Required Filings-OSR/Peters 5521.000.36 Support Services - Dayton Maintenance Pmt 5521.000.47 Inspection Svcs-Benchwood 355例的分子个Monstruction - OSR/Peters 5530.000.44 Construction-Douglas Way Ext	5,150 55,000 0 0 25,000 100,249 0 276,237	0.00 0.00 0.00 0.00 0.00 0.00 383,460.00 0.00	5,151.00 0.00 14,050.00 39.00 25,000.00 96,350.00 78,858.00 0.00	5,151.00 0.00 14,050.00 39.00 25,000.00 96,350.00 462,318.00 0.00	(1.00) 55,000.00 (14,050.00) (39.00) 0.00 3,899.00 (462,318.00) 276,237.00
5310.005.32 Engineering Services- Lightner/Peters 5330.000.47 ROW/Appraisals-Benchwood Station 5330.000.56 Right Of Way - Ring Road Appraisal Svcs 5500.000.41 Required Filings-OSR/Peters 5521.000.36 Support Services - Dayton Maintenance Pmt 5521.000.47 Inspection Svcs-Benchwood	5,150 55,000 0 0 25,000 100,249 0	0.00 0.00 0.00 0.00 0.00 0.00 383,460.00	5,151.00 0.00 14,050.00 39.00 25,000.00 96,350.00 78,858.00	5,151.00 0.00 14,050.00 39.00 25,000.00 96,350.00 462,318.00	(1.00) 55,000.00 (14,050.00) (39.00) 0.00 3,899.00 (462,318.00)

707 - I70/75 Development

For 9/30/2025

5530.000.49 Construction - FP/OSR	Current Budgeted Amounts 3,439,689	Current Month to Date Actual 09/30/2025 0.00	Prior Periods Year to Date Actual 0.00	Year to Date Actual 0.00	Budget Variance Positive (Negative) 3,439,689.00
Peters/OSR	0	0.00	277 455 00	277 455 00	(277 455 00)
5530.000.54 Construction - Martindale Ext 2	0	0.00 0.00	377,455.00	377,455.00	(377,455.00)
5530.001.38 Construction - DLR/OSR	453,912 0	0.00	0.00 14,804.60	0.00 14,804.60	453,912.00 (14,804.60)
5530.007.15 Construction - Martindale Ext 1	-		•	686,454.15	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
5530.008.15 Construction - Union Paving 5530.008.51 Construction - Ph2 WWTP	984,500	686,454.15	0.00	643,839.00	298,045.85 19,896.00
	663,735	0.00	643,839.00		,
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
6310.000.49 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	3.224.60	3.224.60	10,277.40
6310.001.15 Union Project Mgmt/Development	63,000	0.00	0.00	0.00	63,000.00
6310.001.47 Misc Legal-Benchwood Station	20,000	0.00	26,209.96	26,209.96	(6,209.96)
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	4,964.55	4,964.55	(4,964.55)
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	6.970.10	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	100,371.06	98,887.74	199,258.80	0.20
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	19,089.43	20,572.75	39,662.18	(1.18)
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	1,209,374.64	3,905,688.01	5,115,062.65	4,360,694.35
xcess Revenue Over (Under) Expenditures	6,140,866	(512,652.68)	96.017.45	(416,635.23)	(6,557,501.23)

15 - Airpark Boulevard

For 9/30/2025

4110.002.15 Union Projects Agreement 48,000 0.00 0.00	,775.81 (1,826,499.19) 0.00 (48,000.00)
4110.002.15 Union Projects Agreement 48,000 0.00 0.00	
	0.00 (48,000.00)
4410 002 15 City of Union Project Deposit 4 000 000 696 454 15 0.00 696	
4 FT0.005. TO City Of Official Project Deposit 1,000,000 566,454. TO 0.00 586,	,454.15 (313,545.85)
4110.010.15 SIB Draw - Martindale Rd Phase 1 2,933 0.00 2,932.50 2,	,932.50 (0.50)
Total Revenues 3,613,208 686,454.15 738,708.31 1,425,	,162.46 (2,188,045.54)
Expenditures (All non-capitalized costs)	
	,804.60 (14,804.60)
5530.008.15 Construction - Union Paving 984,500 686,454.15 0.00 686,	,454.15 298,045.85
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 48,000 0.00 0.00	0.00 48,000.00
Agrmt	
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 Reimburseables- 150,000 0.00 0.00	0.00 150,000.00
Martindale	
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 100,000 0.00 50,000.00 50,	,000.00 50,000.00
Fund)	
8630.000.15 Debt Service-Interest 69,121 0.00 39,776.61 39,	,776.61 29,344.39
	,299.67 1,337.33
Fund)	
Total Expenditures 2,886,423 686,454.15 802,997.55 1,489,	,451.70 1,396,971.30
Excess Revenue Over (Under) Expenditures 726,785 0.00 (64,289.24) (64,	,289.24) (791,074.24)

26 - SR40 Project

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
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	29,252.40	29,252.40	0.40
Total Revenues	238,920	0.00	134,086.68	134,086.68	(104,833.32)
Expenditures (All non-capitalized costs)					
8610.000.26 Debt Service-Principal	199,259	100,371.06	98,887.74	199,258.80	0.20
8630.000.26 Debt Service-Interest	39,661	19,089.43	20,572.75	39,662.18	(1.18)
Total Expenditures	238,920	119,460.49	119,460.49	238,920.98	(0.98)
Excess Revenue Over (Under) Expenditures	0	(119,460.49)	14,626.19	(104,834.30)	(104,834.30)

32 - Lightner Road

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
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
4111.003.32 \$100,000 J&C Grant Lightner	0	0.00	27,538.18	27,538.18	27,538.18
Total Revenues	0	0.00	40,159.18	40,159.18	40,159.18
Expenditures (All non-capitalized costs)					
5110.000.32 Acquisition	0	0.00	99,711.26	99,711.26	(99,711.26)
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	104,862.26	104,862.26	(99,712.26)
Excess Revenue Over (Under) Expenditures	(5,150)	0.00	(64,703.08)	(64,703.08)	(59,553.08)

36 - Vandalia Maintenance Agreement

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
Total Revenues	0	0.00	0.00	0.00	0.00
Expenditures (All non-capitalized costs) 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

38 - Dogleg

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
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)
Expenditures (All non-capitalized costs)					
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

41 - Springfield-Peters Pike

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	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)
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)
Expenditures (All non-capitalized costs)					
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	0.00	39.00	39.00	(39.00)
5530.000.41 Construction - OSR/Peters	0	383,460.00	78,858.00	462,318.00	(462,318.00)
6310.003.41 Misc Legal-Dayton Freight-OSR	0	0.00	4,964.55	4,964.55	(4,964.55)
Total Expenditures	0	383,460.00	99,386.55	482.846.55	(482,846.55)
Total Expolatatoo				102,010.00	(102,010.00)
Excess Revenue Over (Under) Expenditures	500,000	(383,460.00)	(83,861.55)	(467,321.55)	(967,321.55)

44 - Douglas Way

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
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)
Expenditures (All non-capitalized costs)					
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

45 - Union Airpark Blvd Ext

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues 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
Expenditures (All non-capitalized costs)					
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

47 - Benchwood Station

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.020.47 Township	963,084	0.00	1,058,064.69	1,058,064.69	94,980.69
4910.000.47 Reimbursments	0	10,267.81	0.00	10,267.81	10,267.81
Total Revenues	963,084	10,267.81	1,058,064.69	1,068,332.50	105,248.50
Expenditures (All non-capitalized costs)					
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	0.00	96,350.00	96,350.00	3,899.00
5530.000.47 Construction-Benchwood Station	804,145	0.00	1,301,849.75	1,301,849.75	(497,704.75)
6310.001.47 Misc Legal-Benchwood Station	20,000	0.00	26,209.96	26,209.96	(6,209.96)
Total Expenditures	990,554	0.00	1,428,645.06	1,428,645.06	(438,091.06)
Excess Revenue Over (Under) Expenditures	(27,470)	10,267.81	(370,580.37)	(360,312.56)	(332,842.56)

49 - Frederick Pike/OSR Imp Proj

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.030.49 County	43,850	0.00	0.00	0.00	(43,850.00)
4100.031.49 County Engineer	131,500	0.00	1,149.38	1,149.38	(130,350.62)
4110.000.49 City of Union Developer Contributions	0	0.00	1,000,383.13	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	0.00	1,001,532.51	1,001,532.51	(2,613,556.49)
Expenditures (All non-capitalized costs)					
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	1,001,532.51	1,001,532.51	1,000,000.51

51 - Wastewater Treatment Plant

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
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)
Expenditures (All non-capitalized costs)					
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

54 - Martindale Phase 2

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
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
Expenditures (All non-capitalized costs)					
5310.001.54 Engineering Services-Martindale	6,713	0.00	11,712.75	11,712.75	(4,999.75)
Ext Ph 2	0	0.00	277 455 00	077 455 00	(077 455 00)
5530.000.54 Construction - Martindale Ext 2	0	0.00	377,455.00	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
	13,502	0.00	3,224.60	2 224 60	10,277.40
6310.000.54 Misc Legal-Martindale Ph 2	*		*	3,224.60	
8400.000.54 Return of Project Reimburseables-Martindale Ph 2	0	0.00	9,000.00	9,000.00	(9,000.00)
Treimburgables Martinadie i 112					
Total Expenditures	45,215	0.00	401,392.35	401,392.35	(356,177.35)
Excess Revenue Over (Under) Expenditures	0	0.00	(332,534.81)	(332,534.81)	(332,534.81)

56 - Ring Road

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.015.56 OPWC Funding Ring Rd	2,500,000	0.00	60,034.04	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	0.00	272,432.55	272,432.55	(5,089,876.45)
Expenditures (All non-capitalized costs)					
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	64,195.00	84,195.00	(84,195.00)
5330.000.56 Right Of Way - Ring Road Appraisal Svcs	0	0.00	14,050.00	14,050.00	(14,050.00)
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	20,000.00	273,134.65	293,134.65	(33,760.65)
Excess Revenue Over (Under) Expenditures	5,102,935	(20,000.00)	(702.10)	(20,702.10)	(5,123,637.10)

708 - City of Brookville

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4110.000.00 City of Brookville	146,874	0.00	73,437.09	73,437.09	(73,436.91)
Total Revenues	146,874	0.00	73,437.09	73,437.09	(73,436.91)
Expenditures (All non-capitalized costs)					
8610.000.00 Debt Service-Principal	99,208	0.00	49,234.89	49,234.89	49,973.11
8630.000.00 Debt Service-Interest	47,666	0.00	24,202.20	24,202.20	23,463.80
Total Expenditures	146,874	0.00	73,437.09	73,437.09	73,436.91
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

710 - 675 Development Fund

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4110.000.00 City of Centerville	7,629	3,200.49	18,914.57	22,115.06	14,486.06
4111.002.00 SIB Draws for 675/Wilmington	81,183	0.00	9,880.31	9,880.31	(71,302.69)
Interchange					
4111.003.00 TRAC Funding	61,032	0.00	81,176.42	81,176.42	20,144.42
4111.004.00 SIB Draws paid with Trac	7,629	7,129.20	9,597.02	16,726.22	9,097.22
submissions Ph2					
4112.000.00 Greene County	0	6,536.75	10,747.32	17,284.07	17,284.07
Total Revenues	157,473	16,866.44	130,315.64	147,182.08	(10,290.92)
Expenditures (All non-capitalized costs)					
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	7,129.20	115,852.80	122,982.00	(46,692.00)
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	7,129.20	167,227.52	174,356.72	27,600.28
Excess Revenue Over (Under) Expenditures	(44,484)	9,737.24	(36,911.88)	(27,174.64)	17,309.36

712 - Miamisburg Downtown Projects

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4132.000.50 City of Miamisburg	3,951,938	569,973.74	3,545,298.25	4,115,271.99	163,333.99
Total Revenues	3,951,938	569,973.74	3,545,298.25	4,115,271.99	163,333.99
Expenditures (All non-capitalized costs)					
5530.000.50 Construction - Sycamore Trails	3,951,938	569,973.74	3,545,298.25	4,115,271.99	(163,333.99)
5540.000.50 Project Management Fee - Sycamore Trails	309,000	309,000.00	0.00	309,000.00	0.00
•					
Total Expenditures	4,260,938	878,973.74	3,545,298.25	4,424,271.99	(163,333.99)
Excess Revenue Over (Under) Expenditures	(309,000)	(309,000.00)	0.00	(309,000.00)	0.00

715 - Riverside

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4131.000.00 City of Riverside (or earmarks)	544,930	75,195.66	521,553.80	596,749.46	51,819.46
Total Revenues	544,930	75,195.66	521,553.80	596,749.46	51,819.46
Expenditures (All non-capitalized costs)					
5310.001.00 Engineering Svcs-SS4A Study	509,930	0.00	457,836.44	457,836.44	52,093.56
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
8400.000.00 Refund-Woodman Ph4	0	1,000.00	0.00	1,000.00	(1,000.00)
Total Expenditures	544,930	1,000.00	459,216.44	460,216.44	84,713.56
Excess Revenue Over (Under) Expenditures	0	74,195.66	62,337.36	136,533.02	136,533.02

Montgomery County Transportation Improvement District Statement of Activity - MTD and YTD by Fund Packet Page: 37

717 - West Carrollton

For 9/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 09/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
Total Revenues	0	0.00	0.00	0.00	0.00
Expenditures (All non-capitalized costs) 6300.000.00 Legal Expenses	0	999.35	0.00	999.35	(999.35)
Total Expenditures	0	999.35	0.00	999.35	(999.35)
Excess Revenue Over (Under) Expenditures	0	(999.35)	0.00	(999.35)	(999.35)

Run: 10/04/2025 at 11:33 AM

Montgomery County TID Bank Reconciliation All Accounts

As Of September 30, 2025

	Key Bank Checking Less Outstanding Checks	593,428.70 (586,695.20)	Reconciliation of TID Unrestricted Cash Balance	
	Key Bank Savings	106,546.18	Adjusted Bank Balance	4,088,437.99
	Star Ohio	3,975,158.32	Less Funds held for other:	4,000,407.33
	US Bank - Austin Landing	0,070,100.02	Sycamore Trails	(0.03)
	Reconciliation issue	(0.01)	Austin Landing Trust	(0.00)
	Adjusted balance	4,088,437.99	Church Connector	(1,155.43)
	Adjusted balance	4,000,407.00	Air Cargo (Concord)	(22,743.84)
			675 Development	(22,1 40.04)
			Riverside	_
			Union/US 40 debt service	(2,138,602.53)
Fund	700 Operating Fund	1,968,282.64	Official 40 dept service	(2,100,002.00)
	702 Austin Road	.,000,202.0	Unrestricted TID Cash Balance for operations - CM	1,925,936.16
	TID Deficit Carry on unreimbursed (b/c reserves)	_	Unrestricted TID Cash Balance for operations - PM	1,614,268.09
	Austin East	(4,240.50)	officerioles TIB Cach Balance for operations TIM	1,011,200.00
	Miamisburg Funds:	(4,240.00)	Project Carrying Costs	
	Church Connector	1,155.43	Austin East	4,241
	Austin Landing Phase 1/2 Trust	-	Riverside	4,580
	Terrington PS/Deer Valley	_	725/741 Pedestrain Access	690
	703 725/741 Development Fund	(689.98)	US 40	52,417
	707 I70/I75 Development Fund	-	West Carrollton	999
	City of Union TIF Deposits (used for others)	952,683.66		62,927
	City of Union - Other Projects	1,185,918.87		
	US 40 Debt Service	(52,416.98)	TID Fees 2025 year to date:	
	Benchwood Station	9,676.01	Union Development Fees	36,000
	Air Cargo (Concord)	22,743.84	Frederick/OSR Intersection	50,000
	710 675 Development Fund	10,782.82	Martindale Phase 2	25,000
	712 Downtown Miamisburg	,	Ring Road	30,000
	Riverfront Park Phase 2	-	Church Connector	25,000
	Sycamore Trails	0.03	Sycamore Trails	309,000
	715 Riverside	(4,580.00)	Union Paving	15,000
	716 Clay Twp/Clayton	121.50	Other Operating Revenue - Montgomery County	300,000
	717 West Carrollton	(999.35)		•
	Total	4,088,437.99		
	Variance	_		
	Variation			

MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

RESOLUTION NUMBER 2025-65

RESOLUTION APPROVING SEPTEMBER 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 or to enter into agreement.

BE IT THEREFORE RESOLVED by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached Bills and Expenses for September 2025 be and is hereby approved.

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.

Chairperson, Montgomery County Transportation Improvement District

Attest:

Secretary/Treasurer

Adopted the 9th day of October, 2025.

Bills & Expenses for Board Approval, Expense Report Approved by Board Members, Expenses Approved by the TID Staff
For September 1 - 30, 2025

For September 1 - 30, 2025						
		OPERATIONS				
ACCE	\$	337.03	Disability Benefits			
AccuFund, Inc.	\$	1,371.00	Accounting Software - 4th Qtr License			
Back To Business IT (The GreenTree Group)	\$	582.00	Billable Services-August			
Bureau of Worker's Compensation	\$	889.14	Monthly Contributions			
Dayton Area Chamber of Commerce	\$	45.00	Executive Women's Council Leadership Panel (V.Glotfelter)			
Fraunfelter Accounting Services	\$	472.50	Accounting Services - August			
Vanessa Glotfelter	\$	954.44	Expense Report - August / Credit Card - September			
Veronica Hull	\$	105.00	Expense Report-August			
InfoTech	\$	2,250.00	Construction Mgmt/Bid Express Annual License			
Marsh & McLennan Agency, LLC	\$	34,909.00	Commercial/Cyber Insurance-Annual Premiums			
Mike Eddy, Consultant	\$	1,727.05	Professional Services-August			
Microsoft	\$	245.10	Monthly Licenses/Subscription Fees			
Montgomery County Human Services	\$	7,884.00	Health Benefits-July			
Montgomery County Purchasing	\$	5.80	Parking/Validations/Postage			
Sam Morton	\$	469.60	Expense Report-August			
Office Supplies/Misc.	\$	221.26	Office / Paper / Printing Supplies / Parking			
Public Employees Retirement System	\$	4,662.29	Monthly Contribution			
Superior Dental	\$	283.56	Dental Benefits			
67	5/W	ILMINGTON INTER	RCHANGE			
LJB, Inc.	\$	7,129.20	Professional Services - Feasibility Study			
		AUSTIN EAST				
TEC Engineering	\$	1,515.00	TIS Revisions			
	DEE	R VALLEY DEVELO	DPMENT			
Benner Road Developers	\$	19,668.46	Refund balance of advanced funds			
		SYCAMORE TRAI	LS			
Double Jay Construction	\$		Construction - Pay Application #17			
	0	CHURCH CONNEC	TOR			
LJB, Inc.	\$		Engineering Services (Local Share)			
		WOODMAN PHAS	E 4			
City of Riverside	\$		Return of Funds			
		2025 UNION PAVI	1			
Wagner Paving	\$		Paving / Concrete Repair			
		NGFIELD ROAD / I	-			
Balsbaugh Excavating	\$		Construction - Pay Application #2			
Areadia Engineering Comises		RING ROAD PROJ				
Arcadis Engineering Services	\$	20,000.00	Engineering Services			

MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

RESOLUTION NUMBER 2025-66

RESOLUTION APPROVING AGREEMENT WITH MICHAEL EDDY FOR PROJECT MANAGEMENT SERVICES FOR THE MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

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

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

WHEREAS, the Executive Director has recommended that the TID continue to engage Mr. Eddy under the terms of a professional services agreement for the management of various TID projects in calendar year 2026 in an amount not to exceed \$50,000.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached professional services agreement with Michael Eddy for the period from January 1, 2026 through December 31, 2026 in an amount not to exceed \$50,000, be and is hereby approved.

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

Chairpe	rson, Montgomery County Transportation Improvement District	
Attest:		
	Secretary/Treasurer	

Adopted the 9th day of October, 2025.

2026 PROFESSIONAL SERVICES AGREEMENT MICHAEL EDDY

THIS PROFESSIONAL SERVICES AGREEMENT (this "<u>Agreement</u>") is made and entered into as of the 9TH day of OCTOBER, 2025 (the "<u>Effective Date</u>"), by and between the MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, an Ohio body politic and corporate (the "<u>TID</u>"), and MICHAEL EDDY ("<u>Consultant</u>"), under the following circumstances:

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

Now, Therefore, the parties agree as follows:

- 1. **Retention**. The TID hereby retains Consultant to provide the services (the "<u>Services</u>") and to deliver the deliverables (the "<u>Deliverables</u>"), if any, pursuant to Scope of Services set forth on <u>Exhibit A</u> attached hereto, and Consultant hereby accepts such retention. In the event of a conflict between the terms of <u>Exhibit A</u> and the terms of this Agreement, the terms of this Agreement shall control.
- 2. **Fees; Payment of Fees**. Consultant will perform the Services and deliver the Deliverables for a total cost, including all fees, costs and expenses, not to exceed the amount set forth on Exhibit B (the "Contract Price"). Unless a difference procedure is set forth on Exhibit B, payments of the Contract Price shall be made by the TID to Consultant according to the following procedure: Within five (5) business days after the end of each month in which Services are provided or Deliverables delivered, Consultant shall submit to the TID an invoice for payment. The invoice will include a listing of the Consultant's hours by date in performance of the Services during the foregoing month in accordance with this Agreement. Within thirty (30) days after receipt of Consultant's invoice, the TID shall pay the undisputed amount of such invoice.
- 3. **Representations and Warranties**. Consultant represents and warrants to the TID as follows:
 - A. Consultant will comply with all applicable federal, state, county, municipal and other governmental statutes, codes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence affecting the Services and the Deliverables (collectively, "Laws").
 - B. Consultant will perform the Services in a good and prompt manner with professional skill and care that meets or exceeds industry standards and applicable Laws.
 - C. Any materials provided by Consultant to the TID, including, without limitation the Deliverables, shall meet or exceed industry standards and applicable Laws.
 - D. Any materials provided by Consultant to the TID, including, without limitation the Deliverables, shall not violate any intellectual property rights of any third parties, including without limitation copyrights.

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

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

- 4. **Licenses and Permits**. Consultant, at its expense, shall duly procure and thereafter maintain any governmental license or permit that is required, if any, for the proper and lawful performance of the Services and delivery of the Deliverables. If requested, Consultant, at its expense, shall submit a copy of all such licenses and/or permits to the TID. Consultant, at its sole cost and expense, will at all times comply with the requirements of each such license or permit.
- 5. **Supplies and Equipment**. Except as may be otherwise agreed in writing by Consultant and the TID, the TID--at its sole cost and expense--shall furnish supplies and equipment necessary or appropriate to complete the Services and the Deliverables.
- 6. **Independent Contractor**. Consultant is an independent contractor and is not an employee of the TID. Consultant shall be solely responsible for the compliance with all applicable Laws with respect to Consultant's engagement. Any and all payroll taxes, social security benefits, insurance requirements, or employment benefits of any kind whatsoever of Consultant shall be borne exclusively by Consultant and not the TID.
- 7. **Assignment**. Consultant shall not assign this Agreement, in whole or in part, without the prior written consent of the TID, and any assignment or purported assignment in contravention of the foregoing is void.
- 8. **Notice**. Any notice, communication, request or reply ("<u>Notice</u>") made or accepted by either party to the other must be made in. For purposes of Notice the addresses of the parties shall, until changed as hereinafter provided, be as follows:

To the TID: Montgomery County

Transportation Improvement District

451 W. Third St., 10th Floor

Dayton, Ohio 45422 Attn: Executive Director

If to Consultant: Michael D. Eddy

7949 Waynesboro Way Waynesville, Ohio 45068

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

9. **Termination.**

A. This Agreement may be terminated by the TID upon not less than seven (7)

days' prior written notice to Consultant.

- B. If this Agreement is terminated prior to completion of the Services and delivery of the Deliverables, Consultant shall be compensated for Services adequately performed and Deliverables delivered as of the date of such termination.
- 10. **Confidentiality**. Consultant agrees that all information provided by the TID to Consultant pursuant to this Agreement (the "<u>Confidential Information</u>") shall not, without the TID's authorization, be disclosed to any other party or used by Consultant for any purpose, except as contemplated by this Agreement or as required by applicable Laws. Consultant shall disclose Confidential Information to third parties as requested by the District.
- 11. Miscellaneous. The section headings used in this Agreement are for reference purposes only and are not to be construed as a part of this Agreement. This Agreement may be amended or modified only by a written instrument executed by the TID and Consultant. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original for all purposes, but all of which shall constitute one and the same agreement. A failure of either party to insist upon or enforce any term or provision or to exercise any right, option, or remedy of the Agreement, or to require at any time performance of any provision hereof, shall not be construed as a waiver of any such term or provision. No waiver by either party of any term or provision hereof shall be binding unless made in writing and signed by such party. The recitals to this Agreement shall be incorporated into this Agreement as if set forth fully herein. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. This Agreement, including the exhibits attached hereto, contains the entire agreement between the parties, superseding any prior agreements and writings. All claims, counterclaims, disputes and other matters in question arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Montgomery County, Ohio.

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

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

MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT					
Vanessa A. Glotfelter, Executive Director					
CONSULTANT					
Michael D. Eddy					

Exhibit A

Scope of Services

Consultant services for the 2026 calendar year.

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

Exhibit B

Fees; Payment of Fees

Consultant's services will be compensated at the rate of \$100/hour in an amount not to exceed \$50,000.

MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

RESOLUTION NUMBER 2025-67

RESOLUTION AUTHORIZING CHANGE ORDER #19 FROM DOUBLE JAY CONSTRUCTION, INC. FOR ADDITIONAL ELICTRICAL WORK FOR THE SYCAMORE TRAILS PROJECT, INCREASING THE AUTHORIZED CONTRACT PRICE BY \$14,783.25

WHEREAS, the Board of Trustees ("Board") of the Montgomery County Transportation Improvement District ("TID"), by action of Resolution 2024-18, entered into a construction agreement with Double Jay Construction, Inc. ("DJC") for the construction of the Sycamore Trails Project; and

WHEREAS, by Resolution 2024-53, the Board approved Change Order Request #1 for the removal of approximately 300 tree stumps and a cost of \$26,100.00, increasing the contract price to \$7,278,806.95.

WHEREAS, by Resolution 2024-73, the Board approved (1) Change Order Request #2 for the construction of the pond and an increase of \$360,288.00, and (2) Change Order Request #3 for the construction of the disc golf course and an increase of \$80,670.00, increasing the contract price to \$7,719,764.95.

WHEREAS, by Resolution 2024-85, the Board approved (1) Change Order Request #4 for the performance of standalone aggregate base not included in the original bid items and an increase of \$9,831.00, and (2) Change Order Request #5 for the revision of ArmorFlex quantities related to the bridge and an increase of \$20,704.50, increasing the contract price to \$7,750,300.45; and

WHEREAS, by Resolution 2024-91, the Board approved (1) Change Order Request #6 for the installation of a waterline on the northern area of the park from the east side of Heincke Road not included in the original bid items and an increase of \$184,658.00, and (2) Change Order Request #7 for placement and maintenance of 6 feet of temporary chain link fence surrounding the proposed playground areas and an increase of \$5,040.00, increasing the contract price to \$7,939,998.45; and

WHEREAS, by Resolution 2024-101, the Board approved (1) Change Order #8 for revisions in the electrical scope and plans for the south restroom and an increase of \$2,407.00, and (2) Change Order #9 for electric service from an AES transformer to go behind the south restroom and shelter building and an increase of \$17,215.00, increasing the contract price to \$7,959,620.45; and

WHEREAS, by Resolution 2025-08, the Board approved Change Order Request #10 for installation of two cantilever shelters on the south sports court plaza area and an increase of \$6,900.00, increasing the contract price to \$7,966,520.45; and

WHEREAS, by Resolution 2025-44, the Board approved (1) Change Order #11 to install storm and yard drains under the south shelter and an increase of \$2,280.00, (2) Change Order #12 to provide and install water heaters for each restroom and shelter and an increase of \$7,420.00, (3) Change Order #13 to eliminate mill and overlay and replace with the removal and replacement to existing aggregate base by adding full depth asphalt and an increase of \$52,955.25, (4) Change Order #14 to raise catch basins as directed by the City of Miamisburg and an increase of \$1,669.00, and (5) Change Order #15 to install storm pipe from detention basin to the catch basin and an increase of \$11,270.00, increasing the contract price to \$8,042,114.70; and

WHEREAS, by Resolution 2025-62, the Board approved (1) Change Order #16 to relocate overhead primary to inground, install foundations, pipe, wire, and breakers for blue security lights, and install conduit and electric for 40 yard dash with an increase of \$34,672.50, (2) Change Order #17 for force account costs associated with lowering existing AT&T line under proposed bike path with an increase of \$2,460.51, and (3) Change Order #18 to install 20 loads of Type A riprap along the creek bank with an increase of \$54,902.40, increasing the contract price to \$8,134,150.11; and

WHEREAS, DJC has provided Change Order Request #19 for additional electrical work for the installation of a scoreboard and other equipment, pond cabinet, and hand dryer with an increase of \$14,783.25, increasing the contract price to \$8,148,933.36; and

WHEREAS, the Executive Director, the TID Project Manager, and the City of Miamisburg have reviewed the attached Change Order Request #19 from DJC and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached Change Order #19 with Double Jay Construction, Inc. for the Sycamore Trails Project be and is hereby approved, with a net increase of \$14,783.25, increasing the total contract price to \$8,148,933.36.

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 #19.

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, City of Miamisburg, and Double Jay Construction, Inc.

Chairperson, Montgomery County Transportation Improvement District	
Attest:	
Secretary/Treasurer	

Adopted the 9th day of October, 2025.



CONTRACT CHANGE ORDER

Project Name:	Sycamore Trails
---------------	-----------------

Implementer: Montgomery County Transporation Improvement District

Contractor: Double Jay Construction, Inc.

Agreement Date: February 12, 2024

Awarded Contract: \$7,252,706.95

DESCRIPT	ION	AMOUNT
CO #19: Additional electrical work: install scoreboard & other equipment, new quazite box, wiring, etc. Pond cabinet nstall, hand dryer work		14,783.25
	CHANGE ORDER TOTAL: \$	14,783.25
The original awarded contract amount:	\$	7,252,706.95
The contract price adjustment: CO #1	\$	26,100.00
The contract price adjustment: CO #2 - #3	\$	440,958.00
The contract price adjustment: CO #4 - #5	\$	30,535.50
The contract price adjustment: CO #6	\$	189,698.00
The contract price adjustment: CO #8 - #9	\$	19,622.00
The contract price adjustment: CO #10	\$	6,900.00
The contract price adjustment: CO #11 - #15	\$	75,594.25
The contract price adjustment: CO #16 - #18	\$	92,035.41
The contract price adjustment: CO #19	\$	14,783.25
	The New Estimated Contract Price: \$	8,148,933.36

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		DOUBLE JAY CONSTRUCTION, IN	C.
(Signature)	(Date)	(Signature)	(Date)

Proposal

Packet Page: 51 Double Jay Construction

25 Harrisburg Drive Englewood, Ohio 45322

Phone: (937) 832-3123 Fax: (937) 832-2596 lee@doublejayinc.com

Project:

Sycamore Trails Park

To:

City of Miamisburg, Ohio

Attn: Mr. Mike Eddy

Date:

08/29/25

Re:

Complete race track work (Aug. 2025), pond cabinet, and hand dryer work

Double Jay Construction received the following for extra work as performed by Reese Electric at the direction of Miamisburg

Item	Description	Quantity	Unit	Unit Price	Extension
1	Electrical work for 40 yard dash in August 2025 (Install scoreboard and other equipment, new quazite box, wiring, etc.) (Conduit install was included in CO #017)	1	ls	\$ 4,772.50	\$ 4,772.50
2	Pond cabinet install	1	İs	\$ 5,117.50	\$ 5,117.50
3	Hand Dryer work	1	ls	\$ 4,893.25	\$ 4,893.25
Total		I.			\$ 14,783.25

Please feel free to call should you have any questions or concerns. We appreciate the opportunity to quote this work.

Thank you,

Lee Overturf, Double Jay Construction

MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

RESOLUTION NUMBER 2025-68

RESOLUTION AUTHORIZING CHANGE ORDER #1 FOR WAGNER PAVING, INC. FOR CONCRETE REPAIR FOR THE CITY OF UNION 2025 PAVING PROJECT, INCREASING THE AUTHORIZED CONTRACT PRICE BY \$68,315

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 ("City") for the 2025 Union Paving Project ("Project"); and

WHEREAS, by Resolution 2025-56, the Board entered into a construction agreement with Wagner Paving, Inc. ("Wagner") for proposed paving services for Project; and

WHEREAS, the City, in concurrence with the Executive Director, authorized Wagner to perform concrete repair work related to the Project as described in the attached Change Order Request #1 with a net increase of \$68,315, increasing the total contract price to \$713,315; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached Change Order #1 with Wagner Paving, Inc. for the City of Union 2025 Paving Project be and is hereby approved, with a net increase of \$68,315, increasing the total contract price to \$713,315.

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 #1.

BE IT FURTHER RESOLVED, that copies of this Resolution be provided to the Executive Director, Secretary/Treasurer, Finance Director, TID's General Counsel, the Secretary-Treasurer, City of Union, and Wagner Paving, Inc.

Chairperson, Montgomery County Transportation Improvement District	
Attest:Secretary/Treasurer	

Adopted the 9th day of October, 2025.



CONTRACT CHANGE ORDER

Montgomery County Transporation Improvement District

City of Union 2025 Paving

Project Name:

Implementer:

Contractor:	Wagner Paving Inc.			
Agreement Date:	August 28, 2025			
Awarded Contract:	\$645,000.00			
	DESCRIPTION			AMOUNT
CO #1 Concrete repair work related	to the paving project.		\$	68,315.00
		CHANGE ORDER TOTAL:	\$	68,315.00
The original awarded contract ar	nount:		\$	645,000.00
The contract price adjustment: C	O #1		\$	68,315.00
		The New Estimated Contract Price:	\$	713,315.00
and all cost and delay claims up to a Contractor, the above-referenced clunless noted in this Change Order.	and including the date of this Change of the change of the change shall become a valid and binding	ot limited to, the cost of the Change Order, the Order. Upon execution of this Change Order by g part of the original Contract without exception der, all other terms and conditions of the Contuly authorized representatives.	oy Owne	er and lalification,
MONTGOMERY COUNTY TRA IMPROVEMENT DISTRICT	NSPORTATION	WAGNER PAVING, INC.		
(Signature)	(Date)	(Signature)		(Date)

Wagner Paving Inc

WAGNER PAVING INC. PAVING THE WAY SINCE 1970

937.947.1834 · WagnerPaving.com · Laura, Ohio

P.O. Box B

Laura, OH 45337

(937) 947-1834 (937) 947-1899

Phone: Fax:

Quantity	Description	U/M	Rate/Unit	Price
	Shaw Concrete work			
368.00	Apron sidewalk	SF	40.00	14,720.00
204.00	Curb	LF	75.00	15,300.00
6.00	Concrete ring around manhole	SF	45.00	270.00
	Martindale Concrete work			
487.00	Curb	LF	75.00	36,525.00
	Sheetz Concrete work			
20.00	Curb	LF	75.00	1,500.00

\$68,315.00 Total:

Packet Page: 54

MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

RESOLUTION NUMBER 2025-69

RESOLUTION APPROVING CONTRACT WITH WAGNER PAVING, INC. IN AN AMOUNT NOT TO EXCEED \$329,590 FOR PAVING AND REPAIR OF 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 ("City") for the 2025 Union Paving Project; and

WHEREAS, Balsbaugh Excavating, Inc. ("Balsbaugh") 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 Balsbaugh be approved for the proposal amount of \$329,590.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached construction agreement with Balsbaugh Excavating, Inc. in an amount not to exceed \$329,590 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, Secretary/Treasurer, Finance Director, TID's General Counsel, City of Union, and Balsbaugh Excavating, Inc.

•	,	•				
Chairperson, N	Montgomery	/ County Trar	nsportation I	mprovement D	District	
Attest:						
Secreta	arv/Treasur	er				

Adopted the 9th day of October, 2025.

BALSBAUGH EXCAVATING CONSTRUCTION AGREEMENT 2025 UNION PAVING PROJECT

THIS CONSTRUCTION AGREEMENT (the "<u>Agreement</u>") is made the <u>TH</u> day of ______, 2025 (the "<u>Effective Date</u>"), by and between <u>BALSBAUGH EXCAVATING</u>, INC. (the "<u>Contractor</u>"), and <u>MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT</u> (the "<u>District</u>") on behalf of <u>CITY OF UNION</u> (the "<u>Local Government</u>"), 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 <u>SEPTEMBER 15, 2025</u>. Notwithstanding anything in the Contract Documents to the contrary, Contractor shall achieve Substantial Completion of the Work on or before <u>DECEMBER 31, 2025</u> (the "<u>Substantial Completion</u>" 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.
- 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 \$329,590.00 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 nonconforming 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:	THE DISTRICT:				
BALSBAUGH EXCAVATING, INC.	MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT				
By:	By:				
Title:	Vanessa A. Glotfelter, Executive Director				
Date:					

2226269.1

Exhibit A

Proposal

Balsbaugh Excavating is authorized for a budget not to exceed \$329,590.00.

Should the total cost of the work be greater than the estimated amount, Balsbaugh Excavating will notify MCTID and provide a change order request for review and approval. In this event, continued performance is subject to additional funding, as mutually agreed.

Item No.	Description of Work	Scheduled Value
1		
2	Stabilize Subgrade	\$81,260.00
3	Recompation of Stabilized Subgrade	\$5,100.00
4	Export Material	\$7,500.00
	Cut/Grade for Asphalt	\$11,900.00
	Prime Coat	\$12,580.00
	Remove Curb	\$18,750.00
8	Remove Drive Approaches	\$17,500.00
	New Roll Curb	\$80,000.00
	New Drive Approaches	\$65,000.00
11	Topsoil Replacement	\$20,000.00
12	Seed/Straw	\$10,000.00
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	GRAND TOTALS	\$329,590.00

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.