



BOARD OF TRUSTEES MEETING
THURSDAY – NOVEMBER 13, 2025 – 9:30 A.M.
MONTGOMERY COUNTY ADMINISTRATION BUILDING
10TH FLOOR MEETING ROOM - 1002

BUSINESS MEETING

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			<u>PG</u>
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AUSTIN CROSSING

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PUBLIC COMMENT

EXECUTIVE SESSION

ADJOURN

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

PACKET PG: 2

RESOLUTION NUMBER 2025-70

**RESOLUTION APPROVING THE MINUTES
OF THE REGULAR BOARD MEETING ON OCTOBER 9, 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 October 9, 2025, meeting and found them, as prepared, to be a full and accurate account of the mentioned meeting.

NOW, 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 October 9, 2025, are hereby approved as prepared and appended to this resolution.

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

Adopted the 13th day of November, 2025.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____

Secretary/Treasurer



MINUTES OF THE OCTOBER 9, 2025 BOARD MEETING

The two hundred and ninety-sixth 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 October 9, 2025.

Mr. Hibner called the meeting to order at 8:38 AM.

VOTING BOARD

Walt Hibner
Stephanie Keinath
Rob Beeler
April Hauser

EXCUSED ABSENCE

Dave Bills

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

Tawana Jones, Montgomery Co. Econ. Dev.

Business Meeting**■ Minutes of September 11, 2025 {Resolution 2025-63}**

Mr. Hibner referred the Board to Resolution 2025-63 and the minutes of September 11, 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 2025-63, approving the minutes of September 11, 2025, as presented, was moved by Ms. Keinath, seconded by Ms. Hauser, and unanimously approved.

■ Financial Report: September 2025 {Resolution 2025-64}

Mr. Hibner referred the Board to Resolution 2025-64 and the Financial Reports for September 2025, copies of which were included in the Board Packet.

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

1) Operating Fund (#700) – Packet Page 7:

- \$15,000.00 TID management fee received from the City of Union for the 2025 Union Paving Project.
- \$309,000.00 TID management fee received from the City of Miamisburg for the Sycamore Trails Project.
- \$34,909.00 expenditure for commercial insurance renewal and added cyber security insurance policy.

2) I-70/75 Development Fund (#707) – Packet Pages 18-19:

- \$686,454.15 received from the City of Union for the 2025 Union Paving Project, with a matching construction expenditure.
- \$119,460.49 expenditure for the State Infrastructure Bank ("SIB") loan debt service payment for the 70/75 Airport Logistics Access (US-40) Project.

- 3) West Carrollton Fund (#717) – Packet Page 37: \$999.35 of legal applied to the newly created fund to track River District Projects.
- 4) Bank Reconciliation Summary – Packet Page 38: Reported an unrestricted cash balance of \$1,925,936.16 as of September 30, 2025.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-64, approving the September 2025 Financial Reports, as presented, was moved by Mr. Beeler, seconded by Ms. Hauser, and unanimously approved.

■ Bills & Expenses: September 2025 {Resolution 2025-65}

Mr. Hibner referred the Board to Resolution 2025-65 and the summary of bills and expenses for September 2025, copies of which were included in the Board Packet.

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

Following discussion and response to Board questions and comments, adoption of Resolution 2025-65, approving the payment of bills and expenses for September 2025, as presented, was moved by Ms. Hauser, seconded by Mr. Beeler, and unanimously approved.

■ Mike Eddy 2026 Professional Services Agreement {Resolution 2025-66}

Mr. Hibner referred the Board to Resolution 2025-66, approving the 2026 Professional Services Agreement (“PSA”) with Mike Eddy, copies of which were included in the Board Packet.

Ms. Glotfelter reviewed Mr. Eddy’s contributions to the TID, noting his project management support across multiple initiatives throughout the year. She emphasized that Mr. Eddy remains a valuable and well-respected extension of the TID staff and recommended approval of the 2026 PSA in an amount not to exceed \$50,000.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-66, approving the 2026 Professional Services Agreement with Mike Eddy for project management support to the TID, as presented, was moved by Ms. Keinath, seconded by Mr. Beeler, and unanimously approved.

Sycamore Trails Project

■ Double Jay Construction Change Orders {Resolution 2025-67}

Mr. Hibner referred the Board to Resolution 2025-67, approving Double Jay Construction Change Order #19 for the Sycamore Trails Project, copies of which were included in the Board Packet.

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

Following discussion and response to Board questions and comments, adoption of Resolution 2025-67, approving Change Order #19 in the amount of \$14,783.25, for a total contract increase amount not to exceed \$8,148,933.36 with Double Jay Construction for the Sycamore Trails Project, as presented, was moved by Mr. Beeler, seconded by Ms. Keinath, and unanimously approved.

2025 Union Paving Project

■ Wagner Paving Change Orders {Resolution 2025-68}

Mr. Hibner referred the Board to Resolution 2025-68, approving Wagner Paving Change Order #1 for the 2025 Union Paving Project, copies of which were included in the Board Packet.

Ms. Glotfelter provided a brief overview of the proposed change order, noting that the City of Union had authorized the work and recommended Board approval.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-68, approving Change Order #1 in the amount of \$68,315, for a total contract increase amount not to exceed \$713,315 with Wagner Paving for the 2025 Union Paving Project, as presented, was moved by Ms. Hauser, seconded by Mr. Beeler, and unanimously approved.

■ Balsbaugh Excavating Construction Agreement {Resolution 2025-69}

Mr. Hibner referred the Board to Resolution 2025-69, authorizing a Construction Agreement with Balsbaugh Excavating for the 2025 Union Paving Project, copies of which were included in the Board Packet.

Ms. Glotfelter reminded the Board that the TID has entered into paving agreements with the City of Union ("Union") under the 2021 Union Projects Agreement, which enables both parties to negotiate favorable pricing and installation commitments for local roadway paving and improvements. She noted that Union had authorized a total paving budget of \$1,600,000.00 in the Project Management & Financing Agreement and designated Balsbaugh Excavating to perform work within the scope of the project.

Mr. Endsley pointed out that the resolution header should read "Balsbaugh Excavating, Inc." Ms. Hull acknowledged and confirmed the correction.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-69, authorizing a Construction Agreement with Balsbaugh Excavating for the 2025 Union Paving Project, as corrected, was moved by Mr. Beeler, seconded by Ms. Keinath, 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, November 13, 2025, at 9:30 AM.

■ Executive Session

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

Mr. Endsley explained that an executive session would be necessary to 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. Mr. Beeler voted for the motion. Mr. Hibner voted for the motion. Ms. Keinath voted for the motion. Ms. Hauser voted for the motion.

The Board recessed to executive session at 9:00 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.

Robert Beeler, Secretary-Treasurer

11/13/2025
Date

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

PACKET PG: 6

RESOLUTION NUMBER 2025-71

**RESOLUTION APPROVING
OCTOBER 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 October 31, 2025 to the Board of Trustees of the TID during the Board's meeting on November 13, 2025; and

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

BE IT THEREFORE RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached TID's financial reports through October 31, 2025, be and are hereby approved as prepared and appended to this resolution.

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

Adopted the 13th day of November, 2025.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____

Secretary/Treasurer

Statement of Activity - MTD and YTD by Fund

700 - Operating Fund

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
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	13,324.71	122,643.40	135,968.11	35,968.11
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	36,000.00	40,000.00	40,000.00
4600.039.00 Benchwood Station	0	12,572.00	0.00	12,572.00	12,572.00
4600.042.00 Union Paving	0	0.00	15,000.00	15,000.00	15,000.00
4600.043.00 Sycamore Trails	184,000	0.00	309,000.00	309,000.00	125,000.00
4600.045.00 Martindale Phase 2	0	0.00	25,000.00	25,000.00	25,000.00
4600.046.00 Ring Road	0	0.00	30,000.00	30,000.00	30,000.00
4600.047.00 Frederick Pike/OSR	0	0.00	50,000.00	50,000.00	50,000.00
4600.048.00 Dayton Freight	0	10,000.00	0.00	10,000.00	10,000.00
4600.049.00 TIF Admin	0	45,000.00	0.00	45,000.00	45,000.00
4910.000.00 Reimbursements	0	28.20	8.93	37.13	37.13
Total Revenues	700,000	84,924.91	912,652.33	997,577.24	297,577.24
Expenditures (All non-capitalized costs)					
7110.010.00 Wages	450,000	33,302.08	290,968.72	324,270.80	125,729.20
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	42,701.15	47,363.44	7,636.56
7130.000.00 Workers Compensation	5,500	444.57	4,363.13	4,807.70	692.30
7140.000.00 Medicare	6,000	459.18	4,931.15	5,390.33	609.67
7150.000.00 Health Insurance	95,000	7,689.00	68,163.00	75,852.00	19,148.00
7151.000.00 Dental Insurance	0	283.56	2,552.04	2,835.60	(2,835.60)
7160.000.00 Disability Insurance	8,000	337.03	3,033.27	3,370.30	4,629.70
7170.000.00 Holding Account	0	100.00	300.00	400.00	(400.00)
7310.000.00 Contract Services	15,000	0.00	0.00	0.00	15,000.00
7310.021.00 Contract Services - Eddy (Unallocated)	50,000	950.00	10,050.00	11,000.00	39,000.00
7310.022.00 Contract Services - Eddy (Miamisburg)	0	450.00	12,050.00	12,500.00	(12,500.00)
7310.024.00 Contract Services - Eddy (Miami Twp)	0	0.00	100.00	100.00	(100.00)
7311.000.00 Internet	8,500	0.00	10.00	10.00	8,490.00
7312.000.00 Audit & Accounting	43,000	4,512.90	29,786.75	34,299.65	8,700.35
7312.001.00 Payroll Processing Charges	3,500	98.66	949.09	1,047.75	2,452.25
7315.000.00 Internet Service	0	0.00	5,187.42	5,187.42	(5,187.42)
7320.000.00 Legal Expenses	50,000	5,592.65	11,000.40	16,593.05	33,406.95
7330.007.00 Web Page Expenses	3,500	0.00	0.00	0.00	3,500.00
7330.014.00 Public Relations	8,500	0.00	12,273.00	12,273.00	(3,773.00)
7510.000.00 Office Supplies	3,000	0.00	1,685.33	1,685.33	1,314.67
7510.003.00 Cellular Phone	0	300.00	2,700.00	3,000.00	(3,000.00)
7510.006.00 Postage	3,000	15.44	1,742.77	1,758.21	1,241.79
7510.010.00 Dues & Subscriptions	25,000	0.00	18,075.55	18,075.55	6,924.45
7510.011.00 Conference Room Rental	0	0.00	4,767.56	4,767.56	(4,767.56)
7510.012.00 Office Rent	9,000	18,234.45	0.00	18,234.45	(9,234.45)
7510.015.00 Accounting System Supplies	0	0.00	141.28	141.28	(141.28)
7510.020.00 Miscellaneous Supplies	5,500	541.96	2,295.54	2,837.50	2,662.50
7520.000.00 Travel	20,000	0.00	2,257.84	2,257.84	17,742.16
7520.020.00 Milage Reimbursment	0	683.08	6,279.70	6,962.78	(6,962.78)
7520.021.00 Other transportation costs	0	0.00	206.64	206.64	(206.64)
7520.030.00 Meals	0	717.77	2,820.92	3,538.69	(3,538.69)
7520.035.00 Parking	0	154.99	2,418.49	2,573.48	(2,573.48)
7530.000.00 Miscellaneous Supplies	0	0.00	253.09	253.09	(253.09)
7920.000.00 Bank Service Charges	2,000	346.88	2,251.47	2,598.35	(598.35)
7930.000.00 Insurance	35,000	0.00	34,909.00	34,909.00	91.00
8110.000.00 Computers	5,000	0.00	0.00	0.00	5,000.00
8300.000.00 Other	25,000	0.00	0.00	0.00	25,000.00
Total Expenditures	934,000	79,876.49	642,524.30	722,400.79	211,599.21
Excess Revenue Over (Under) Expenditures	(234,000)	5,048.42	270,128.03	275,176.45	509,176.45

Statement of Activity - MTD and YTD by Fund

702 - Austin Road

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.020.24 Township	56,910	0.00	56,907.84	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 Earmark	549,377	0.00	213,148.56	213,148.56	(336,228.44)
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	0.00	599,020.56	599,020.56	(1,183,827.44)
<u>Expenditures (All non-capitalized costs)</u>					
5110.000.13 Acquisition Church Connector	0	0.00	6,760.00	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 Connector	626,977	0.00	216,241.34	216,241.34	410,735.66
5310.000.37 Engineering services-Austin East	0	2,272.50	1,515.00	3,787.50	(3,787.50)
5320.000.13 Project Management - Church Connector	25,000	0.00	0.00	0.00	25,000.00
5320.000.37 Project Management - Austin East	25,000	0.00	0.00	0.00	25,000.00
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
5540.000.13 Utility Relocation-Mound/Church	0	800.00	0.00	800.00	(800.00)
6310.000.37 Legal-Austin East	10,000	8,756.10	3,815.70	12,571.80	(2,571.80)
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	0.00	19,668.46	19,668.46	(19,668.46)
8610.000.24 Debt Service-Principal	49,669	25,019.27	24,649.52	49,668.79	0.21
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	3,435.65	3,805.40	7,241.05	(1.05)
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	40,283.52	622,580.89	662,864.41	1,173,389.59
Excess Revenue Over (Under) Expenditures	(53,406)	(40,283.52)	(23,560.33)	(63,843.85)	(10,437.85)

Income and Expense Report by Project

08 - Austin Landing

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.021.08 Township Phase 2	808,806	0.00	119,403.13	119,403.13	(689,402.87)
Total Revenues	808,806	0.00	119,403.13	119,403.13	(689,402.87)
<u>Expenditures (All non-capitalized costs)</u>					
8610.001.08 Debt Service-Principal Ph2	570,000	0.00	0.00	0.00	570,000.00
8630.001.08 Debt Service-Interest Ph2	238,806	0.00	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

Income and Expense Report by Project

13 - Church Connector Road

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4111.004.13 Church Connector Federal Earmark	549,377	0.00	213,148.56	213,148.56	(336,228.44)
4132.000.13 City of Miamisburg	107,600	0.00	8,602.47	8,602.47	(98,997.53)
Total Revenues	656,977	0.00	221,751.03	221,751.03	(435,225.97)
<u>Expenditures (All non-capitalized costs)</u>					
5110.000.13 Acquisition Church Connector	0	0.00	6,760.00	6,760.00	(6,760.00)
5310.000.13 Engineering Services-Church Connector	626,977	0.00	216,241.34	216,241.34	410,735.66
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)
5540.000.13 Utility Relocation-Mound/Church	0	800.00	0.00	800.00	(800.00)
6310.001.13 Misc legal exp - Church Conn	5,000	0.00	0.00	0.00	5,000.00
Total Expenditures	656,977	800.00	224,691.34	225,491.34	431,485.66
Excess Revenue Over (Under) Expenditures	0	(800.00)	(2,940.31)	(3,740.31)	(3,740.31)

Income and Expense Report by Project

24 - Lyons Bridge Project

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.020.24 Township	56,910	0.00	56,907.84	56,907.84	(2.16)
Total Revenues	56,910	0.00	56,907.84	56,907.84	(2.16)
<u>Expenditures (All non-capitalized costs)</u>					
8610.000.24 Debt Service-Principal	49,669	25,019.27	24,649.52	49,668.79	0.21
8630.000.24 Debt Service-Interest	7,240	3,435.65	3,805.40	7,241.05	(1.05)
Total Expenditures	56,909	28,454.92	28,454.92	56,909.84	(0.84)
Excess Revenue Over (Under) Expenditures	1	(28,454.92)	28,452.92	(2.00)	(3.00)

Montgomery County Transportation Improvement District PG: 12
Income and Expense Report by Project

30 - Lower Miambsburg Road

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4132.000.30 City of Miamisburg	146,587	0.00	146,587.16	146,587.16	0.16
Total Revenues	146,587	0.00	146,587.16	146,587.16	0.16
<u>Expenditures (All non-capitalized costs)</u>					
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

Income and Expense Report by Project

37 - Austin East

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.020.37 Township	47,000	0.00	10,451.20	10,451.20	(36,548.80)
Total Revenues	47,000	0.00	10,451.20	10,451.20	(36,548.80)
<u>Expenditures (All non-capitalized costs)</u>					
5110.000.37 Acquisition - Austin East	12,000	0.00	0.00	0.00	12,000.00
5310.000.37 Engineering services-Austin East	0	2,272.50	1,515.00	3,787.50	(3,787.50)
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	8,756.10	3,815.70	12,571.80	(2,571.80)
Total Expenditures	47,000	11,028.60	5,330.70	16,359.30	30,640.70
Excess Revenue Over (Under) Expenditures	0	(11,028.60)	5,120.50	(5,908.10)	(5,908.10)

Montgomery County Transportation Improvement District PG: 14
Income and Expense Report by Project

42 - Deer Valley

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4132.000.42 City of Miamisburg	66,568	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)
<u>Expenditures (All non-capitalized costs)</u>					
5521.000.42 Inspection Services-Deer Valley	2,481	0.00	1,500.93	1,500.93	980.07
5530.000.42 Construction - Deer Valley	117,493	0.00	76,944.25	76,944.25	40,548.75
8400.000.42 Return of Advanced Funds	0	0.00	19,668.46	19,668.46	(19,668.46)
Total Expenditures	119,974	0.00	98,113.64	98,113.64	21,860.36
Excess Revenue Over (Under) Expenditures	(53,406)	0.00	(54,193.44)	(54,193.44)	(787.44)

Statement of Activity - MTD and YTD by Fund

703 - 725/741 Development Fund

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.030.31 Township - Other	265,219	0.00	132,609.68	132,609.68	(132,609.32)
4132.000.52 JEDD Revenue	101,853	0.00	0.00	0.00	(101,853.00)
4132.001.52 City of Miamisburg	101,853	0.00	0.00	0.00	(101,853.00)
Total Revenues	468,925	0.00	132,609.68	132,609.68	(336,315.32)
<u>Expenditures (All non-capitalized costs)</u>					
5500.000.52 Construction - 70/725 Ped Acc	200,690	0.00	0.00	0.00	200,690.00
6310.001.52 Misc legal exp - 75/725 Ped Acc	3,016	0.00	0.00	0.00	3,016.00
8610.000.31 Debt Service-Principal	232,974	0.00	115,619.68	115,619.68	117,354.32
8620.000.31 Debt Service-Interest	32,245	0.00	16,990.00	16,990.00	15,255.00
Total Expenditures	468,925	0.00	132,609.68	132,609.68	336,315.32
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

Income and Expense Report by Project

31 - Vienna Parkway

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.030.31 Township - Other	265,219	0.00	132,609.68	132,609.68	(132,609.32)
Total Revenues	265,219	0.00	132,609.68	132,609.68	(132,609.32)
<u>Expenditures (All non-capitalized costs)</u>					
8610.000.31 Debt Service-Principal	232,974	0.00	115,619.68	115,619.68	117,354.32
8620.000.31 Debt Service-Interest	32,245	0.00	16,990.00	16,990.00	15,255.00
Total Expenditures	265,219	0.00	132,609.68	132,609.68	132,609.32
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

Income and Expense Report by Project

52 - 75/725 Pedestrian Access

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4132.000.52 JEDD Revenue	101,853	0.00	0.00	0.00	(101,853.00)
4132.001.52 City of Miamisburg	101,853	0.00	0.00	0.00	(101,853.00)
Total Revenues	203,706	0.00	0.00	0.00	(203,706.00)
<u>Expenditures (All non-capitalized costs)</u>					
5500.000.52 Construction - 70/725 Ped Acc	200,690	0.00	0.00	0.00	200,690.00
6310.001.52 Misc legal exp - 75/725 Ped Acc	3,016	0.00	0.00	0.00	3,016.00
Total Expenditures	203,706	0.00	0.00	0.00	203,706.00
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

Statement of Activity - MTD and YTD by Fund

707 - I70/75 Development

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.012.41 EDGE	500,000	0.00	0.00	0.00	(500,000.00)
4100.015.41 OPWC Funding OSR/Peters	0	78,594.04	0.00	78,594.04	78,594.04
4100.015.56 OPWC Funding Ring Rd	2,500,000	28,668.16	60,034.04	88,702.20	(2,411,297.80)
4100.020.47 Township	963,084	7,945.65	1,058,064.69	1,066,010.34	102,926.34
4100.030.26 County	104,834	52,417.14	52,417.14	104,834.28	0.28
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	2,562,275	0.00	735,775.81	735,775.81	(1,826,499.19)
4110.000.49 City of Union Developer Contributions	0	0.00	1,000,383.13	1,000,383.13	1,000,383.13
4110.001.32 SIB Draw - OSR/DL paid from code 32	0	0.00	7,470.00	7,470.00	7,470.00
4110.001.41 SIB Draw - OSR/DL paid from code 41	0	0.00	15,525.00	15,525.00	15,525.00
4110.001.45 SIB Draw - OSR/DL paid from code 45	0	0.00	3,500.00	3,500.00	3,500.00
4110.001.49 SIB Draw - Fred/OSR paid from code 49	3,439,739	0.00	0.00	0.00	(3,439,739.00)
4110.001.54 SIB Draw - MD Ph2 paid from code 54	45,215	0.00	68,857.54	68,857.54	23,642.54
4110.001.56 SIB Draw - Ring paid from code 56	1,500,000	0.00	212,398.51	212,398.51	(1,287,601.49)
4110.002.15 Union Projects Agreement	48,000	0.00	0.00	0.00	(48,000.00)
4110.002.38 SIB Draw - OSR/DL paid from code 38	461,875	0.00	0.00	0.00	(461,875.00)
4110.002.56 TID Grant - Ring Rd	1,000,000	0.00	0.00	0.00	(1,000,000.00)
4110.003.15 City of Union Project Deposit	1,000,000	155,560.55	686,454.15	842,014.70	(157,985.30)
4110.003.32 City of Union - Ligthner/Peters	0	0.00	5,151.00	5,151.00	5,151.00
4110.003.51 City of Union Project Deposit	667,850	4,296.00	643,839.00	648,135.00	(19,715.00)
4110.005.44 SBIG 629 Grant-Douglas	124,073	0.00	0.00	0.00	(124,073.00)
4110.005.56 SBIG 629 Grant-Ring Rd	362,309	0.00	0.00	0.00	(362,309.00)
4110.010.15 SIB Draw - Martindale Rd Phase 1	2,933	0.00	2,932.50	2,932.50	(0.50)
4111.003.32 \$100,000 J&C Grant Lightner	0	0.00	27,538.18	27,538.18	27,538.18
4132.000.36 City of Dayton - Maintenance payment	25,000	0.00	25,000.00	25,000.00	0.00
4132.001.26 City Union	104,834	0.00	52,417.14	52,417.14	(52,416.86)
4132.002.26 City of Vandalia	29,252	0.00	29,252.40	29,252.40	0.40
4910.000.47 Reimbursments	0	0.00	10,267.81	10,267.81	10,267.81
Total Revenues	15,616,623	327,481.54	4,698,427.42	5,025,908.96	(10,590,714.04)
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 Station	11,160	0.00	4,235.35	4,235.35	6,924.65
5310.001.41 Engineering Services-OSR Curve	0	0.00	15,525.00	15,525.00	(15,525.00)
5310.001.54 Engineering Services-Martindale Ext Ph 2	6,713	0.00	11,712.75	11,712.75	(4,999.75)
5310.001.56 Engineering Services-Ring Road Ph 1	198,691	0.00	194,889.65	194,889.65	3,801.35
5310.002.56 Engineering Services-Ring Road Const Docs	0	17,385.00	84,195.00	101,580.00	(101,580.00)
5310.003.38 Engineering Services-DLR/OSR	13,565	0.00	0.00	0.00	13,565.00
5310.005.32 Engineering Services-Lightner/Peters	5,150	0.00	5,151.00	5,151.00	(1.00)
5330.000.47 ROW/Appraisals-Benchwood Station	55,000	0.00	0.00	0.00	55,000.00
5330.000.56 Right Of Way - Ring Road Appraisal Svcs	0	0.00	14,050.00	14,050.00	(14,050.00)
5500.000.41 Required Filings-OSR/Peters	0	0.00	39.00	39.00	(39.00)
5521.000.36 Support Services - Dayton Maintenance Pmt	25,000	0.00	25,000.00	25,000.00	0.00
5521.000.47 Inspection Svcs-Benchwood Station	100,249	0.00	96,350.00	96,350.00	3,899.00
5530.000.41 Construction - OSR/Peters	0	545,569.00	462,318.00	1,007,887.00	(1,007,887.00)
5530.000.44 Construction-Douglas Way Ext	276,237	0.00	0.00	0.00	276,237.00
5530.000.47 Construction-Benchwood Station	804,145	0.00	1,301,849.75	1,301,849.75	(497,704.75)

Statement of Activity - MTD and YTD by Fund

707 - I70/75 Development

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
5530.000.49 Construction - FP/OSR Peters/OSR	3,439,689	0.00	0.00	0.00	3,439,689.00
5530.000.54 Construction - Martindale Ext 2	0	0.00	377,455.00	377,455.00	(377,455.00)
5530.001.38 Construction - DLR/OSR	453,912	0.00	0.00	0.00	453,912.00
5530.007.15 Construction - Martindale Ext 1	0	0.00	14,804.60	14,804.60	(14,804.60)
5530.008.15 Construction - Union Paving	984,500	155,560.55	686,454.15	842,014.70	142,485.30
5530.008.51 Construction - Ph2 WWTP	663,735	4,296.00	643,839.00	648,135.00	15,600.00
5540.001.41 Project Management Fee - Dayton Freight	0	10,000.00	0.00	10,000.00	(10,000.00)
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
5540.004.00 Project Management Fee - TIF Admin	0	45,000.00	0.00	45,000.00	(45,000.00)
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	363.40	3,224.60	3,588.00	9,914.00
6310.001.15 Union Project Mgmt/Development	63,000	545.10	0.00	545.10	62,454.90
6310.001.43 Misc Legal-Benchwood Station	0	7,945.65	0.00	7,945.65	(7,945.65)
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	2,471.35	4,964.55	7,435.90	(7,435.90)
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	0.00	199,258.80	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	0.00	39,662.18	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	789,136.05	5,115,062.65	5,904,198.70	3,571,558.30
Excess Revenue Over (Under) Expenditures	6,140,866	(461,654.51)	(416,635.23)	(878,289.74)	(7,019,155.74)

Income and Expense Report by Project

15 - Airpark Boulevard

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4110.000.15 City of Union TIF Deposit	2,562,275	0.00	735,775.81	735,775.81	(1,826,499.19)
4110.002.15 Union Projects Agreement	48,000	0.00	0.00	0.00	(48,000.00)
4110.003.15 City of Union Project Deposit	1,000,000	155,560.55	686,454.15	842,014.70	(157,985.30)
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	155,560.55	1,425,162.46	1,580,723.01	(2,032,484.99)
Expenditures (All non-capitalized costs)					
5530.007.15 Construction - Martindale Ext 1	0	0.00	14,804.60	14,804.60	(14,804.60)
5530.008.15 Construction - Union Paving	984,500	155,560.55	686,454.15	842,014.70	142,485.30
5540.002.15 Project Management Fee - Paving	15,000	0.00	0.00	0.00	15,000.00
5540.003.15 Project Management Fee - Proj Agrmt	48,000	0.00	0.00	0.00	48,000.00
6300.000.15 Legal Expenses	50,000	0.00	0.00	0.00	50,000.00
6310.001.15 Union Project Mgmt/Development	63,000	545.10	0.00	545.10	62,454.90
6310.005.15 Misc Legal-Union Paving Project	500	0.00	0.00	0.00	500.00
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
8610.001.15 Debt Service-Principal (DP Bond Fund)	100,000	0.00	50,000.00	50,000.00	50,000.00
8630.000.15 Debt Service-Interest	69,121	0.00	39,776.61	39,776.61	29,344.39
8630.001.15 Debt Service-Interest (DP Bond Fund)	3,637	0.00	2,299.67	2,299.67	1,337.33
Total Expenditures	2,886,423	156,105.65	1,489,451.70	1,645,557.35	1,240,865.65
Excess Revenue Over (Under) Expenditures	726,785	(545.10)	(64,289.24)	(64,834.34)	(791,619.34)

Income and Expense Report by Project

26 - SR40 Project

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.030.26 County	104,834	52,417.14	52,417.14	104,834.28	0.28
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	52,417.14	134,086.68	186,503.82	(52,416.18)
<u>Expenditures (All non-capitalized costs)</u>					
8610.000.26 Debt Service-Principal	199,259	0.00	199,258.80	199,258.80	0.20
8630.000.26 Debt Service-Interest	39,661	0.00	39,662.18	39,662.18	(1.18)
Total Expenditures	238,920	0.00	238,920.98	238,920.98	(0.98)
Excess Revenue Over (Under) Expenditures	0	52,417.14	(104,834.30)	(52,417.16)	(52,417.16)

Montgomery County Transportation Improvement District PG: 22
Income and Expense Report by Project

32 - Lightner Road

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.001.32 SIB Draw - OSR/DL paid from code 32	0	0.00	7,470.00	7,470.00	7,470.00
4110.003.32 City of Union - Ligthner/Peters	0	0.00	5,151.00	5,151.00	5,151.00
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
<u>Expenditures (All non-capitalized costs)</u>					
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)

District PG: 23

Montgomery County Transportation Improvement District
Income and Expense Report by Project
36 - Vandalia Maintenance Agreement
For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
Total Revenues	0	0.00	0.00	0.00	0.00
<u>Expenditures (All non-capitalized costs)</u>					
5521.000.36 Support Services - Dayton Maintenance Pmt	25,000	0.00	25,000.00	25,000.00	0.00
Total Expenditures	25,000	0.00	25,000.00	25,000.00	0.00
Excess Revenue Over (Under) Expenditures	(25,000)	0.00	(25,000.00)	(25,000.00)	0.00

Montgomery County Transportation Improvement District PG: 24
Income and Expense Report by Project

38 - Dogleg

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.002.38 SIB Draw - OSR/DL paid from code 38	461,875	0.00	0.00	0.00	(461,875.00)
Total Revenues	461,875	0.00	0.00	0.00	(461,875.00)
<u>Expenditures (All non-capitalized costs)</u>					
5310.003.38 Engineering Services-DLR/OSR	13,565	0.00	0.00	0.00	13,565.00
5530.001.38 Construction - DLR/OSR	453,912	0.00	0.00	0.00	453,912.00
Total Expenditures	467,477	0.00	0.00	0.00	467,477.00
Excess Revenue Over (Under) Expenditures	(5,602)	0.00	0.00	0.00	5,602.00

Income and Expense Report by Project

41 - Springfield-Peters Pike

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.012.41 EDGE	500,000	0.00	0.00	0.00	(500,000.00)
4100.015.41 OPWC Funding OSR/Peters	0	78,594.04	0.00	78,594.04	78,594.04
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	78,594.04	15,525.00	94,119.04	(405,880.96)
<u>Expenditures (All non-capitalized costs)</u>					
5310.001.41 Engineering Services-OSR Curve	0	0.00	15,525.00	15,525.00	(15,525.00)
5500.000.41 Required Filings-OSR/Peters	0	0.00	39.00	39.00	(39.00)
5530.000.41 Construction - OSR/Peters	0	1,091,138.00	462,318.00	1,553,456.00	(1,553,456.00)
5540.001.41 Project Management Fee - Dayton Freight	0	10,000.00	0.00	10,000.00	(10,000.00)
6310.003.41 Misc Legal-Dayton Freight-OSR	0	2,471.35	4,964.55	7,435.90	(7,435.90)
Total Expenditures	0	1,103,609.35	482,846.55	1,586,455.90	(1,586,455.90)
Excess Revenue Over (Under) Expenditures	500,000	(1,025,015.31)	(467,321.55)	(1,492,336.86)	(1,992,336.86)

Montgomery County Transportation Improvement District PG: 26
Income and Expense Report by Project

43 - BT - Miller Lane

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
Total Revenues	0	0.00	0.00	0.00	0.00
<u>Expenditures (All non-capitalized costs)</u>					
6310.001.43 Misc Legal-Benchwood Station	0	7,945.65	0.00	7,945.65	(7,945.65)
Total Expenditures	0	7,945.65	0.00	7,945.65	(7,945.65)
Excess Revenue Over (Under) Expenditures	0	(7,945.65)	0.00	(7,945.65)	(7,945.65)

Montgomery County Transportation Improvement District PG: 27
Income and Expense Report by Project

44 - Douglas Way

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.005.44 SBIG 629 Grant-Douglas	124,073	0.00	0.00	0.00	(124,073.00)
Total Revenues	124,073	0.00	0.00	0.00	(124,073.00)
<u>Expenditures (All non-capitalized costs)</u>					
5530.000.44 Construction-Douglas Way Ext	276,237	0.00	0.00	0.00	276,237.00
Total Expenditures	276,237	0.00	0.00	0.00	276,237.00
Excess Revenue Over (Under) Expenditures	(152,164)	0.00	0.00	0.00	152,164.00

Income and Expense Report by Project

45 - Union Airpark Blvd Ext

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.001.45 SIB Draw - OSR/DL paid from code 45	0	0.00	3,500.00	3,500.00	3,500.00
Total Revenues	0	0.00	3,500.00	3,500.00	3,500.00
<u>Expenditures (All non-capitalized costs)</u>					
Total Expenditures	0	0.00	0.00	0.00	0.00
Excess Revenue Over (Under) Expenditures	0	0.00	3,500.00	3,500.00	3,500.00

Income and Expense Report by Project

47 - Benchwood Station

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.020.47 Township	963,084	7,945.65	1,058,064.69	1,066,010.34	102,926.34
4910.000.47 Reimbursements	0	0.00	10,267.81	10,267.81	10,267.81
Total Revenues	963,084	7,945.65	1,068,332.50	1,076,278.15	113,194.15
<u>Expenditures (All non-capitalized costs)</u>					
5310.000.47 Engineering Services-Benchwood Station	11,160	0.00	4,235.35	4,235.35	6,924.65
5330.000.47 ROW/Appraisals-Benchwood Station	55,000	0.00	0.00	0.00	55,000.00
5521.000.47 Inspection Svcs-Benchwood	100,249	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)	7,945.65	(360,312.56)	(352,366.91)	(324,896.91)

Income and Expense Report by Project

49 - Frederick Pike/OSR Imp Proj

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.030.49 County	43,850	0.00	0.00	0.00	(43,850.00)
4100.031.49 County Engineer	131,500	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)
<u>Expenditures (All non-capitalized costs)</u>					
5530.000.49 Construction - FP/OSR Peters/OSR	3,439,689	0.00	0.00	0.00	3,439,689.00
5540.001.49 Project Management Fee - Fred/OSR	160,400	0.00	0.00	0.00	160,400.00
6310.000.49 Misc Legal-FP/OSR Peters/OSR	13,468	0.00	0.00	0.00	13,468.00
Total Expenditures	3,613,557	0.00	0.00	0.00	3,613,557.00
Excess Revenue Over (Under) Expenditures	1,532	0.00	1,001,532.51	1,001,532.51	1,000,000.51

Income and Expense Report by Project

51 - Wastewater Treatment Plant

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.003.51 City of Union Project Deposit	667,850	4,296.00	643,839.00	648,135.00	(19,715.00)
Total Revenues	667,850	4,296.00	643,839.00	648,135.00	(19,715.00)
<u>Expenditures (All non-capitalized costs)</u>					
5530.008.51 Construction - Ph2 WWTP	663,735	4,296.00	643,839.00	648,135.00	15,600.00
6310.000.51 Misc Legal-WWTP Ph 2	4,115	0.00	0.00	0.00	4,115.00
Total Expenditures	667,850	4,296.00	643,839.00	648,135.00	19,715.00
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

Income and Expense Report by Project

54 - Martindale Phase 2

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.001.54 SIB Draw - MD Ph2 paid from code 54	45,215	0.00	68,857.54	68,857.54	23,642.54
Total Revenues	45,215	0.00	68,857.54	68,857.54	23,642.54
<u>Expenditures (All non-capitalized costs)</u>					
5310.001.54 Engineering Services-Martindale Ext Ph 2	6,713	0.00	11,712.75	11,712.75	(4,999.75)
5530.000.54 Construction - Martindale Ext 2	0	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
6310.000.54 Misc Legal-Martindale Ph 2	13,502	363.40	3,224.60	3,588.00	9,914.00
8400.000.54 Return of Project Reimburseables-Martindale Ph 2	0	0.00	9,000.00	9,000.00	(9,000.00)
Total Expenditures	45,215	363.40	401,392.35	401,755.75	(356,540.75)
Excess Revenue Over (Under) Expenditures	0	(363.40)	(332,534.81)	(332,898.21)	(332,898.21)

District PG: 33

Montgomery County Transportation Improvement District
Income and Expense Report by Project

56 - Ring Road

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.015.56 OPWC Funding Ring Rd	2,500,000	28,668.16	60,034.04	88,702.20	(2,411,297.80)
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	28,668.16	272,432.55	301,100.71	(5,061,208.29)
<u>Expenditures (All non-capitalized costs)</u>					
5110.000.56 Acquisition Costs	7,500	0.00	0.00	0.00	7,500.00
5310.001.56 Engineering Services-Ring Road Ph 1	198,691	0.00	194,889.65	194,889.65	3,801.35
5310.002.56 Engineering Services-Ring Road Const Docs	0	17,385.00	84,195.00	101,580.00	(101,580.00)
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	17,385.00	293,134.65	310,519.65	(51,145.65)
Excess Revenue Over (Under) Expenditures	5,102,935	11,283.16	(20,702.10)	(9,418.94)	(5,112,353.94)

Statement of Activity - MTD and YTD by Fund

708 - City of Brookville

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.000.00 City of Brookville	146,874	0.00	73,437.09	73,437.09	(73,436.91)
Total Revenues	146,874	0.00	73,437.09	73,437.09	(73,436.91)
<u>Expenditures (All non-capitalized costs)</u>					
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

Statement of Activity - MTD and YTD by Fund

710 - 675 Development Fund

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.000.00 City of Centerville	7,629	14,449.04	22,115.06	36,564.10	28,935.10
4111.002.00 SIB Draws for 675/Wilmington Interchange	81,183	0.00	9,880.31	9,880.31	(71,302.69)
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 submissions Ph2	7,629	0.00	16,726.22	16,726.22	9,097.22
4112.000.00 Greene County	0	0.00	17,284.07	17,284.07	17,284.07
Total Revenues	157,473	14,449.04	147,182.08	161,631.12	4,158.12
<u>Expenditures (All non-capitalized costs)</u>					
5310.000.00 Engineering Services	22,635	0.00	0.00	0.00	22,635.00
5310.001.00 675/Wilm Eng Serv	76,290	0.00	122,982.00	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	34,939.04	40,609.14	75,548.18	6,345.82
8630.000.00 Debt Service-Interest	20,938	8,408.07	10,765.58	19,173.65	1,764.35
Total Expenditures	201,957	43,347.11	174,356.72	217,703.83	(15,746.83)
Excess Revenue Over (Under) Expenditures	(44,484)	(28,898.07)	(27,174.64)	(56,072.71)	(11,588.71)

Statement of Activity - MTD and YTD by Fund

712 - Miamisburg Downtown Projects

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4132.000.50 City of Miamisburg	3,951,938	27,683.90	4,115,271.99	4,142,955.89	191,017.89
Total Revenues	3,951,938	27,683.90	4,115,271.99	4,142,955.89	191,017.89
<u>Expenditures (All non-capitalized costs)</u>					
5530.000.50 Construction - Sycamore Trails	3,951,938	27,683.90	4,115,271.99	4,142,955.89	(191,017.89)
5540.000.50 Project Management Fee - Sycamore Trails	309,000	0.00	309,000.00	309,000.00	0.00
Total Expenditures	4,260,938	27,683.90	4,424,271.99	4,451,955.89	(191,017.89)
Excess Revenue Over (Under) Expenditures	(309,000)	0.00	(309,000.00)	(309,000.00)	0.00

Income and Expense Report by Project

50 - Sycamore Trails

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4132.000.50 City of Miamisburg	3,951,938	27,683.90	4,115,271.99	4,142,955.89	191,017.89
Total Revenues	3,951,938	27,683.90	4,115,271.99	4,142,955.89	191,017.89
<u>Expenditures (All non-capitalized costs)</u>					
5530.000.50 Construction - Sycamore Trails	3,951,938	27,683.90	4,115,271.99	4,142,955.89	(191,017.89)
5540.000.50 Project Management Fee - Sycamore Trails	309,000	0.00	309,000.00	309,000.00	0.00
Total Expenditures	4,260,938	27,683.90	4,424,271.99	4,451,955.89	(191,017.89)
Excess Revenue Over (Under) Expenditures	(309,000)	0.00	(309,000.00)	(309,000.00)	0.00

Statement of Activity - MTD and YTD by Fund

715 - Riverside

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4131.000.00 City of Riverside (or earmarks)	544,930	0.00	596,749.46	596,749.46	51,819.46
Total Revenues	544,930	0.00	596,749.46	596,749.46	51,819.46
<u>Expenditures (All non-capitalized costs)</u>					
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	0.00	1,000.00	1,000.00	(1,000.00)
Total Expenditures	544,930	0.00	460,216.44	460,216.44	84,713.56
Excess Revenue Over (Under) Expenditures	0	0.00	136,533.02	136,533.02	136,533.02

Statement of Activity - MTD and YTD by Fund

716 - Clay Township/Clayton

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
Total Revenues	0	0.00	0.00	0.00	0.00
<u>Expenditures (All non-capitalized costs)</u>					
6310.000.00 Misc legal exp - Clay Twp	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)

Statement of Activity - MTD and YTD by Fund

717 - West Carrollton

For 10/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 10/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
Total Revenues	0	0.00	0.00	0.00	0.00
<u>Expenditures (All non-capitalized costs)</u>					
6300.000.00 Legal Expenses	0	0.00	999.35	999.35	(999.35)
6310.000.00 Misc legal exp - West Carrollton	0	363.40	0.00	363.40	(363.40)
Total Expenditures	0	363.40	999.35	1,362.75	(1,362.75)
Excess Revenue Over (Under) Expenditures	0	(363.40)	(999.35)	(1,362.75)	(1,362.75)

**Montgomery County TID
Bank Reconciliation
All Accounts**

As Of October 31, 2025

Key Bank Checking	363,779.81
Less Outstanding Checks	(17,521.46)
Key Bank Savings	26,556.66
Star Ohio	3,188,472.55
US Bank - Austin Landing	-
Reconciliation issue	(0.01)
Adjusted balance	<u>3,561,287.55</u>

Reconciliation of TID Unrestricted Cash Balance

Adjusted Bank Balance	3,561,287.55
Less Funds held for other:	
Sycamore Trails	(0.03)
Austin Landing Trust	-
Church Connector	(355.43)
Air Cargo (Concord)	(22,743.84)
675 Development	-
Riverside	-
Union/US 40 debt service	<u>(1,633,227.53)</u>

Fund	700 Operating Fund	1,897,649.39
	702 Austin Road	
	TID Deficit Carry on unreimbursed (b/c reserves)	-
	Austin East	(15,269.10)
	Miamisburg Funds:	
	Church Connector	355.43
	Austin Landing Phase 1/2 Trust	-
	Terrington PS/Deer Valley	-
	703 725/741 Development Fund	(689.98)
	707 I70/I75 Development Fund	-
	City of Union TIF Deposits (used for others)	903,833.76
	City of Union - Other Projects	729,393.77
	US 40	0.19
	Benchwood Station	9,676.01
	Air Cargo (Concord)	22,743.84
	710 675 Development Fund	20,414.81
	712 Downtown Miamisburg	-
	Riverfront Park Phase 2	-
	Sycamore Trails	0.03
	715 Riverside	(4,580.00)
	716 Clay Twp/Clayton	(877.85)
	717 West Carrollton	(1,362.75)
	Total	<u>3,561,287.55</u>
	Variance	<u>-</u>

Unrestricted TID Cash Balance for operations - CM	1,904,960.72
Unrestricted TID Cash Balance for operations - PM	1,925,936.16

Project Carrying Costs

Austin East	15,269
Riverside	4,580
725/741 Pedestrian Access	690
West Carrollton	1,363
	<u>-</u>
	<u>21,902</u>

TID Fees 2025 year to date:

Union Development Fees	40,000
Frederick/OSR Intersection	50,000
Martindale Phase 2	25,000
Ring Road	30,000
Church Connector	25,000
Sycamore Trails	309,000
Union Paving	15,000
Dayton Freight	10,000
Benchwood	12,572
Union TIF management	45,000
Total Project Fees	<u>561,572</u>
Other Operating Revenue - Montgomery County	<u>300,000</u>

MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT
RESOLUTION NUMBER 2025-72

PACKET PG: 42

**RESOLUTION APPROVING OCTOBER 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.

NOW, BE IT THEREFORE RESOLVED by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached Bills and Expenses for October 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.

Adopted the 13th day of November, 2025.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____

Secretary/Treasurer

Bills & Expenses for Board Approval, Expense Report Approved by Board Members, Expenses Approved by the TID Staff

October 1 - 31, 2025

OPERATIONS		
ACCE	\$ 337.03	Disability Benefits
American Society of Civil Engineers	\$ 296.00	Membership Renewal (S. Morton)
Bureau of Worker's Compensation	\$ 444.57	Monthly Contributions
Charles E. Harris & Associates	\$ 3,570.00	Independent Auditor Services
Fraunfelter Accounting Services	\$ 577.50	Accounting Services - September
Vanessa Glotfelter	\$ 326.80	Expense Report - September
Vanessa Glotfelter	\$ 686.62	Credit Card - October
Veronica Hull	\$ 146.20	Expense Report - September
Mike Eddy, Consultant	\$ 1,602.61	Professional Services - September
Microsoft	\$ 245.10	Monthly Licenses/Subscription Fees
Montgomery County Facilities Management	\$ 18,234.45	2025 Annual Office Rent
Montgomery County Human Services	\$ 7,884.00	Health Benefits - August
Montgomery County Purchasing	\$ 103.44	Parking/Validations/Postage
Sam Morton	\$ 604.20	Expense Report - September
Office Supplies/Misc.	\$ 80.61	Office / Paper / Printing Supplies / Parking
Sebaly, Shillito + Dyer	\$ 5,592.65	Legal Services - June, July, August 2025
Sonesta Hotel (Columbus)	\$ 580.16	OTEC Lodging (V. Glotfelter, S. Morton)
Superior Dental	\$ 283.56	Dental Benefits
Treasurer State of Ohio	\$ 365.40	2024 IPA Quality Review
AUSTIN EAST		
TEC Engineering	\$ 2,272.50	TIS Revisions
Sebaly, Shillito + Dyer	\$ 8,756.10	Legal Services - June, July, August 2025
RIVER DISTRICT		
Sebaly, Shillito + Dyer	\$ 363.40	Legal Services - June, July, August 2025
SYCAMORE TRAILS		
Double Jay Construction	\$ 27,683.90	Construction - Pay Application #18
CHURCH CONNECTOR		
CenterPoint Energy	\$ 800.00	Application for Encroachment
STATE ROUTE 49		
Sebaly, Shillito + Dyer	\$ 999.35	Legal Services (Clay Township) - June, July, August 2025
BENCHWOOD STATION		
Sebaly, Shillito + Dyer	\$ 7,945.65	Legal Services (ROW) - June, July, August 2025
CITY OF UNION PROJECT DEVELOPMENT		
Sebaly, Shillito + Dyer	\$ 545.10	Legal Services - June, July, August 2025
2025 UNION PAVING		
Balsbaugh Excavating	\$ 155,560.55	Pay Application #1
OLD SPRINGFIELD ROAD / PETERS PIKE		
Balsbaugh Excavating	\$ 545,569.00	Construction - Pay Application #3
Sebaly, Shillito + Dyer	\$ 2,471.35	Legal Services - June, July, August 2025
MARTINDALE RD EXTENSION		
Sebaly, Shillito + Dyer	\$ 363.40	Legal Services (Phase 2) - June, July, August 2025
RING ROAD PROJECT		
Arcadis Engineering Services	\$ 17,385.00	Engineering Services
WASTEWATER TREATMENT PHASE 2		
Balsbaugh Excavating	\$ 4,296.00	Construction - Pay Application #17

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

PACKET PG: 44

RESOLUTION NUMBER 2025-73

**RESOLUTION AMENDING ANNUAL APPROPRIATION FOR CALENDAR YEAR 2025 FOR
THE MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT**

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

WHEREAS, the Executive Director and the Finance Director have recommended that the Board amend its appropriation for calendar year 2025 to adjust for final anticipated revenues and expenditures for the year as detailed in the attached revised annual appropriation for 2025.

NOW, BE IT THEREFORE RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached amended annual appropriation for the TID for 2025 be and is hereby adopted.

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

Adopted the 13th day of November, 2025.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____

Secretary/Treasurer

**MONTGOMERY COUNTY TID
AMENDED BUDGET 2025
FUND #700 - OPERATING FUND**

Fund Description: The primary purpose of this fund is to account for the administrative and operational costs of the TID. A positive fund balance is anticipated in this fund at the end of 2025. This balance will be required in order to fund the operations of the TID into the future.

	Account Category	Current 2025 Budget	Amended 2025 Budget	
Revenues:	Interest	\$ 100,000	\$ 160,000	60,000
	Montgomery County SEED			-
	Montgomery County Supplemental Projects Agmt	300,000	300,000	-
	Charges For Services:			
	Union Projects - Dev Fee	48,000	48,000	-
	Sycamore Trails	259,000	324,550	65,550
	Mound Connector	25,000	25,000	-
	Austin East (Miami Twp)	25,000	50,000	25,000
	Martindale Ph 2	25,000	25,000	-
	Old Springfield/Peters (Dayton Freight)	-	10,000	10,000
	Ring Road Ph 1	30,000	30,000	-
	Frederick/OSR	160,400	50,000	(110,400)
	Woodman Gateway	25,000	-	(25,000)
	Union 2025 Paving Project	15,000	15,000	-
	Butler Township Benchwood Station	-	12,572	12,572
	Union TIF Management Fee	-	45,000	45,000
	Other revenues	-	-	-
	Total Revenues	1,012,400	1,095,122	82,722
	Cash Balance (12/31/24)	2,041,796	2,041,796	
	Total Funds Available	3,054,196	3,136,918	
Expenses:				
	Wages and Salary Related	450,000	470,000	20,000
	Retirement	55,000	57,000	2,000
	Health/Dental Insurance	95,000	95,000	-
	Medicare	6,000	6,500	500
	Disability/Life Benefits	8,000	4,100	(3,900)
	Worker's Compensation	5,500	5,800	300
	Employee Reimbursements	20,000	22,000	2,000
	Professional Services			-
	Advertising/Printing/Courier Services/Postage	3,000	2,000	(1,000)
	Subscriptions/Dues	25,000	25,000	-
	IT Support / Internet	12,000	7,500	(4,500)
	Legal	50,000	27,000	(23,000)
	Other			-
	Bank Charges/Payroll	5,500	4,300	(1,200)
	Insurance	35,000	34,909	(91)
	Office Supplies	3,000	2,600	(400)
	Office Rent	9,000	18,235	9,235
	Miscellaneous	5,500	3,500	(2,000)
	Office Equipment	5,000	-	(5,000)
	Contractual Services			-
	Fraunfelter Acct. Services	20,000	14,000	(6,000)
	Mike Eddy engineering	50,000	32,000	(18,000)
	Other consultants	15,000	-	
	Audit includes GFOA filing fees	23,000	19,170	(3,830)
	Public Relations	8,500	19,500	11,000
	Other	25,000	25,000	-
	Total Expenses	934,000	895,114	(38,886)
	Year End Balance (budget basis)	2,120,196	2,241,804	121,608

* Funds the TID allocate to reserves from the operating fund are allocated to those funds for budgeting purposes

**MONTGOMERY COUNTY TID
AMENDED PROJECT BUDGET - 2025
FUND #702 - Austin Interchange**

Account Category	2025 Project Budgets				Total	Current Budget
	Prior project Debt Service	Austin East	Mound/Church Connector	Deer Valley		
Revenues:						
Miami Twp		89,511			89,511	
Miamisburg			54,226	43,920	98,146	
HSIP / Safety Funds			360,500		360,500	
Local Contributions - Debt Service	1,012,303				1,012,303	
 Total Revenues	 1,012,303	 89,511	 414,726	 43,920	 1,560,460	 1,782,848
Cash Balance (12/31/2024)					46,883	
Total Funds Available	1,012,303	89,511	414,726	43,920	1,607,343	
 Expenditures						
Construction				76,944	76,944	
Contract Services			800		800	
Legal Services		15,000	-		15,000	
TID Fee		50,000	25,000		75,000	
Inspections				1,500	1,500	
Engineering Services		15,150	395,150		410,300	
Return of Funds				19,668	19,668	
Debt Service:					-	
Austin Landing Phase 2	808,806				808,806	
Lyons Road - SIB	56,910				56,910	
Lower Miamisburg Road - SIB	146,587				146,587	
 Total Expenses	 \$ 1,012,303	 \$ 80,150	 \$ 420,950	 \$ 98,112	 \$ 1,611,515	 1,836,254
 FY 2025 Year End Balance (budget basis)					(4,172)	(53,406)

**MONTGOMERY COUNTY TID
AMENDED PROJECT BUDGET - 2025
FUND #703 - 725/741 Development Fund**

Account Category	2025 Project Budgets	
	Prior project Debt Service	Current Budget
<u>Revenues:</u>		
Intergovernmental - Vienna Parkway (SIB Debt)	265,219	
75/725 Payments from Miamisburg		
75/725 Payments from JEDD		
Total Revenues	265,219	468,925
Cash Balance (12/31/24)	-	
Total Funds Available	265,219	
<u>Expenditures</u>		
Contract Services		
Construction related services		
Legal Services		
TID Fee		
Debt Service:		
Debt Service - Principal	232,974	
Debt Service - Interest/Closing Costs	32,245	
Total Expenses	\$ 265,219	468,925
FY 2025 Year End Balance (budget basis)	\$ -	-

**MONTGOMERY COUNTY TID
AMENDED PROJECT BUDGET - 2025
FUND #707 - 70/75 Development Fund**

Account Category	TOTAL AMENDED BUDGET	CURRENT BUDGET
<u>Revenues:</u>		
Intergovernmental - City of Union	3,739,618	
Intergovernmental - Montgomery County	104,834	
Intergovernmental - MCEO	38,649	
Intergovernmental - City of Union TIF	1,696,839	
Intergovernmental - City of Vandalia	29,252	
Intergovernmental - Butler Township	1,078,583	
Intergovernmental - SIB Draws	425,836	
Intergovernmental - City of Dayton	25,000	
SBIG 629	362,309	
TID/JC Grants	27,538	
OPWC	344,162	
Other Reimbursements	368,432	
Total Revenues	8,241,052	15,616,623
Cash Balance (12/31/24)	2,166,597	
Total Funds Available	10,700,124	
<u>Expenditures</u>		
Right of Way Related Costs	168,800	
Engineering	825,161	
Contract Services	104,423	
TID Fee	235,572	
Inspection	96,350	
Construction Related Costs	6,560,468	
Maintenance Payment	25,000	
Return of Funds	870,136	
Legal Services	88,150	
US 40 - SIB	343,754	
Principal - SIB (Intg Pay) 2025 last year	1,402,665	
Principal - Dayton Port (Intg Pay)	100,000	
Interest - SIB (Intg Pay)	69,121	
Interest - Dayton Port (Intg Pay)	3,637	
Total Expenses	\$ 10,893,237	9,475,757
FY 2025 Year End Balance (budget basis)	\$ (193,113)	(386,226)

**MONTGOMERY COUNTY TID
AMENDED PROJECT BUDGET - 2025
FUND #708 - Brookville**

	<u>2025 Project Budgets</u>
<u>Account Category</u>	<u>Debt Service</u>
<u>Revenues:</u>	
Intergovernmental - Brookville	<u>146,874</u>
Total Revenues	146,874
Cash Balance (12/31/24)	-
Total Funds Available	<u><u>146,874</u></u>
<u>Expenditures</u>	
Debt Service - Principal*	99,208
Debt Service - Interest	<u>47,666</u>
	-
Total Expenses	<u><u>\$ 146,874</u></u>
FY 2025 Year End Balance (budget basis)	\$ -

**MONTGOMERY COUNTY TID
AMENDED PROJECT BUDGET - 2025
FUND #710 - 675 Development Fund**

Account Category	2025 Project Budgets			Total Amended	Current Budget
	Debt Service	675 / Wilm Ph 1	675 / Wilm Ph 2		
Revenues:					
Intergovernmental - Centerville	28,779		12,243	41,022	
Intergovernmental - Greene County	34,572			34,572	
Intergovernmental - Sugarcreek Twp	6,537			6,537	
SIB 230006 (GC Local Share TRAC)			12,402	12,402	
TRAC-ODOT 80%			97,940	97,940	
Intergovernmental Sugar Creek Twp/Greene County*				-	
Intergovernmental - SIB 210006		22,834		22,834	
Total Revenues	69,888	22,834	122,585	215,307	157,473
Cash Balance (12/31/24)				37,957	
Total Funds Available	69,888	22,834	122,585	253,264	
Expenditures					
Contract Services					
Engineering		22,834	122,585	145,419	
Legal Services		-	-	-	
Return of Funds				-	
TID Fee				-	
Debt Service:				-	
Debt Service - SIB 210006 Principal	69,072			69,072	
Debt Service - SIB 210006 Interest	17,265			17,265	
Debt Service - SIB 230006 Principal	22,436			22,436	
Debt Service - SIB 230006 Interest	5,600			5,600	
	-				
Total Expenses	\$ 114,373	\$ 22,834	\$ 122,585	\$ 259,792	201,957
FY 2025 Year End Balance (budget basis)				\$ (6,528)	(44,484)

**MONTGOMERY COUNTY TID
AMENDED PROJECT BUDGET - 2025
FUND #712 - Miamisburg Downtown Projects**

Account Category	2025 Project Budgets		Current Budget
	Sycamore Trails		
Revenues:			
Intergovernmental - Miamisburg	3,917,115		
Total Revenues	3,917,115		3,951,938
Cash Balance (12/31/24)	309,000		
Total Funds Available	4,226,115		
Expenditures			
Construction Contract	4,210,565		
TID Fee	15,550		
Construction Related Costs	-		
Legal Services	-		
Total Expenses	\$ 4,226,115		4,260,938
FY 2025 Year End Balance (budget basis)	\$ -		(309,000)

**MONTGOMERY COUNTY TID
AMENDED PROJECT BUDGET - 2025
FUND #715 - RIVERSIDE PROJECTS**

Account Category	2025 Project Budgets			Current
	Woodman Ph 4	Gateway	Total	Budget
<u>Revenues:</u>				
Intergovernmental	596,749	27,000	623,749	544,930
Total Revenues	596,749	27,000	623,749	
Cash Balance (12/31/24)		-	-	
Total Funds Available	596,749	27,000	623,749	
<u>Expenditures</u>				
Engineering	457,837	-	457,837	
Return of Funds	1,000		1,000	
TID Fee	-	25,000	25,000	
Legal Services	-	2,000	2,000	
Total Expenses	\$ 458,837	\$ 27,000	\$ 485,837	544,930
FY 2025 Year End Balance (budget basis)	\$ 137,912	\$ -	\$ 137,912	-

**MONTGOMERY COUNTY TID
AMENDED PROJECT BUDGET - 2025
FUND #716 - Clay Twp/Clayton**

Account Category	2025 Project Budgets SR-49
<u>Revenues:</u>	
Clay Township	1,500
City of Clayton	-
Total Revenues	1,500
Cash Balance (12/31/24)	
Total Funds Available	1,500
<u>Expenditures</u>	
Engineering	-
TID Fee	-
Legal Services	1,500
Total Expenses	\$ 1,500
FY 2025 Year End Balance (budget basis)	\$ -

**MONTGOMERY COUNTY TID
AMENDED PROJECT BUDGET - 2025
FUND #717 - West Carrollton**

2025 Project Budget

<u>Account Category</u>	<u>WC River District</u>
<u>Revenues:</u>	
West Carrollton	<u>125,000</u>
Total Revenues	125,000
Cash Balance (12/31/24)	-
Total Funds Available	<u><u>125,000</u></u>
<u>Expenditures</u>	
Right of Way Settlement	
Construction Contract	120,000
Legal Services	<u>5,000</u>
Total Expenses	<u><u>\$ 125,000</u></u>
FY 2025 Year End Balance (budget basis)	\$ -

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

PACKET PG: 55

RESOLUTION NUMBER 2025-74

**RESOLUTION APPROVING AN AGREEMENT WITH RG PROPERTIES, INC. FOR PARCEL
ACCESS RELATED TO THE AUSTIN CROSSING PROJECT**

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

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

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

WHEREAS, by action of Resolution 2025-53, the Board approved the Austin Crossing Project Management & Financing Agreement ("PMFA") with the Township for the development of the area on the east side of State Route 741 at the intersection of Landing Way including (1) the design, engineering, financing, and/or construction of certain related public improvements to provide safe access to the developed area, (2) tying in a signalized intersection on the east side of State Route 741 and (3) constructing associated connecting roadways; and

WHEREAS, RG Properties, Inc. ("RG") has requested access to certain parcels owned by the TID for RG's duly authorized employees, agents, and contractors to perform clearing and grubbing, removal of asphalt, placing and compacting fill, excavation of material, installation of retaining walls where needed, and installation of soil and erosion control measures; and

WHEREAS, the Executive Director, in concurrence with the Township, has determined RG will need access for the purposes of performing work described in the attached agreement and recommends approval of the Work Agreement with RG Properties.

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

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

BE IT FURTHER RESOLVED, by the Board that copies of this resolution be provided to the Executive Director, Secretary/Treasurer, Finance Director, TID's General Counsel, Miami Township, and RG Properties, Inc.

Adopted the 13th day of November, 2025.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

WORK AGREEMENT

by and between

Montgomery County Transportation Improvement District

and

RG Properties, Inc.

The Montgomery County Transportation Improvement District [“Owner”], the owner of the property located situated in Miami Township in Montgomery County, County, Ohio as described on Exhibit A hereto, in consideration of there being no costs, assessments, or other expenses to Owner for the work hereinafter described, hereby authorizes RG Properties, Inc., an Ohio corporation [“RG”], and its duly authorized employees, agents, and contractors to enter upon said property for the purposes of performing the work described in Exhibit B attached hereto and by this reference incorporated herein [“Work”].

This authority to enter granted to RG shall commence on the date of the last execution hereof and will terminate on the earlier of (a) the date of transfer of said property to RG or its affiliate(s) or (b) December 31, 2026.

The Work shall be performed in accordance with Exhibit B.

RG shall indemnify Owner from any and all liabilities, losses, costs or expenses (including, without limitation, reasonable attorney’s fees) which the Owner may suffer by reason of RG’s performance of the Work, excluding liabilities arising out of conditions merely discovered by RG.

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Owner and RG and their respective heirs, executors, administrators, successors and assigns.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, and is signed by Owner and RG.

IN WITNESS WHEREOF, the parties hereto, have executed this Agreement on the date(s) indicated immediately below their respective signatures.

Montgomery County Transportation
Improvement District

RG Properties, Inc., an Ohio corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A

DESCRIPTION OF PROPERTY

PARCEL 1:

Parcel 12-WD

Situated in the Northwest Quarter of Section 10, Town 2, Range 5, M.Rs., Miami Township, Montgomery County, Ohio, and being all of the lands described in Parcel No. 12-WD, conveyed to Montgomery County Transportation Improvement District as recorded in I.R. Deed 24-036009 containing 0.459 acres, more or less, of the Montgomery County, Ohio, Records, and being more particularly described as follows:

Being a parcel of land lying on the right side of the centerline of a survey, made by the Department of Transportation, and recorded in Plat Book 105, Page 70, of the Montgomery County, Ohio, Records;

COMMENCING at the point of intersection of the existing centerlines of S.R. #741 (aka Springboro Pike) [Variable Width Limited Access Right-of-Way] and Austin Road [Variable Width Public Right-of-Way];

Thence leaving the existing centerline of said Austin Road, with the existing centerline of said S.R. #741, North 05 degrees 12 minutes 14 seconds East a distance of 746.71 feet to a point;

Thence leaving the existing centerline of said S.R. #741, South 88 degrees 35 minutes 48 seconds East a distance of 54.45 feet to a point in the existing easterly Limited Access Right-of-Way line of said S.R. #741, said point also being the POINT OF BEGINNING for the property being described herein;

Thence with said existing easterly Limited Access Right-of-Way line on the arc of a curve to the left having a radius of 12337.67 feet, an arc length of 228.27 feet to a point, the chord of said arc bears North 03 degrees 22 minutes 35 seconds East a distance of 228.27 feet;

Thence leaving said existing easterly Limited Access Right-of-Way line, South 86 degrees 55 minutes 06 seconds East a distance of 88.00 feet to a point in the existing easterly Right-of-Way line of Service Road #1 (88-foot Public Right-of-Way);

Thence with said existing easterly Right-of-Way line on the arc of a curve to the right having a radius of 12425.67 feet, an arc length of 225.69 feet to a point, the chord of said arc bears South 03 degrees 22 minutes 08 seconds West a distance of 225.69 feet;

Thence leaving said existing Right-of-Way line, North 88 degrees 35 minutes 48 seconds West a distance of 88.08 feet to the POINT OF BEGINNING.

Containing 0.4585 acre, more or less.

The above description was prepared by Dennis T. Dinkelacker Registered Professional Land Surveyor No. 7736, on September 19, 2025, and describes all of the lands described in Parcel No. 12-WD, conveyed to Montgomery County Transportation Improvement District as recorded in I.R. Deed 24-036009 and containing 0.459 acres, more or less, of the Montgomery County, Ohio Records.

Bearings are based on the existing centerline of a survey, made by the Department of Transportation, and recorded in Plat Book 105, Page 70 (North 05 degrees 12 minutes 14 seconds East) and the Ohio State Plane Coordinate System, South Zone (3402), NAD '83 (2011-CORS) per GPS observations.

For Informational Purposes Only:

PPN: K45 02602 0039

Property Address: Springboro Pike, Dayton, OH 45449

PARCEL 2:

Parcel 13-WD

Situated in the Northwest Quarter of Section 10, Town 2, Range 5, M.Rs., Miami Township, Montgomery County, Ohio, and being all of the lands described in Parcel No. 13-WD, conveyed to Montgomery County Transportation Improvement District as recorded in I.R. Deed 24-036009 containing 0.691 acres, more or less, of the Montgomery County, Ohio Records, and being more particularly described as follows:

Being a parcel of land lying on the right side of the centerline of a survey, made by the Department of Transportation, and recorded in Plat Book 105, Page 70, of the Montgomery County, Ohio Records;

COMMENCING at the point of intersection of the existing centerlines of S.R. #741 (aka Springboro Pike) [Variable Width Limited Access Right-of-Way] and Austin Road [Variable Width Public Right-of-Way];

Thence leaving the existing centerline of said Austin Road, with the existing centerline of said S.R. #741, North 05 degrees 12 minutes 14 seconds East a distance of 976.73 feet to a point;

Thence leaving the existing centerline of said S.R. #741, South 88 degrees 35 minutes 48 seconds East a distance of 47.08 feet to a point in the existing easterly Limited Access Right-of-Way line of said S.R. #741, said point also being the POINT OF BEGINNING for the property being described herein;

Thence with said existing easterly Limited Access Right-of-Way line on the arc of a curve to the left having a radius of 12337.67 feet, an arc length of 258.26 feet to a point, the chord of said arc bears North 02 degrees 14 minutes 48 seconds East a distance of 258.26 feet;

Thence continuing with said existing easterly Limited Access Right-of-Way line on the arc of a curve to the right having a radius of 12217.67 feet, an arc length of 71.29 feet to a point, the chord of said arc bears North 01 degrees 48 minutes 51 seconds East a distance of 71.29 feet;

Thence leaving said existing easterly Limited Access Right-of-Way line, South 85 degrees 39 minutes 37 seconds East a distance of 119.10 feet to a point in the existing easterly Right-of-Way line of Service Road #1 (Variable Width Public Right-of-Way);

Thence with said existing easterly Right-of-Way line on the arc of a curve to the right having a radius of 55.00 feet, an arc length of 49.59 feet to a point, the chord of said arc bears South 26 degrees 56 minutes 21 seconds West a distance of 47.93 feet;

Thence continuing with said existing easterly Right-of-Way line on the arc of a curve to the left having a radius of 28.73 feet, an arc length of 25.63 feet to a point, the chord of said arc bears South 27 degrees 12 minutes 28 seconds West a

distance of 24.79 feet;

Thence continuing with said existing easterly Right-of-Way line on the arc of a curve to the right having a radius of 12425.67 feet, an arc length of 260.46 feet to a point, the chord of said arc bears South 02 degrees 14 minutes 51 seconds West a distance of 260.46 feet;

Thence leaving said existing Right-of-Way line, North 86 degrees 55 minutes 06 seconds West, a distance of 88.00 feet to the POINT OF BEGINNING.

Containing 0.6908 acre, more or less.

The above description was prepared by Dennis T. Dinkelacker Registered Professional Surveyor No. 7736, on September 19, 2025, and describes all of the lands described in Parcel No. 13-WD, conveyed to Montgomery County Transportation Improvement District as recorded in I.R. Deed 24-036009 and containing 0.691 acres, more or less, of the Montgomery County, Ohio Records.

Bearings are based on the existing centerline of a survey, made by the Department of Transportation, and recorded in Plat Book 105, Page 70 (North 05 degrees 12 minutes 14 seconds East) and the Ohio State Plane Coordinate System, South Zone (3402), NAD '83 (2011-CORS) per GPS observations.

For Informational Purposes Only:

PPN K45 02602 0041

Property Address: Springboro Pike, Dayton, OH 45449

PARCEL 3:

Parcel 15-WD

Situated in the Northwest Quarter of Section 10, Town 2, Range 5, M.Rs., Miami Township, Montgomery County, Ohio, and being all of the lands described in Parcel No. 15-WD, conveyed to Montgomery County Transportation Improvement District as recorded in I.R. Deed 24-036009 containing 0.136 acres, more or less, of the Montgomery County, Ohio Records, and being more particularly described as follows:

Being a parcel of land lying on the right side of the centerline of a survey, made by the Department of Transportation, and recorded in Plat Book 105, Page 70, of the Montgomery County, Ohio Records;

COMMENCING at the point of intersection of the existing centerlines of S.R. #741 (aka Springboro Pike) [Variable Width Limited Access Right-of-Way] and Austin Road [Variable Width Public Right-of-Way];

Thence leaving the existing centerline of said Austin Road, with the existing centerline of said S.R. #741, North 05 degrees 12 minutes 14 seconds East a distance of 1307.11 feet to a point;

Thence leaving the centerline of said S.R. #741, South 85 degrees 39 minutes 37 seconds East a distance of 29.52 feet to a point in the existing easterly Limited Access Right-of-Way line of said S.R. #741, said point also being the POINT OF BEGINNING for the property being described herein;

Thence with said existing easterly Limited Access Right-of-Way line on the arc of a curve to the right having a radius of 12217.67 feet, an arc length of 50.04 feet to a point, the chord of said arc bears North 02 degrees 05 minutes 56 seconds East a distance of 50.04 feet, said point also being at the northwest corner of the existing Right-of-Way line of Service

Road #1 (Variable Width Public Right-of-Way);

Thence leaving said existing easterly Limited Access Right-of-Way line with said existing northerly Right-of-Way line South 85 degrees 39 minutes 37 seconds East a distance of 118.23 feet to a point at the Northeast corner of the aforesaid existing Right-of-Way;

Thence with said existing easterly Right-of-Way line, South 01 degrees 06 minutes 35 seconds West a distance of 50.08 feet to a point;

Thence leaving said existing Right-of-Way line, North 85 degrees 39 minutes 37 seconds West a distance of 119.10 feet to the POINT OF BEGINNING.

Containing 0.1362 acre, more or less.

The above description was prepared by Dennis T. Dinkelacker Registered Professional Land Surveyor No. 7736, on September 19, 2025, and describes all of the lands described in Parcel No. 15-WD, conveyed to Montgomery County Transportation Improvement District as recorded in I.R. Deed 24-036009 and containing 0.136 acres, more or less, of the Montgomery County, Ohio Records.

Bearings are based on the existing centerline of a survey, made by the Department of Transportation, and recorded in Plat Book 105, Page 70 (North 05 degrees 12 minutes 14 seconds East) and the Ohio State Plane Coordinate System, South Zone (3402), NAD '83 (2011-CORS) per GPS observations.

For Informational Purposes Only:

PPN: K45 02602 0037

Property Address: State Route 741, Dayton, OH 45449

EXHIBIT B

DESCRIPTION OF WORK

Clearing and grubbing, removal of asphalt, placing and compacting fill, excavation of material, installation of retaining walls where needed, and installation of soil and erosion control measures.

4885902.2

RESOLUTION NUMBER 2025-75

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND
ENTER INTO A PROJECT MANAGEMENT AND FINANCING AGREEMENT
WITH THE CITY OF UNION FOR THE OLD SPRINGFIELD CURVE PROJECT**

WHEREAS, the Board of Trustees ("Board") of the Montgomery County Transportation Improvement District ("TID") and the City of Union, Ohio ("City"), by action of Resolution 2021-29 authorized the 2021 City of Union Projects Agreement, which identified certain projects for the development and construction in anticipation of various infrastructure improvement projects to support economic development within the City and encourage public and private development in the City; and

WHEREAS, by action of Resolution 2024-64, the Board approved a Project Management & Financing Agreement ("PMFA") with the City for Phase 1 of the Ring Road Completion Project Series which included financing, engineering, design, planning, and project development for multiple projects along the Ring Road; and

WHEREAS, the City now desires to proceed with the realignment and reconstruction of approximately 1,850 feet of Old Springfield Road east of the Dayton Freight Development parcel and engage the TID to manage and implement the construction of the Old Springfield Curve Project ("Project"); and

WHEREAS, the Executive Director has negotiated the terms of the PMFA for the Project with the City and has recommended that the agreement be approved.

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

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

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

Adopted the 13th day of November, 2025.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

**OLD SPRINGFIELD CURVE
PROJECT MANAGEMENT AND FINANCING AGREEMENT**

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

- A. The Parties entered into that certain 2021 Union Projects Agreement dated on or about May 10, 2021 (the “**Original Projects Agreement**”), which was subsequently amended by that certain First Amendment to 2021 Union Projects Agreement dated on or about November 16, 2022 (the “**First Amendment**”, and together with the Original Projects Agreement, the “**Projects Agreement**”), whereby the Parties: (i) identified certain projects for the construction and development of streets, highways, interchanges and other infrastructure improvements for areas within and adjacent to the City to encourage public and private development in the City, and to enhance the viability of development within the City generally (the “**Identified Projects**”); and (ii) set forth a framework for the joint planning, financing, construction, acquisition, improvement and implementation of the Identified Projects;
- B. In addition to the Identified Projects, the Projects Agreement provides that the City Manager and the Executive Director of the TID may revise the list of Projects by their mutual written agreement;
- C. By signing below, the City Manager and the Executive Director of the TID have so agreed to establish the realignment and reconstruction of approximately 1,850 feet of Old Springfield Road as a “Project” for the purposes of the Projects Agreement (the “**Project**”);
- D. The Project is a portion of what was formerly referred to as “Phase 2” by that certain Ring Road Completion – Phase 1 Project Management and Financing Agreement dated on or about June 20, 2024 between the Parties (the “**Ring Road Phase 1 PMFA**”);
- E. This Agreement replaces and supersedes the Ring Road Phase 1 PMFA to the extent it relates to the Project;
- F. The Projects Agreement provides that to the extent the Parties mutually desire to proceed to finance and/or construct an Identified Project, the Parties will negotiate and enter into a Project Management and Financing Agreement to set forth their respective rights and obligations with respect to such financing and/or construction (a “**PMFA**”); and
- G. The Parties desire to accomplish the Project by entering into this Agreement as a PMFA pursuant to the Projects Agreement and to set forth in more detail each of their respective obligations with respect to the Project, and therefore, the City, and the TID, acting pursuant to Resolution No. 2025-____ adopted by its Board of Trustees on _____, have each authorized the execution of this Agreement.

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

1. **The Project Generally.** The Parties hereby agree to cooperate to design and construct the Project as set forth in this Agreement. Subject to the terms and conditions of this Agreement, and based upon: (A) the powers of the TID pursuant to Chapter 5540 of the Revised Code; and (B) the City's obligations in this Agreement, the TID will let, manage, supervise, and construct the Project and enter into such consulting, design, engineering, construction and other contracts as necessary or helpful in fulfilling the TID's obligations under this Agreement. Throughout the construction of the Project, the TID will cooperate with the City, respond to requests from the City and keep the City apprised of the TID's progress with respect to the Project. Subject to the terms and conditions of this Agreement, the TID will deliver the Project on a turnkey basis.

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

3. **Project Schedule.** The schedule for the Project is attached hereto as Exhibit B (the "**Schedule**"). The Parties may modify the Schedule by the mutual written agreement of the Executive Director of the TID and the City Manager. The Parties agree to use their reasonable commercial efforts to adhere to the Schedule.

4. **Project Budget.**

A. The budget for the Project is set forth in Exhibit C (the "**Budget**"). The Parties acknowledge that they may further develop or modify the Budget during the course of the Project by amending the Budget in a writing executed by all Parties. The City acknowledges that the Budget contains, and the City hereby grants the TID the right to retain, a fee as compensation to the TID for the TID's services related to the Project (the "**TID Management Fee**").

B. The City will fulfill its payment obligations hereunder and as set forth in the Budget by timely paying the amounts of such obligations (including amounts related to any contingencies) to the TID, including any necessary advances with respect thereto (less fees payable to the TID) in a segregated fund for the benefit of the Project (the "**Fund**") and the TID will use the Fund solely to accomplish the Project. Within forty-five (45) days after construction of the Project is completed, the TID will deliver the balance of the Fund, if any, to the City, or otherwise allocate or reallocate the Fund as mutually agreed.

C. Notwithstanding anything in this Agreement to the contrary, the TID will not be obligated to provide for any products or services related to the Project in excess of the funds actually received by the TID from the City or third-party funding sources, less the TID Management Fee.

5. **Specific Project Provisions.**

A. Effective Date and Termination. The Project will begin on the Effective Date and will terminate upon the earlier of: (i) the date both Parties have completed their respective obligations; provided, however, any obligations not completed by a Party may be waived (in writing) by the other Parties; (ii) the date both Parties agree, in writing, to terminate the Project; and or (iii) immediately upon written notice to a Party in the event the Party breaches its obligations hereunder and fails to cure such breach within fifteen (15) days following written notice from the non-breaching Party.

B. Remaining Design/Engineering Tasks; Prepaid Costs. The TID will procure any remaining third-party design and engineering services necessary to construct the Project. **The**

Parties acknowledge that the Budget reflects the fact that certain costs for design, engineering, and right-of-way for the Project were budgeted for and paid to the TID by the City in connection with the Ring Road Phase 1 PMFA (the “**Prior Design/ROW Costs**”), and the Budget attached hereto reflects the additional amounts estimated to be necessary to complete design, engineering, and right-of-way in excess of the Prior Design/ROW Costs.

C. Specific TID Management Services. The TID will provide project planning, project coordination, strategy development, and project supervision services for the Project (the “**TID Management Services**”). The TID will pay all invoices for services related to the foregoing (the “**Third Party Services and Costs**”) so long as such Third Party Services and Costs are satisfactory to the TID and such invoices are within the Budget. The TID will keep the City apprised of the progress of the Project as compared to the Budget at Progress Meetings (as described in Section 8 below) and will provide the City such supporting information as reasonably requested on a timely basis.

6. **Funding for the Project.**

A. In General. As a general matter, the City will be obligated to fund all amounts necessary to complete the Project in a timely manner so as to maintain the Schedule, whether via a borrowing or alternative source of funds. Without limiting the foregoing, the City will be responsible to fund all amounts set forth in the Budget in excess of the funds received in connection with any borrowing and/or any funds received from third parties, if any.

B. Utilization of Funds. The TID will determine, with the consultation of the City, the method and sequencing of the utilization of funds available to the TID for the Project, with the goals of achieving efficient fund allocation and maximization of reimbursement from third party sources.

7. **Project Construction.** The following provisions will apply to the design and construction of the Project:

A. Contracting. The TID will enter into contracts or otherwise arrange for the provision of all products and services necessary to complete the design and construction of the Project in accordance with the TID’s policies with regards to procurement (collectively, the “**Contracts**”).

B. Work under the Contracts. During construction, the TID, in co-ordination with the City, will inspect and determine whether the work done under the Contracts is sufficient and completed in accordance with the Contracts.

C. Performance Bonds and Contractor Insurance Requirements. To the extent mutually agreed by the Parties, the TID will require any contractors submitting a quote to supply a bond and the selected contractor to provide a performance bond and a separate payment bond (or other alternatives acceptable to the TID). The TID will also require that the selected contractor have and maintain a commercial and general liability insurance policy with minimum coverage amounts of at least \$2,000,000 per occurrence with a deductible of not more than \$10,000. The TID will also require that each selected contractor and each subcontractor maintain during the life of its contract and subcontract, workers compensation insurance pursuant to Ohio law, public liability insurance with minimum coverage amounts of \$2,000,000 per occurrence, and property damage insurance with minimum coverage amounts of \$2,000,000 per occurrence. The TID may impose additional insurance obligations upon the contractor in the TID’s discretion or as required

by any funding source for the Project. All such policies will name the City as additional insured via broad form endorsement on a primary and non-contributory basis, and will be issued by carriers with a *Best's Insurance Reports* policyholder's rating, to the extent commercially reasonable, of "A" (but in any event, not less than "A-") and a financial size category of "X" or better. All policies will contain provisions for thirty (30) days' written notice to the TID prior to expiration or cancellation.

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

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

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

G. *Construction Completion.* The TID, in co-ordination with the City, will conduct a final inspection of the construction of the Project when the contractor indicates that the construction has been substantially completed. The TID will determine the need for any corrective or additional work and create the punch list detailing the additional work. The TID will provide the punch list to the contractor (and any applicable subcontractors) in writing along with a specified time frame or specified date for completion of the prescribed work. Upon final completion of construction of the Project, the TID will arrange for obtaining all necessary approvals/consents from any regulatory bodies (the "**Consents**"). Upon completion of the punch list and obtaining the Consents, the construction of the Project will be completed.

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

8. **Progress Meetings.** During the course of the Project, the Parties agree to meet weekly to discuss the progress of the Project (the "**Progress Meetings**"). The Progress Meetings will take place in person or electronically. In addition to the foregoing, the TID may periodically submit information updates to the City detailing progress achieved. The Parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements.

9. **TID Payment Obligations.** Notwithstanding any provision of this Agreement, it is understood and agreed that the TID will have no pecuniary obligations under this Agreement or any related

agreement and no obligation of the TID hereunder or thereunder will constitute a general debt or a pledge of the general credit of the TID.

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

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

If to the City:	City of Union, Ohio 118 North Main St. Union, Ohio 45322 Attention: City Manager
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If to the TID:	Montgomery County Transportation Improvement District 451 W. Third St., 10 th Floor Dayton, Ohio 45422 Attention: Executive Director
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The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications will be sent.

12. **Disclaimer of Warranties/Limitation of Liability.** **THE CITY AGREES THAT THE TID DOES NOT GUARANTEE OR WARRANT THE TID'S SERVICES OR THE COMPLETION OF THE PROJECT. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. THE TID DOES NOT MAKE, AND HEREBY DISCLAIMS ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN NO EVENT WILL THE TID BE LIABLE OR RESPONSIBLE TO THE CITY FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE AND LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER ANY THEORY OR CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL THE TID'S TOTAL LIABILITY HEREUNDER EXCEED THE FEES (NOT INCLUDING ANY FEES PAID TO THE TID TO REIMBURSE THE TID FOR EXPENSES INCURRED BY THE TID INCLUDING WITHOUT LIMITATION UNDER ANY CONTRACT) ACTUALLY COLLECTED BY THE TID.**

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

for that future fiscal year as a fixed charge. The certifications in this Section 13 are given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

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

15. **Miscellaneous.** This Agreement and any Exhibit attached hereto may only be amended by written instrument executed by the Parties. All covenants, obligations and agreements of the Parties contained in this Agreement will be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement will be deemed to be a covenant, obligation or agreement of any present or future member, official, officer, agent or employee of any of the Parties other than in their official capacity, and no member of the City Council of the City, or TID Board of Trustees, and no City or TID official executing this Agreement, will be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. This Agreement embodies the entire agreement and understanding of the Parties relating to the subject matter herein, and replaces and supersedes all prior agreements. The waiver, by any Party hereof of any breach of any provision of this Agreement will not be construed as, or constitute, a continuing waiver or a waiver of any other breach of any provision of this Agreement. The headings contained in this Agreement were included only for convenience or reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

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

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

CITY OF UNION, OHIO

**CITY OF UNION FISCAL OFFICER
(SECTION 13 ONLY)**

John Applegate, City Manager

By:_____

**MONTGOMERY COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT**

Vanessa Glotfelter, Executive Director

[illegible]

Exhibit B

SCHEDULE

The TID will use commercially reasonable efforts to commence construction on or before 11/17/2025 and substantially complete construction on or before 06/01/2026

Exhibit C

BUDGET

**RING ROAD COMPLETION
OLD SPRINGFIELD CURVE PROJECT
SOURCES & USES - 11/10/2025**

SOURCES

City of Union	\$	2,673,224
TOTAL	\$	2,673,224

USES

PE, Detailed Design, Engineering	\$	120,440	\$530,440	Total Eng. costswith Ph1 PMFA
Right-of-Way/Acquisition	\$	200,000	\$500,000	Total ROW costs with Ph1 PMFA
Construction & Inspection	\$	2,140,169		
TID Project Management	\$	85,607		
Legal & Accounting	\$	20,000		
Contingency	\$	107,008		
TOTAL	\$	2,673,224		

4888082.1

RESOLUTION NUMBER 2025-76

**RESOLUTION APPROVING CONSTRUCTION AGREEMENT WITH
BALSBAUGH EXCAVATING FOR THE OLD SPRINGFIELD CURVE PROJECT
WITH AN AMOUNT NOT TO EXCEED \$2,140,169**

WHEREAS, the Board of Trustees ("Board") of the Montgomery County Transportation Improvement District ("District") and the City of Union, Ohio ("City"), by action of Resolution 2021-29, authorized the 2021 City of Union Projects Agreement in anticipation of various infrastructure improvement projects to support economic development prospects in Union, including the Old Springfield Curve Project ("Project"); and

WHEREAS, by action of Resolution 2021-32, the Board authorized the selection and engagement of Balsbaugh Excavating ("Balsbaugh") as the lead construction contractor for the projects listed in the 2021 City of Union Projects Agreement; and

WHEREAS, by action of Resolution 2025-75, the Board approved Project Management & Financing Agreement with the City to memorialize the responsibilities and commitments for the Project; and

WHEREAS, the Executive Director and City have negotiated the terms of a Construction Agreement with Balsbaugh for the realignment and reconstruction of approximately 1,850 feet of Old Springfield Road east of the Dayton Freight Development for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached Construction Agreement with Balsbaugh Excavation be and is hereby approved in an amount not to exceed \$2,140,169.

BE IT FURTHER RESOLVED, by the Board that the Executive Director be and is hereby authorized to execute the Construction Agreement with Balsbaugh, incorporating such changes that may be required in final negotiations with Balsbaugh, with the concurrence of the City and General Counsel, 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, by the Board 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.

Adopted the 13th day of November, 2025.

Chairperson, Montgomery County Transportation Improvement District

Attest:

Secretary/Treasurer

**CONSTRUCTION AGREEMENT
BALSBAUGH EXCAVATING, INC.
OLD SPRINGFIELD CURVE PROJECT**

PACKET PG: 76

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

A. Contractor is qualified, experienced and willing to provide the Work (as defined in Article II of this Agreement), which relates to the **OLD SPRINGFIELD CURVE PROJECT** (the “**Project**”) identified in the **2021 CITY OF UNION PROJECTS AGREEMENT**; 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 itemized quote 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 **NOVEMBER 17, 2025**. Notwithstanding anything in the Contract Documents to the contrary, Contractor shall achieve Substantial Completion of the Work on or before **JUNE 1, 2026** (the “**Substantial Completion Date**”). For the purposes of this Agreement, “**Substantial Completion**” means Contractor has completed the Work in accordance with the Contract Documents (except for minor punch list items to be completed), and the Work is sufficiently complete so that the Project Site can be utilized for its intended use.

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

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

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

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

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

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

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

ARTICLE V Stipulated Sum Contract Price

5.1. Notwithstanding anything in the other Contract Documents to the contrary, the District shall pay to Contractor a total of **\$2,140,169.00** for all Work to be performed under this Agreement (the "**Contract Price**"). The Contract Price includes the entire cost of the Work, including but not limited to all sales, consumer use, or similar taxes, payroll taxes, unemployment taxes and similar contributions, all other taxes and contributions required to be paid by all Laws relating to or affecting the Work, and any overhead or profit to Contractor for performance of the Work. The sum of the cost of the Work is guaranteed by Contractor not to exceed the Contract Price, subject to additions and deductions pursuant to any Change Orders. Any costs that would cause the Contract Price to be exceeded shall be paid by Contractor without reimbursement by the District. The Contract Price will be payable in accordance with Articles VII and VIII.

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

ARTICLE VI

Changes in the Work

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

ARTICLE VII

Progress Payments

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

ARTICLE VIII

Final Payment to Contractor

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

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

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

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

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

ARTICLE IX

Miscellaneous Provisions

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

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

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

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

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

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

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

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

9.9. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument.

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

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

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

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

If to Contractor:

Balsbaugh Excavating Inc.
3286 Phillipsburg Road
Englewood, Ohio 45322
Attention: Dusty Balsbaugh

If to the District:

Montgomery County Transportation Improvement District
451 West Third Street, 10th Floor
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
220 E. Monument Avenue, Suite 500
Dayton, Ohio 45402

**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:

BALSBAUGH EXCAVATING INC.

By: _____

Title: _____

Date: _____

THE DISTRICT:

**MONTGOMERY COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT**

By: _____
Vanessa A. Glotfelter, Executive Director

2226269.1

CONTRACT DOCUMENTS

Submission and acknowledgement of required contract documents listed below:

Balsbaugh Excavating cost proposal dated 10/30/2026 (attached)

Ohio Prevailing Wage Compliance Acknowledgement (attached)

Insurance requirements as defined under Schedule 3.11:

- Workers' Compensation Certificate
- Certificate of Insurance that names the City of Union, Montgomery County Board of County Commissioners, and the Montgomery County Transportation Improvement District.
- Performance and/or Surety Bond that lists the project and the City of Union as an additional insured.

OPWC Construction Contract Requirements:

- **Ohio Preference.** To the extent practicable, contractors and subcontractors, to use Ohio products, materials, services and labor in connection with the Project pursuant to Ohio Revised Code 164.05(A)(6);
- **Domestic Steel.** Contractors and subcontractors to comply with domestic steel use requirements pursuant to Ohio Revised Code 153.011;
- **Prevailing Wage.** Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Ohio Revised Code Sections 164.07(B) and 4115.03 through 4115.16;
- **Equal Employment Opportunity.** Contractors to secure a valid Certificate of Compliance and complete the OPWC Certificate of EEO Compliance / Covenants acknowledgement (attached);
- **Construction Bonds.** In accordance with Ohio Revised Code 153.54, et. seq., that contractors furnish a performance bond in an amount at least equal to 100% of their contract price as security for the faithful performance of the contract

Balsbaugh Excavating cost proposal dated 10/30/2026

5405 PHILLIPSBURG - UNION RD
PHONE: 937-832-3167



ENGLEWOOD, OH 45332

10/30/2025

JOB NAME: OLD SPRINGFIELD RD - CURVE
JOB LOCATION: OLD SPRINGFIELD RD / CITY OF UNION

Project Bid w/ Prevailing Wage Rates & Tax Exempt

Sitework:

	Quantity:	Unit:	Unit Price:	Total Price:
Clearing & Grubbing	1	LS	\$ 10,000.00	\$ 10,000.00
Excavation & Embankment	1	LS	\$ 175,800.00	\$ 175,800.00
Import Clay and Topsoil	1	LS	\$ 107,750.00	\$ 107,750.00
Milling of Ext'g Road Way	1	LS	\$ 20,600.00	\$ 20,600.00
Haul Off Site - Road Millings	1,330	CY	\$ 15.00	\$ 19,950.00
Lime Soil Stabilize Roadway & 1' Behind Curb	17,195	SY	\$ 9.60	\$ 165,072.00
Gravel Curb Inlet Sediment Filters	11	EA	\$ 355.00	\$ 3,905.00
Erosion Control , Silt Fabric Fencing Install and Remove	4,040	LF	\$ 4.50	\$ 18,180.00
Asphalt Sawcutting	1	LS	\$ 500.00	\$ 500.00
Construction Traffic Control - Road Closure, Signs & Barrels	1	LS	\$ 18,500.00	\$ 18,500.00
Clean up Yards, Ditches & Seed Disturbed Areas	69,610	SF	\$ 0.23	\$ 16,010.30
Staking & Layout	1	LS	\$ 9,500.00	\$ 9,500.00
Total Excavation:				\$ 565,767.30

Street Construction:

# 304 Aggregate Road Base (6" On Road Way & 11" Under Curb)	9,597	SY	\$ 13.50	\$ 129,559.50
9" - # 301 Base Course, 1.5" of #441 Intermediate Course, Tack, 1.5" #441 Top Coat Type 1 (ODOT Spec. - Not a Virgin Mix), Curb Seal (Roadway Asphalt)	9,313	SY	\$ 68.25	\$ 635,612.25
# 644 Thermo Plastic Road Paint Striping per Print	1	LS	\$ 14,415.00	\$ 14,415.00
Clean & Sweep Asphalt Base Prior to Surface Course	1	LS	\$ 6,054.00	\$ 6,054.00
# 304 Gravel - Build Up Road Ramps & Needed for Smooth Traffic Flow	1	LS	\$ 3,500.00	\$ 3,500.00
30" Chairback Concrete Curbing - Type 2	3,575	LF	\$ 32.75	\$ 117,081.25
Total Street Construction:				\$ 906,222.00

Storm Sewer:

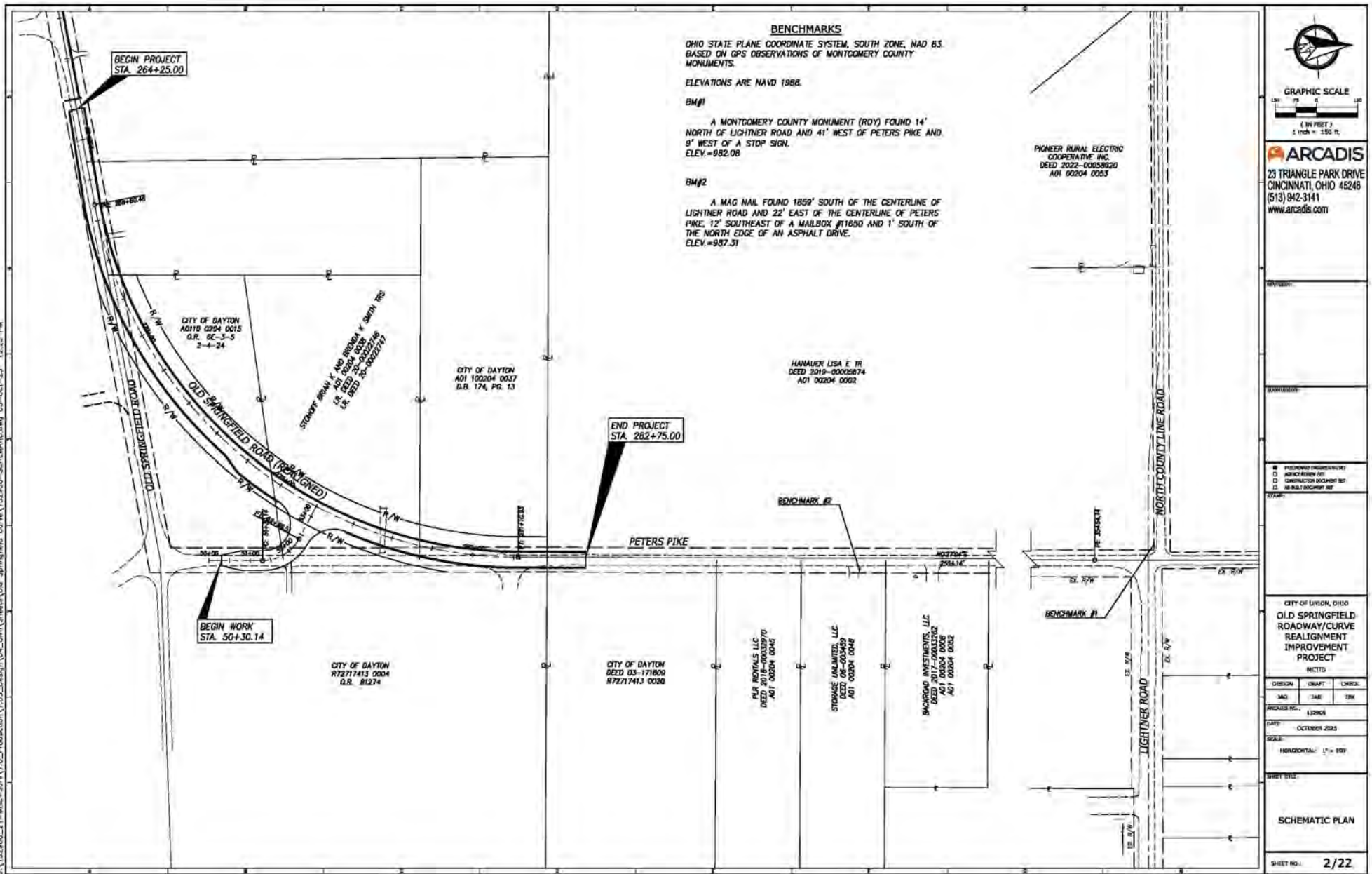
6" Perforated Drain Tile (Under Drain)	3,550	LF	\$ 18.60	\$ 66,030.00
12" HDPE Pipe, w/GRBF	40	LF	\$ 94.75	\$ 3,790.00
18" HDPE Pipe, w/GRBF	580	LF	\$ 103.40	\$ 59,972.00
24" HDPE Pipe, w/GRBF	430	LF	\$ 116.50	\$ 50,095.00
12" RCP CL 4 Pipe, w/GRBF	682	LF	\$ 106.00	\$ 72,292.00
Type 3A Catch Basins w/ frames	4	EA	\$ 3,320.00	\$ 13,280.00
Type 3 Catch Basins w/ Double frames & Grates (CB # 40)	7	EA	\$ 4,262.00	\$ 29,834.00
48" Storm Man Hole - w/Casting	7	EA	\$ 3,221.00	\$ 22,547.00
Raise Storm Man Holes to Finish Grade After Asphalt Placement	5	EA	\$ 1,954.00	\$ 9,770.00
Remove 78" LF of Ext'g Storm Pipe	1	LS	\$ 3,176.00	\$ 3,176.00
Total Storm Sewer:				\$ 330,786.00

Water Line :

12" C900 DR 18 Pipe, w/GRBF	1,900	LF	\$ 125.30	\$ 238,070.00
Fire Hydrant w/ Anchor Pipes	4	EA	\$ 6,912.00	\$ 27,648.00
Relocate 1 Ext'g Fire Hydrants w/ Anchor Pipes & Adjust Valve Boxes	1	LS	\$ 5,196.00	\$ 5,196.00
6" Gate Valve & Box	4	EA	\$ 1,673.00	\$ 6,692.00
12" Gate Valve & Box	2	EA	\$ 4,299.00	\$ 8,598.00
Tie-Into Ext'g Water Main	1	LS	\$ 505.00	\$ 505.00
Testing & Disinfection	1	LS	\$ 1,600.00	\$ 1,600.00
Total Water:				\$ 288,309.00

Bonding	1	LS	\$ 32,600.00	\$ 32,600.00
Reclamite Sealer	9,313	SY	\$ 1.77	\$ 16,484.01
Total				\$ 49,084.01

Total Project: **\$ 2,140,168.31**



Ohio Prevailing Wage Compliance Acknowledgement

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$250,000 for new construction or \$75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

The undersigned, being duly authorized officer of the prime contractor, does hereby acknowledge responsibility for Ohio's Prevailing Wage compliance with the requirements of Chapter 4115 of the Ohio Revised Code.

BALSBAUGH EXCAVATING INC.

Representative's Name: _____

Signature: _____

Title: _____

Date: _____

OPWC Certificate of EEO Compliance / Covenants acknowledgement

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contractors must secure a valid Certificate of Compliance from the Ohio Department of Development prior to execution of a construction contract.

EEO COVENANTS:

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations, and applicable orders of the Department of Development.

(5) The contractor agrees to fully cooperate with the State Administering Agency, the Department of Development and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the Department of Development and any of the State of Ohio officials and agencies in this regard, both before and during construction.

(6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the Department of Development pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the Department of Development for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Contracting Agency by the 10th of each month.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the Department of Development, or as otherwise provided by law.

If its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio because of said breach.

(8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the Department of Development issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor, or other party because of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

The prime contract bidder hereby adopts the foregoing covenants? ____Yes ____No

BALSBAUGH EXCAVATING INC.

Representative's Name: _____

Signature: _____

Title: _____

Date: _____

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.

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

PACKET PG: 94

RESOLUTION NUMBER 2025-77

**RESOLUTION APPROVING 2026 ELECTION OF OFFICERS OF THE BOARD OF TRUSTEES OF
THE MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT**

WHEREAS, the Board of Trustees ("Board") of the Montgomery County Transportation Improvement District ("TID") did meet in regular session on November 13, 2025; and

WHEREAS, the Board agreed to elect the following Board members as Officers for calendar year 2026:

Chairperson: _____

Vice Chairperson: _____

Secretary/Treasurer: _____

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

_____	Chairperson
_____	Vice Chairperson
_____	Secretary/Treasurer

will serve as Officers of the Montgomery County TID Board for 2026.

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

Adopted the 13th day of November, 2025.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT

PACKET PG: 95

RESOLUTION NUMBER 2025-78

**RESOLUTION APPROVING MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT
DISTRICT 2026 BOARD MEETING CALENDAR**

WHEREAS, the Board of Trustees of the Montgomery County Transportation Improvement District (TID) did meet in regular session on November 13, 2025; and

WHEREAS, the 2026 Montgomery County TID Board Meetings dates are:

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

WHEREAS, the Montgomery County TID Board Meetings will be at the Montgomery County Administration Building, 10th Floor in Room 1002 at 9:30 A.M. the second Thursday of each month, or such other place and time as may be designated by the Board at a preceding meeting or designated in the notice of the meeting.

BE IT THEREFORE RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached schedule of 2026 Montgomery County TID Board Meeting Dates be and is hereby approved.

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

Adopted the 13th day of November, 2025.

Chairperson, Montgomery County Transportation Improvement District

Attest:

Secretary/Treasurer