



BOARD OF TRUSTEES MEETING
 THURSDAY – JANUARY 8, 2026 – 9:30 A.M.
 MONTGOMERY COUNTY ADMINISTRATION BUILDING
 10TH FLOOR MEETING ROOM - 1002

BUSINESS MEETING

			<u>Pkt</u>
			<u>Pg</u>
Resolution	2026-01	Minutes: November 13, 2025 Meeting	2
Resolution	2026-02	Financial Reports: November 2025 & December 2025	7
Resolution	2026-03	Bills & Expenses: November 2025 & December	34

I-675/WILMINGTON PIKE INTERCHANGE

Resolution	2026-04	Completion of Funding Obligations	36
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WOODMAN GATEWAY PROJECT

Resolution	2026-05	Woolpert Inc. Proposal / Agreements	38
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PUBLIC COMMENT

EXECUTIVE SESSION

ADJOURN

NEXT MEETING

Thursday, February 12, 2026 @ 9:30 A.M.
 Montgomery County Administration Building
 10th Floor Meeting Room - 1002

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2026-01

**RESOLUTION APPROVING THE MINUTES
OF THE REGULAR BOARD MEETING OF NOVEMBER 13, 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 November 13, 2025, meeting and found them, as prepared, to be a full and accurate account of the mentioned meeting.

BE IT THEREFORE RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the minutes of the regular board meeting on November 13, 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 8th day of January, 2026.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____

Secretary/Treasurer



MINUTES OF THE NOVEMBER 13, 2025 BOARD MEETING

The two hundred and ninety-seventh 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 November 13, 2025.

Mr. Hibner called the meeting to order at 9:37 AM.

VOTING BOARD

Walt Hibner
Stephanie Keinath
April Hauser

EXCUSED ABSENCE

Dave Bills
Rob Beeler

STAFF

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

OTHERS IN ATTENDANCE

Andrea Stevenson, DLZ
Casey Reichert, Choice One

Jay Hamilton, Mead & Hunt

Business Meeting

■ Minutes of October 9, 2025 {Resolution 2025-70}

Mr. Hibner referred the Board to Resolution 2025-70 and the minutes of October 9, 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 2025-70, approving the minutes of October 9, 2025, as presented, was moved by Ms. Keinath, seconded by Ms. Hauser, and unanimously approved.

■ Financial Report: October 2025 {Resolution 2025-71}

Mr. Hibner referred the Board to Resolution 2025-71 and the Financial Reports for October 2025, copies of which were included in the Board Packet.

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

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

- \$12,572 TID management fee received from Butler Township for the Benchwood Station Project.
- \$10,000.00 TID management fee received from the City of Union for Phase I of the Old Springfield Road/Peters Pike Project.
- \$45,000.00 TID management fee transferred from the Union Tax Increment Fund ("TIF") for 9 years of fund management.
- \$18,234.45 expenditure for 2025 office space rent.

2) Austin Road (#702) – Packet Page 8:

- \$28,454.92 total expenditures for the State Infrastructure Bank ("SIB") debt service payment for the Lyons Road Pedestrian Access Improvement Project. TID received reimbursement from Miami Township in September 2025.

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

- \$107,262.20 received from the Ohio Public Works Commission (“OPWC”) grant for the Old Springfield Road/Peters Pike Project and Ring Road Phase I Project.
- \$155,560.55 received from the City of Union for the 2025 Union Paving Project, with a matching construction expenditure.
- \$52,417.14 received from Montgomery County for their share of the SIB loan debt service payment for the 70/75 Airport Logistics Access (US-40).

4) 675 Development Fund (#710) – Packet Page 35:

- \$14,449.04 received from the City of Centerville for their portion of the SIB loan debt service payment for the I-675/Wilmington Phase I Project.

5) Bank Reconciliation Summary – Packet Page 41: Reported an unrestricted cash balance of \$1,904,960.72 as of October 31, 2025.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-71, approving the October 2025 Financial Reports, as presented, was moved by Ms. Hauser, seconded by Ms. Keinath, and unanimously approved.

■ Bills & Expenses: October 2025 {Resolution 2025-72}

Mr. Hibner referred the Board to Resolution 2025-72 and the summary of bills and expenses for October 2025, copies of which were included in the Board Packet.

Ms. Glotfelter highlighted expenditures from October 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 2025-72, approving the payment of bills and expenses for October 2025, as presented, was moved by Ms. Keinath, seconded by Ms. Hauser, and unanimously approved.

■ 2025 TID Appropriations Amendment {Resolution 2025-73}

Mr. Hibner referred the Board to Resolution 2025-73, and the 2025 TID Appropriations Amendment, copies of which were included in the Board Packet.

Mr. Fraunfelter reminded the Board that the TID is required by the Ohio Revised Code to annually adopt an annual appropriation during each fiscal year, which reflects revenues and expenditures anticipated in 2025. He explained that the proposed resolution would authorize an amendment to TID’s annual appropriation to reflect final anticipated revenues and expenditures for 2025.

Mr. Fraunfelter highlighted the following:

1) Operating Fund (#700) – Packet Page 45:

- More detailed project revenues and budgets implemented by staff.
- Increased revenues from TID fees and reduced expenses.

2) I-70/75 Development Fund (#707) – Packet Pages 48:

- Includes revenues and expenditures for 16 projects, totaling all tracked amounts under the fund.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-73, approving the amendment of the 2025 TID Annual Appropriations, as presented, was moved by Ms. Hauser seconded by Ms. Keinath, and unanimously approved.

Austin Crossing Project

■ RG Properties, Inc. {Resolution 2025-74}

Mr. Hibner referred the Board to Resolution 2025-74, approving an agreement with RG Properties, Inc. ("RGP") for parcel access related to the Austin Crossing Project, copies of which were included in the Board Packet.

Ms. Glotfelter provided a brief overview of the work agreement, which grants RGP access to perform site preparation activities as described in Exhibit B. She recommended Board approval.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-74, approving a Work Agreement with RG Properties, Inc. for the Austin Crossing Project, as presented, was moved by Ms. Keinath, seconded by Ms. Hauser, and unanimously approved.

Old Springfield Curve Project

■ City of Union Project Management & Financing Agreement {Resolution 2025-75}

■ Balsbaugh Excavating Construction Agreement {Resolution 2025-76}

Mr. Hibner referred the Board to (1) Resolution 2025-75, approving a Project Management & Financing Agreement ("PMFA") with the City of Union, and (2) Resolution 2025-76, authorizing a Construction Agreement with Balsbaugh Excavating for the Old Springfield Curve Project, copies of which were included in the Board Packet.

Ms. Glotfelter provided a brief overview of the PMFA and noted that construction would begin before year-end.

Following discussion and response to Board questions and comments, adoption of (1) Resolution 2025-75, approving the Project Management & Financing Agreement with the City of Union, and (2) authorizing a Construction Agreement with Balsbaugh Excavating for the Old Springfield Curve Project, as presented, was moved by Ms. Hauser, seconded by Ms. Keinath, and unanimously approved.

Annual Meeting

■ Election of Officers for 2025 {Resolution 2025-77}

Mr. Hibner referred the Board to Resolution 2025-77 for the election of Officers for 2026, included in the Board Packet.

The Board elected:

- Chairperson: Walt Hibner
- Vice Chairperson: Stephanie Keinath
- Secretary-Treasurer: Rob Beeler

Following discussion and response to Board questions and comments, adoption of Resolution 2025-77, approving the election of Officers for 2026, as presented, was moved by Ms. Keinath, seconded by Ms. Hauser, and unanimously approved.

■ 2026 Meeting Schedule {Resolution 2025-78}

Mr. Hibner referred the Board to Resolution 2025-78 approving the 2026 Board Meeting Schedule, included in the Board Packet.

Following discussion and response to Board questions and comments, adoption of Resolution 2025-78, approving the 2026 TID Board Meeting Schedule, as presented, was moved by Ms. Keinath, seconded by Ms. Hauser, 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, January 8, 2026, at 9:30 AM.

■ Executive Session

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

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

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

The Board recessed to executive session at 10:15 AM. Mr. Endsley, Ms. Glotfelter, Mr. Morton, and Mr. Fraunfelter joined the Board in executive session for the purpose of economic development project discussions. Ms. Glotfelter, Mr. Morton, and Mr. Fraunfelter were excused from executive session for the Board to complete discussion of personnel matters.

■ Open Session

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

■ 2026 Employee Agreement for Vanessa Glotfelter {Resolution 2025-79}

Following discussion and additional comments, adoption of Resolution 2025-79, approving the 2026 Employee Agreement for Vanessa Glotfelter and authorizing the Board Chair to execute the agreement on behalf of the TID, was moved by Ms. Keinath, seconded by Ms. Hauser, and unanimously approved.

■ Adjourn

With no further business, the meeting was adjourned.

Robert Beeler, Secretary-Treasurer

01/08/2026
Date

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT
RESOLUTION NUMBER 2026-02**

**RESOLUTION APPROVING
NOVEMBER 2025 AND DECEMBER 2025 FINANCIAL REPORTS**

WHEREAS, the Finance Director of the Montgomery County Transportation Improvement District ("TID") presented reports concerning the financial condition of the TID (1) through November 30, 2025, and (2) December 31, 2025, to the Board of Trustees of the TID during the Board's meeting on January 8, 2026; and

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

BE IT THEREFORE RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached TID's financial reports (1) through November, 2025, and (2) through December 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 8th day of January, 2026.

Chairperson, Montgomery County Transportation Improvement District

Attest:

Secretary/Treasurer

November 2025 Financial Reports

700 - Operating Fund

For 11/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2025	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	160,000	8,594.38	135,968.11	144,562.49	(15,437.51)
4600.023.00 Church Connector	25,000	0.00	25,000.00	25,000.00	0.00
4600.024.00 Union Development Fee	48,000	4,000.00	40,000.00	44,000.00	(4,000.00)
4600.039.00 Benchwood Station	12,572	0.00	12,572.00	12,572.00	0.00
4600.042.00 Union Paving	15,000	0.00	15,000.00	15,000.00	0.00
4600.043.00 Sycamore Trails	324,550	0.00	309,000.00	309,000.00	(15,550.00)
4600.045.00 Martindale Phase 2	25,000	0.00	25,000.00	25,000.00	0.00
4600.046.00 Ring Road	30,000	0.00	30,000.00	30,000.00	0.00
4600.047.00 Frederick Pike/OSR	50,000	0.00	50,000.00	50,000.00	0.00
4600.048.00 Dayton Freight	10,000	0.00	10,000.00	10,000.00	0.00
4600.049.00 TIF Admin	45,000	0.00	45,000.00	45,000.00	0.00
4600.050.00 West Carrollton	0	57,570.00	0.00	57,570.00	57,570.00
4600.051.00 MT East	50,000	0.00	0.00	0.00	(50,000.00)
4910.000.00 Reimbursments	0	0.00	37.13	37.13	37.13
Total Revenues	1,095,122	70,164.38	997,577.24	1,067,741.62	(27,380.38)
Expenditures (All non-capitalized costs)					
7110.010.00 Wages	470,000	33,302.08	324,270.80	357,572.88	112,427.12
7110.030.00 Bonuses	0	0.00	61,300.00	61,300.00	(61,300.00)
7120.000.00 PERS	57,000	4,662.29	47,363.44	52,025.73	4,974.27
7130.000.00 Workers Compensation	5,800	446.73	4,807.70	5,254.43	545.57
7140.000.00 Medicare	6,500	459.18	5,390.33	5,849.51	650.49
7150.000.00 Health Insurance	95,000	15,573.00	75,852.00	91,425.00	3,575.00
7151.000.00 Dental Insurance	0	283.56	2,835.60	3,119.16	(3,119.16)
7160.000.00 Disability Insurance	4,100	337.03	3,370.30	3,707.33	392.67
7170.000.00 Holding Account	0	0.00	400.00	400.00	(400.00)
7310.021.00 Contract Services - Eddy (Unallocated)	32,000	1,300.00	11,000.00	12,300.00	19,700.00
7310.022.00 Contract Services - Eddy (Miamisburg)	0	0.00	12,500.00	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	4,000	0.00	10.00	10.00	3,990.00
7312.000.00 Audit & Accounting	33,170	945.00	34,299.65	35,244.65	(2,074.65)
7312.001.00 Payroll Processing Charges	2,300	98.66	1,047.75	1,146.41	1,153.59
7315.000.00 Internet Service	0	582.00	5,187.42	5,769.42	(5,769.42)
7320.000.00 Legal Expenses	27,000	4,345.93	16,593.05	20,938.98	6,061.02
7330.007.00 Web Page Expenses	3,500	0.00	0.00	0.00	3,500.00
7330.014.00 Public Relations	19,500	2,261.25	12,273.00	14,534.25	4,965.75
7510.000.00 Office Supplies	2,600	0.00	1,685.33	1,685.33	914.67
7510.003.00 Celluar Phone	0	300.00	3,000.00	3,300.00	(3,300.00)
7510.006.00 Postage	2,000	0.00	1,758.21	1,758.21	241.79
7510.010.00 Dues & Subscriptions	25,000	531.00	18,075.55	18,606.55	6,393.45
7510.011.00 Conference Room Rental	0	0.00	4,767.56	4,767.56	(4,767.56)
7510.012.00 Office Rent	18,235	0.00	18,234.45	18,234.45	0.55
7510.015.00 Accounting System Supplies	0	0.00	141.28	141.28	(141.28)
7510.020.00 Miscellaneous Supplies	3,500	0.00	2,837.50	2,837.50	662.50
7520.000.00 Travel	22,000	530.04	2,257.84	2,787.88	19,212.12
7520.020.00 Milage Reimbursment	0	1,012.34	6,962.78	7,975.12	(7,975.12)
7520.021.00 Other transportation costs	0	0.00	206.64	206.64	(206.64)
7520.025.00 Lodging	0	530.04	0.00	530.04	(530.04)
7520.030.00 Meals	0	838.81	3,538.69	4,377.50	(4,377.50)
7520.035.00 Parking	0	616.99	2,573.48	3,190.47	(3,190.47)
7530.000.00 Miscellaneous Supplies	0	258.49	253.09	511.58	(511.58)
7920.000.00 Bank Service Charges	2,000	303.82	2,598.35	2,902.17	(902.17)
7930.000.00 Insurance	34,909	0.00	34,909.00	34,909.00	0.00
8300.000.00 Other	25,000	0.00	0.00	0.00	25,000.00
Total Expenditures	895,114	69,518.24	722,400.79	791,919.03	103,194.97
Excess Revenue Over (Under) Expenditures	200,008	646.14	275,176.45	275,822.59	75,814.59

Statement of Activity - MTD and YTD by Fund

702 - Austin Road

For 11/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.020.24 Township	56,910	0.00	56,907.84	56,907.84	(2.16)
4100.020.37 Township	89,511	0.00	10,451.20	10,451.20	(79,059.80)
4100.021.08 Township Phase 2	808,806	689,403.13	119,403.13	808,806.26	0.26
4111.004.13 Church Connector Federal Earmark	360,500	0.00	213,148.56	213,148.56	(147,351.44)
4132.000.13 City of Miamisburg	54,226	0.00	8,602.47	8,602.47	(45,623.53)
4132.000.30 City of Miamisburg	146,587	0.00	146,587.16	146,587.16	0.16
4132.000.42 City of Miamisburg	43,920	0.00	43,920.20	43,920.20	0.20
Total Revenues	1,560,460	689,403.13	599,020.56	1,288,423.69	(272,036.31)
Expenditures (All non-capitalized costs)					
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	395,150	1,053.69	216,241.34	217,295.03	177,854.97
5310.000.37 Engineering services-Austin East	15,150	2,272.50	3,787.50	6,060.00	9,090.00
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	50,000	0.00	0.00	0.00	50,000.00
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	1,500	0.00	1,500.93	1,500.93	(0.93)
5530.000.42 Construction - Deer Valley	76,944	0.00	76,944.25	76,944.25	(0.25)
5540.000.13 Utility Relocation-Mound/Church	800	0.00	800.00	800.00	0.00
6310.000.37 Legal-Austin East	15,000	1,090.20	12,571.80	13,662.00	1,338.00
8400.000.42 Return of Advanced Funds	19,668	0.00	19,668.46	19,668.46	(0.46)
8610.000.24 Debt Service-Principal	49,669	0.00	49,668.79	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	0.00	7,241.05	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	1,611,515	4,416.39	662,864.41	667,280.80	944,234.20
Excess Revenue Over (Under) Expenditures	(51,055)	684,986.74	(63,843.85)	621,142.89	672,197.89

PACKET PG: 11

Montgomery County Transportation Improvement District
Statement of Activity - MTD and YTD by Fund
703 - 725/741 Development Fund
For 11/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4100.030.31 Township - Other	265,219	132,609.68	132,609.68	265,219.36	0.36
Total Revenues	265,219	132,609.68	132,609.68	265,219.36	0.36
<u>Expenditures (All non-capitalized costs)</u>					
8610.000.31 Debt Service-Principal	232,974	117,353.97	115,619.68	232,973.65	0.35
8620.000.31 Debt Service-Interest	32,245	15,255.71	16,990.00	32,245.71	(0.71)
Total Expenditures	265,219	132,609.68	132,609.68	265,219.36	(0.36)
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

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

707 - I70/75 Development

For 11/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.010.49 ODOT - LPA	65,000	64,967.45	0.00	64,967.45	(32.55)
4100.015.41 OPWC Funding OSR/Peters	225,460	0.00	78,594.04	78,594.04	(146,865.96)
4100.015.56 OPWC Funding Ring Rd	88,702	92,746.73	88,702.20	181,448.93	92,746.93
4100.020.47 Township	1,078,583	3,522.20	1,066,010.34	1,069,532.54	(9,050.46)
4100.030.26 County	104,834	0.00	104,834.28	104,834.28	0.28
4100.031.49 County Engineer	38,649	0.00	1,149.38	1,149.38	(37,499.62)
4110.000.15 City of Union TIF Deposit	1,592,005	735,893.28	735,775.81	1,471,669.09	(120,335.91)
4110.000.41 City of Union Developer	1,000,000	0.00	1,000,000.00	1,000,000.00	0.00
Contributions					
4110.000.49 City of Union Developer	0	0.00	383.13	383.13	383.13
Contributions					
4110.000.56 City of Union Developer	415,000	0.00	0.00	0.00	(415,000.00)
Contributions					
4110.001.32 SIB Draw - OSR/DL paid from code 32	12,621	0.00	7,470.00	7,470.00	(5,151.00)
4110.001.41 SIB Draw - OSR/DL paid from code 41	15,525	0.00	15,525.00	15,525.00	0.00
4110.001.45 SIB Draw - OSR/DL paid from code 45	3,500	0.00	3,500.00	3,500.00	0.00
4110.001.54 SIB Draw - MD Ph2 paid from code 54	118,858	0.00	68,857.54	68,857.54	(50,000.46)
4110.001.56 SIB Draw - Ring paid from code 56	272,399	0.00	212,398.51	212,398.51	(60,000.49)
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	1,600,000	120,204.50	842,014.70	962,219.20	(637,780.80)
4110.003.32 City of Union - Lighntner/Peters	0	0.00	5,151.00	5,151.00	5,151.00
4110.003.51 City of Union Project Deposit	663,735	0.00	648,135.00	648,135.00	(15,600.00)
4110.005.41 SBIG 629 Grant-Dayton Freight	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	27,538	0.00	27,538.18	27,538.18	0.18
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	10,268	0.00	10,267.81	10,267.81	(0.19)
4910.000.49 Reimbursments - Fred/OSR	336,047	0.00	0.00	0.00	(336,047.00)
Total Revenues	8,241,052	1,017,334.16	5,025,908.96	6,043,243.12	(2,197,808.88)
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	118,800	0.00	0.00	0.00	118,800.00
5310.000.47 Engineering Services-Benchwood Station	4,235	0.00	4,235.35	4,235.35	(0.35)
5310.000.49 Engineering Services-FP/OSR Peters/OSR	204,507	64,967.45	0.00	64,967.45	139,539.55
5310.001.41 Engineering Services-OSR Curve	15,525	0.00	15,525.00	15,525.00	0.00
5310.001.54 Engineering Services-Martindale Ext Ph 2	11,713	0.00	11,712.75	11,712.75	0.25
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	114,949	33,860.00	101,580.00	135,440.00	(20,491.00)
5310.005.32 Engineering Services-Lightner/Peters	27,034	0.00	5,151.00	5,151.00	21,883.00
5310.009.15 Engineering Services-Projects Agreement	100,000	0.00	0.00	0.00	100,000.00
5330.000.47 ROW/Appraisals-Benchwood Station	50,000	0.00	0.00	0.00	50,000.00
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	96,350	0.00	96,350.00	96,350.00	0

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

PACKET PG: 13

707 - I70/75 Development

For 11/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
5530.000.47 Construction-Benchwood Station	1,301,850	0.00	1,301,849.75	1,301,849.75	0.25
5530.000.49 Construction - FP/OSR Peters/OSR	358,164	0.00	0.00	0.00	358,164.00
5530.000.54 Construction - Martindale Ext 2	377,445	0.00	377,455.00	377,455.00	(10.00)
5530.001.56 Construction - Ring Road	500,000	0.00	0.00	0.00	500,000.00
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	1,585,000	120,204.50	842,014.70	962,219.20	622,780.80
5530.008.51 Construction - Ph2 WWTP	663,735	0.00	648,135.00	648,135.00	15,600.00
5540.001.41 Project Management Fee - Dayton Freight	10,000	0.00	10,000.00	10,000.00	0.00
5540.001.47 Project Management Fee - Benchwood	12,572	0.00	0.00	0.00	12,572.00
5540.001.49 Project Management Fee - Fred/OSR	50,000	0.00	0.00	0.00	50,000.00
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	0.00	45,000.00	45,000.00	(45,000.00)
5540.004.15 Project Management Fee - TIF Admin	45,000	0.00	0.00	0.00	45,000.00
6300.000.15 Legal Expenses	18,775	0.00	0.00	0.00	18,775.00
6310.000.54 Misc Legal-Martindale Ph 2	3,600	0.00	3,588.00	3,588.00	12.00
6310.001.15 Union Project Mgmt/Development	3,375	0.00	545.10	545.10	2,829.90
6310.001.43 Misc Legal-Benchwood Station	0	(0.50)	0.00	(0.50)	0.50
6310.001.47 Misc Legal-Benchwood Station	50,000	3,522.70	34,155.61	37,678.31	12,321.69
6310.001.56 Misc Legal-Ring Road Ph 1	2,000	0.00	0.00	0.00	2,000.00
6310.002.56 RR-OSR Bridge	0	545.10	0.00	545.10	(545.10)
6310.003.41 Misc Legal-Dayton Freight-OSR	10,000	0.00	7,435.90	7,435.90	2,564.10
8400.000.54 Return of Project Reimburseables-Martindale Ph 2	9,000	0.00	9,000.00	9,000.00	0.00
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	861,136	0.00	0.00	0.00	861,136.00
8610.000.15 Debt Service-Principal	1,402,665	706,553.34	696,116.67	1,402,670.01	(5.01)
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	50,000.00	50,000.00	100,000.00	0.00
8630.000.15 Debt Service-Interest	69,121	29,339.94	39,776.61	69,116.55	4.45
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	1,150.80	2,299.67	3,450.47	186.53
Total Expenditures	10,893,237	1,504,958.33	5,904,198.70	7,409,157.03	3,484,079.97
Excess Revenue Over (Under) Expenditures	(2,652,185)	(487,624.17)	(878,289.74)	(1,365,913.91)	1,286,271.09

PACKET PG: 14

Montgomery County Transportation Improvement District
Statement of Activity - MTD and YTD by Fund
708 - City of Brookville
For 11/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.000.00 City of Brookville	146,874	0.00	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

PACKET PG: 15

Montgomery County Transportation Improvement District
Statement of Activity - MTD and YTD by Fund
710 - 675 Development Fund
For 11/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.000.00 City of Centerville	41,022	0.00	36,564.10	36,564.10	(4,457.90)
4111.000.00 Sugarcreek Township	6,537	0.00	0.00	0.00	(6,537.00)
4111.002.00 SIB Draws for 675/Wilmington Interchange	22,834	0.00	9,880.31	9,880.31	(12,953.69)
4111.003.00 TRAC Funding	97,940	0.00	81,176.42	81,176.42	(16,763.58)
4111.004.00 SIB Draws paid with Trac submissions Ph2	12,402	0.00	16,726.22	16,726.22	4,324.22
4112.000.00 Greene County	34,572	9,030.09	17,284.07	26,314.16	(8,257.84)
Total Revenues	215,307	9,030.09	161,631.12	170,661.21	(44,645.79)
<u>Expenditures (All non-capitalized costs)</u>					
5310.000.00 Engineering Services	22,834	0.00	0.00	0.00	22,834.00
5310.001.00 675/Wilm Eng Serv	122,585	6,736.24	122,982.00	129,718.24	(7,133.24)
8610.000.00 Debt Service-Principal	91,508	0.00	75,548.18	75,548.18	15,959.82
8630.000.00 Debt Service-Interest	22,865	0.00	19,173.65	19,173.65	3,691.35
Total Expenditures	259,792	6,736.24	217,703.83	224,440.07	35,351.93
Excess Revenue Over (Under) Expenditures	(44,485)	2,293.85	(56,072.71)	(53,778.86)	(9,293.86)

PACKET PG: 16

Montgomery County Transportation Improvement District
Statement of Activity - MTD and YTD by Fund
712 - Miamisburg Downtown Projects
For 11/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4132.000.50 City of Miamisburg	3,917,115	0.00	4,142,955.89	4,142,955.89	225,840.89
Total Revenues	3,917,115	0.00	4,142,955.89	4,142,955.89	225,840.89
<u>Expenditures (All non-capitalized costs)</u>					
5530.000.50 Construction - Sycamore Trails	4,210,565	33,758.95	4,142,955.89	4,176,714.84	33,850.16
5540.000.50 Project Management Fee - Sycamore Trails	15,550	0.00	309,000.00	309,000.00	(293,450.00)
Total Expenditures	4,226,115	33,758.95	4,451,955.89	4,485,714.84	(259,599.84)
Excess Revenue Over (Under) Expenditures	(309,000)	(33,758.95)	(309,000.00)	(342,758.95)	(33,758.95)

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

PACKET PG: 17

715 - Riverside

For 11/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4131.000.00 City of Riverside (or earmarks)	623,749	0.00	596,749.46	596,749.46	(26,999.54)
Total Revenues	623,749	0.00	596,749.46	596,749.46	(26,999.54)
<u>Expenditures (All non-capitalized costs)</u>					
5310.001.00 Engineering Svcs-SS4A Study	457,837	0.00	457,836.44	457,836.44	0.56
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	2,000	0.00	1,380.00	1,380.00	620.00
8400.000.00 Refund-Woodman Ph4	1,000	0.00	1,000.00	1,000.00	0.00
Total Expenditures	485,837	0.00	460,216.44	460,216.44	25,620.56
Excess Revenue Over (Under) Expenditures	137,912	0.00	136,533.02	136,533.02	(1,378.98)

PACKET PG: 18

Montgomery County Transportation Improvement District
Statement of Activity - MTD and YTD by Fund
716 - Clay Township/Clayton
For 11/30/2025

	Current Budgeted Amounts	Current Month to Date Actual 11/30/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4132.000.00 Clay Township	1,500	0.00	0.00	0.00	(1,500.00)
Total Revenues	1,500	0.00	0.00	0.00	(1,500.00)
<u>Expenditures (All non-capitalized costs)</u>					
6310.000.00 Misc legal exp - Clay Twp	1,500	6,177.80	999.35	7,177.15	(5,677.15)
Total Expenditures	1,500	6,177.80	999.35	7,177.15	(5,677.15)
Excess Revenue Over (Under) Expenditures	0	(6,177.80)	(999.35)	(7,177.15)	(7,177.15)

**Montgomery County TID
Bank Reconciliation
All Accounts**

As Of November 30, 2025

Key Bank Checking	622,287.01
Less Outstanding Checks	(196,832.19)
Key Bank Savings	162,550.31
Star Ohio	2,460,966.56
US Bank - Austin Landing	689,403.13
Reconciliation issue	(0.01)
Adjusted balance	<u>3,738,374.81</u>

Reconciliation of TID Unrestricted Cash Balance

Adjusted Bank Balance	3,738,374.81
Less Funds held for other:	
Sycamore Trails	-
Austin Landing Trust	(689,403.13)
Benchwood	(9,676.01)
Air Cargo (Concord)	(22,743.84)
675 Development	(900.06)
Riverside	-
Union/US 40 debt service	<u>(1,153,982.77)</u>

Fund	700 Operating Fund	1,928,446.17
	702 Austin Road	
	TID Deficit Carry on unreimbursed (b/c reserves)	-
	Austin East	(18,631.80)
	Miamisburg Funds:	
	Church Connector	(698.26)
	Austin Landing Phase 1/2 Trust	689,403.13
	Terrington PS/Deer Valley	-
	703 725/741 Development Fund	(689.98)
	707 I70/I75 Development Fund	-
	City of Union TIF Deposits (used for others)	861,062.37
	City of Union - Other Projects	292,920.40
	US 40	0.19
	Benchwood Station	9,676.01
	Air Cargo (Concord)	22,743.84
	710 675 Development Fund	900.06
	712 Downtown Miamisburg	-
	Riverfront Park Phase 2	-
	Sycamore Trails	(33,758.92)
	715 Riverside	(4,580.00)
	716 Clay Twp/Clayton	(7,055.65)
	717 West Carrollton	(1,362.75)
	Total	<u>3,738,374.81</u>
	Variance	<u>-</u>

Unrestricted TID Cash Balance for operations - CM	1,861,669.00
Unrestricted TID Cash Balance for operations - PM	1,904,960.72

Project Carrying Costs

Austin East	18,632
Riverside	4,580
725/741 Pedestrian Access	690
West Carrollton	1,363
Sycamore Trails	33,759
Clay/Clayton Fund	7,056
Church Connector	698
	<u>66,777</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
West Carrollton	57,570
Total Project Fees	<u>619,142</u>
Other Operating Revenue - Montgomery County	<u>300,000</u>

December 2025 Financial Reports

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

PACKET PG: 22

700 - Operating Fund

For 12/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 12/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4131.000.00 County	300,000	0.00	300,000.00	300,000.00	0.00
4510.000.00 Interest On Cash Balances	160,000	7,142.73	144,562.49	151,705.22	(8,294.78)
4600.023.00 Church Connector	25,000	0.00	25,000.00	25,000.00	0.00
4600.024.00 Union Development Fee	48,000	4,000.00	44,000.00	48,000.00	0.00
4600.039.00 Benchwood Station	12,572	0.00	12,572.00	12,572.00	0.00
4600.042.00 Union Paving	15,000	0.00	15,000.00	15,000.00	0.00
4600.043.00 Sycamore Trails	324,550	0.00	309,000.00	309,000.00	(15,550.00)
4600.045.00 Martindale Phase 2	25,000	0.00	25,000.00	25,000.00	0.00
4600.046.00 Ring Road	30,000	0.00	30,000.00	30,000.00	0.00
4600.047.00 Frederick Pike/OSR	50,000	0.00	50,000.00	50,000.00	0.00
4600.048.00 Dayton Freight	10,000	0.00	10,000.00	10,000.00	0.00
4600.049.00 TIF Admin	45,000	0.00	45,000.00	45,000.00	0.00
4600.051.00 MT East	50,000	50,000.00	0.00	50,000.00	0.00
4910.000.00 Reimbursements	0	0.00	37.13	37.13	37.13
Total Revenues	1,095,122	61,142.73	1,010,171.62	1,071,314.35	(23,807.65)
<u>Expenditures (All non-capitalized costs)</u>					
7110.010.00 Wages	470,000	33,302.08	357,572.88	390,874.96	79,125.04
7110.030.00 Bonuses	0	10,000.00	61,300.00	71,300.00	(71,300.00)
7120.000.00 PERS	57,000	4,662.29	52,025.73	56,688.02	311.98
7130.000.00 Workers Compensation	5,800	452.65	5,254.43	5,707.08	92.92
7140.000.00 Medicare	6,500	604.18	5,849.51	6,453.69	46.31
7150.000.00 Health Insurance	95,000	7,689.00	91,425.00	99,114.00	(4,114.00)
7151.000.00 Dental Insurance	0	283.56	3,119.16	3,402.72	(3,402.72)
7160.000.00 Disability Insurance	4,100	337.03	3,707.33	4,044.36	55.64
7170.000.00 Holding Account	0	0.00	400.00	400.00	(400.00)
7310.021.00 Contract Services - Eddy (Unallocated)	32,000	1,100.00	12,300.00	13,400.00	18,600.00
7310.022.00 Contract Services - Eddy (Miamisburg)	0	600.00	12,500.00	13,100.00	(13,100.00)
7310.024.00 Contract Services - Eddy (Miami Twp)	0	0.00	100.00	100.00	(100.00)
7310.025.00 Contract Services - Eddy (West Carrollton)	0	200.00	0.00	200.00	(200.00)
7311.000.00 Internet	4,000	0.00	10.00	10.00	3,990.00
7312.000.00 Audit & Accounting	33,170	3,234.00	35,244.65	38,478.65	(5,308.65)
7312.001.00 Payroll Processing Charges	2,300	101.52	1,146.41	1,247.93	1,052.07
7315.000.00 Internet Service	0	582.00	5,769.42	6,351.42	(6,351.42)
7320.000.00 Legal Expenses	27,000	0.00	20,938.98	20,938.98	6,061.02
7330.007.00 Web Page Expenses	3,500	0.00	0.00	0.00	3,500.00
7330.014.00 Public Relations	19,500	0.00	14,534.25	14,534.25	4,965.75
7510.000.00 Office Supplies	2,600	0.00	1,685.33	1,685.33	914.67
7510.003.00 Cellular Phone	0	300.00	3,300.00	3,600.00	(3,600.00)
7510.006.00 Postage	2,000	32.79	1,758.21	1,791.00	209.00
7510.010.00 Dues & Subscriptions	25,000	956.47	18,606.55	19,563.02	5,436.98
7510.011.00 Conference Room Rental	0	0.00	4,767.56	4,767.56	(4,767.56)
7510.012.00 Office Rent	18,235	0.00	18,234.45	18,234.45	0.55
7510.015.00 Accounting System Supplies	0	0.00	141.28	141.28	(141.28)
7510.020.00 Miscellaneous Supplies	3,500	0.00	2,837.50	2,837.50	662.50
7520.000.00 Travel	22,000	0.00	2,787.88	2,787.88	19,212.12
7520.020.00 Milage Reimbursment	0	538.30	7,975.12	8,513.42	(8,513.42)
7520.021.00 Other transportation costs	0	0.00	206.64	206.64	(206.64)
7520.025.00 Lodging	0	0.00	530.04	530.04	(530.04)
7520.030.00 Meals	0	709.79	4,377.50	5,087.29	(5,087.29)
7520.035.00 Parking	0	23.00	3,190.47	3,213.47	(3,213.47)
7530.000.00 Miscellaneous Supplies	0	0.00	511.58	511.58	(511.58)
7920.000.00 Bank Service Charges	2,000	296.50	2,902.17	3,198.67	(1,198.67)
7930.000.00 Insurance	34,909	0.00	34,909.00	34,909.00	0.00
8300.000.00 Other	25,000	0.00	0.00	0.00	25,000.00
Total Expenditures	895,114	66,005.16	791,919.03	857,924.19	37,189.81
Excess Revenue Over (Under) Expenditures	200,008	(4,862.43)	218,252.59	213,390.16	13,382.16

Run: 1/02/2026 at 5:31 PM

Statement of Activity - MTD and YTD by Fund

702 - Austin Road

For 12/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 12/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.020.24 Township	56,910	0.00	56,907.84	56,907.84	(2.16)
4100.020.37 Township	89,511	25,640.80	10,451.20	36,092.00	(53,419.00)
4100.021.08 Township Phase 2	808,806	0.00	808,806.26	808,806.26	0.26
4111.004.13 Church Connector Federal Earmark	360,500	0.00	213,148.56	213,148.56	(147,351.44)
4132.000.13 City of Miamisburg	54,226	0.00	8,602.47	8,602.47	(45,623.53)
4132.000.30 City of Miamisburg	146,587	0.00	146,587.16	146,587.16	0.16
4132.000.42 City of Miamisburg	43,920	0.00	43,920.20	43,920.20	0.20
Total Revenues	1,560,460	25,640.80	1,288,423.69	1,314,064.49	(246,395.51)
Expenditures (All non-capitalized costs)					
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	395,150	0.00	217,295.03	217,295.03	177,854.97
5310.000.37 Engineering services-Austin East	15,150	7,009.00	6,060.00	13,069.00	2,081.00
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	50,000	0.00	0.00	0.00	50,000.00
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	1,500	0.00	1,500.93	1,500.93	(0.93)
5530.000.42 Construction - Deer Valley	76,944	0.00	76,944.25	76,944.25	(0.25)
5540.000.13 Utility Relocation-Mound/Church	800	0.00	800.00	800.00	0.00
6310.000.37 Legal-Austin East	15,000	0.00	13,662.00	13,662.00	1,338.00
8400.000.42 Return of Advanced Funds	19,668	0.00	19,668.46	19,668.46	(0.46)
8610.000.24 Debt Service-Principal	49,669	0.00	49,668.79	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	570,000.00	0.00	570,000.00	0.00
8630.000.24 Debt Service-Interest	7,240	0.00	7,241.05	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	119,403.13	119,403.13	238,806.26	(0.26)
Total Expenditures	1,611,515	696,412.13	667,280.80	1,363,692.93	247,822.07
Excess Revenue Over (Under) Expenditures	(51,055)	(670,771.33)	621,142.89	(49,628.44)	1,426.56

PACKET PG: 24

Montgomery County Transportation Improvement District
Statement of Activity - MTD and YTD by Fund
703 - 725/741 Development Fund
For 12/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 12/31/2025	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	265,219.36	265,219.36	0.36
Total Revenues	265,219	0.00	265,219.36	265,219.36	0.36
<u>Expenditures (All non-capitalized costs)</u>					
8610.000.31 Debt Service-Principal	232,974	0.00	232,973.65	232,973.65	0.35
8620.000.31 Debt Service-Interest	32,245	0.00	32,245.71	32,245.71	(0.71)
Total Expenditures	265,219	0.00	265,219.36	265,219.36	(0.36)
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

707 - I70/75 Development

For 12/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 12/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.010.49 ODOT - LPA	65,000	0.00	64,967.45	64,967.45	(32.55)
4100.015.41 OPWC Funding OSR/Peters	225,460	84,118.55	78,594.04	162,712.59	(62,747.41)
4100.015.56 OPWC Funding Ring Rd	88,702	0.00	181,448.93	181,448.93	92,746.93
4100.020.47 Township	1,078,583	0.00	1,069,532.54	1,069,532.54	(9,050.46)
4100.030.26 County	104,834	0.00	104,834.28	104,834.28	0.28
4100.031.49 County Engineer	38,649	0.00	1,149.38	1,149.38	(37,499.62)
4110.000.15 City of Union TIF Deposit	1,592,005	0.00	1,471,669.09	1,471,669.09	(120,335.91)
4110.000.41 City of Union Developer	1,000,000	0.00	1,000,000.00	1,000,000.00	0.00
Contributions					
4110.000.49 City of Union Developer	0	0.00	383.13	383.13	383.13
Contributions					
4110.000.56 City of Union Developer	415,000	0.00	0.00	0.00	(415,000.00)
Contributions					
4110.001.32 SIB Draw - OSR/DL paid from code 32	12,621	0.00	7,470.00	7,470.00	(5,151.00)
4110.001.41 SIB Draw - OSR/DL paid from code 41	15,525	0.00	15,525.00	15,525.00	0.00
4110.001.45 SIB Draw - OSR/DL paid from code 45	3,500	0.00	3,500.00	3,500.00	0.00
4110.001.54 SIB Draw - MD Ph2 paid from code 54	118,858	0.00	68,857.54	68,857.54	(50,000.46)
4110.001.56 SIB Draw - Ring paid from code 56	272,399	0.00	212,398.51	212,398.51	(60,000.49)
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	1,600,000	248,294.04	962,219.20	1,210,513.24	(389,486.76)
4110.003.32 City of Union - Lighntner/Peters	0	0.00	5,151.00	5,151.00	5,151.00
4110.003.51 City of Union Project Deposit	663,735	0.00	648,135.00	648,135.00	(15,600.00)
4110.005.41 SBIG 629 Grant-Dayton Freight	362,309	362,309.07	0.00	362,309.07	0.07
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	27,538	0.00	27,538.18	27,538.18	0.18
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	10,268	0.00	10,267.81	10,267.81	(0.19)
4910.000.49 Reimbursments - Fred/OSR	336,047	0.00	0.00	0.00	(336,047.00)
Total Revenues	8,241,052	694,721.66	6,043,243.12	6,737,964.78	(1,503,087.22)
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	118,800	0.00	0.00	0.00	118,800.00
5310.000.47 Engineering Services-Benchwood Station	4,235	240.12	4,235.35	4,475.47	(240.47)
5310.000.49 Engineering Services-FP/OSR Peters/OSR	204,507	0.00	64,967.45	64,967.45	139,539.55
5310.001.41 Engineering Services-OSR Curve	15,525	0.00	15,525.00	15,525.00	0.00
5310.001.54 Engineering Services-Martindale Ext Ph 2	11,713	0.00	11,712.75	11,712.75	0.25
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	114,949	0.00	135,440.00	135,440.00	(20,491.00)
5310.005.32 Engineering Services-Lightner/Peters	27,034	0.00	5,151.00	5,151.00	21,883.00
5310.009.15 Engineering Services-Projects Agreement	100,000	0.00	0.00	0.00	100,000.00
5330.000.47 ROW/Appraisals-Benchwood Station	50,000	0.00	0.00	0.00	50,000.00
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	96,350	0.00	96,350.00	96,350.00	0.0

Statement of Activity - MTD and YTD by Fund

707 - I70/75 Development

For 12/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 12/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
5530.000.47 Construction-Benchwood Station	1,301,850	0.00	1,301,849.75	1,301,849.75	0.25
5530.000.49 Construction - FP/OSR Peters/OSR	358,164	0.00	0.00	0.00	358,164.00
5530.000.54 Construction - Martindale Ext 2	377,445	0.00	377,455.00	377,455.00	(10.00)
5530.001.56 Construction - Ring Road	500,000	276,638.00	0.00	276,638.00	223,362.00
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	1,585,000	248,294.04	962,219.20	1,210,513.24	374,486.76
5530.008.51 Construction - Ph2 WWTP	663,735	0.00	648,135.00	648,135.00	15,600.00
5540.001.41 Project Management Fee - Dayton Freight	10,000	0.00	10,000.00	10,000.00	0.00
5540.001.47 Project Management Fee - Benchwood	12,572	0.00	0.00	0.00	12,572.00
5540.001.49 Project Management Fee - Fred/OSR	50,000	0.00	0.00	0.00	50,000.00
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	45,000	0.00	45,000.00	45,000.00	0.00
6300.000.15 Legal Expenses	18,775	0.00	0.00	0.00	18,775.00
6310.000.54 Misc Legal-Martindale Ph 2	3,600	0.00	3,588.00	3,588.00	12.00
6310.001.15 Union Project Mgmt/Development	3,375	0.00	545.10	545.10	2,829.90
6310.001.43 Misc Legal-Benchwood Station	0	0.00	(0.50)	(0.50)	0.50
6310.001.47 Misc Legal-Benchwood Station	50,000	0.00	37,678.31	37,678.31	12,321.69
6310.001.56 Misc Legal-Ring Road Ph 1	2,000	0.00	0.00	0.00	2,000.00
6310.002.56 RR-OSR Bridge	0	0.00	545.10	545.10	(545.10)
6310.003.41 Misc Legal-Dayton Freight-OSR	10,000	0.00	7,435.90	7,435.90	2,564.10
8400.000.54 Return of Project	9,000	0.00	9,000.00	9,000.00	0.00
Reimburseables-Martindale Ph 2					
8400.001.00 TIF Reimburseables	861,136	861,062.37	6,970.10	868,032.47	(6,896.47)
8610.000.15 Debt Service-Principal	1,402,665	0.00	1,402,670.01	1,402,670.01	(5.01)
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	100,000.00	100,000.00	0.00
8630.000.15 Debt Service-Interest	69,121	0.00	69,116.55	69,116.55	4.45
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	3,450.47	3,450.47	186.53
Total Expenditures	10,893,237	1,520,900.53	7,409,157.03	8,930,057.56	1,963,179.44
Excess Revenue Over (Under) Expenditures	(2,652,185)	(826,178.87)	(1,365,913.91)	(2,192,092.78)	460,092.22

PACKET PG: 27

Montgomery County Transportation Improvement District
Statement of Activity - MTD and YTD by Fund
708 - City of Brookville
For 12/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 12/31/2025	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	73,437.09	73,437.09	146,874.18	0.18
Total Revenues	146,874	73,437.09	73,437.09	146,874.18	0.18
<u>Expenditures (All non-capitalized costs)</u>					
8610.000.00 Debt Service-Principal	99,208	49,973.41	49,234.89	99,208.30	(0.30)
8630.000.00 Debt Service-Interest	47,666	23,463.68	24,202.20	47,665.88	0.12
Total Expenditures	146,874	73,437.09	73,437.09	146,874.18	(0.18)
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 12/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 12/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4110.000.00 City of Centerville	41,022	0.00	36,564.10	36,564.10	(4,457.90)
4111.000.00 Sugarcreek Township	6,537	0.00	0.00	0.00	(6,537.00)
4111.002.00 SIB Draws for 675/Wilmington Interchange	22,834	6,736.24	9,880.31	16,616.55	(6,217.45)
4111.003.00 TRAC Funding	97,940	0.00	81,176.42	81,176.42	(16,763.58)
4111.004.00 SIB Draws paid with Trac submissions Ph2	12,402	0.00	16,726.22	16,726.22	4,324.22
4112.000.00 Greene County	34,572	0.00	26,314.16	26,314.16	(8,257.84)
Total Revenues	215,307	6,736.24	170,661.21	177,397.45	(37,909.55)
<u>Expenditures (All non-capitalized costs)</u>					
5310.000.00 Engineering Services	22,834	0.00	0.00	0.00	22,834.00
5310.001.00 675/Wilm Eng Serv	122,585	(16,721.46)	129,718.24	112,996.78	9,588.22
8400.000.00 Return of Funds	0	1,672.15	0.00	1,672.15	(1,672.15)
8610.000.00 Debt Service-Principal	91,508	7,089.69	75,548.18	82,637.87	8,870.13
8630.000.00 Debt Service-Interest	22,865	1,940.40	19,173.65	21,114.05	1,750.95
Total Expenditures	259,792	(6,019.22)	224,440.07	218,420.85	41,371.15
Excess Revenue Over (Under) Expenditures	(44,485)	12,755.46	(53,778.86)	(41,023.40)	3,461.60

PACKET PG: 30

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

715 - Riverside

For 12/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 12/31/2025	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)	623,749	0.00	596,749.46	596,749.46	(26,999.54)
Total Revenues	623,749	0.00	596,749.46	596,749.46	(26,999.54)
<u>Expenditures (All non-capitalized costs)</u>					
5310.001.00 Engineering Svcs-SS4A Study	457,837	0.00	457,836.44	457,836.44	0.56
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	2,000	0.00	1,380.00	1,380.00	620.00
8400.000.00 Refund-Woodman Ph4	1,000	0.00	1,000.00	1,000.00	0.00
Total Expenditures	485,837	0.00	460,216.44	460,216.44	25,620.56
Excess Revenue Over (Under) Expenditures	137,912	0.00	136,533.02	136,533.02	(1,378.98)

PACKET PG: 31

Montgomery County Transportation Improvement District
Statement of Activity - MTD and YTD by Fund
716 - Clay Township/Clayton
For 12/31/2025

	Current Budgeted Amounts	Current Month to Date Actual 12/31/2025	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
<u>Revenues</u>					
4132.000.00 Clay Township	1,500	7,699.65	0.00	7,699.65	6,199.65
Total Revenues	1,500	7,699.65	0.00	7,699.65	6,199.65
<u>Expenditures (All non-capitalized costs)</u>					
6310.000.00 Misc legal exp - Clay Twp	1,500	0.00	7,177.15	7,177.15	(5,677.15)
Total Expenditures	1,500	0.00	7,177.15	7,177.15	(5,677.15)
Excess Revenue Over (Under) Expenditures	0	7,699.65	(7,177.15)	522.50	522.50

**Montgomery County TID
Bank Reconciliation
All Accounts**

As Of December 31, 2025

		Key Bank Checking	642,894.58	Reconciliation of TID Unrestricted Cash Balance	
		Less Outstanding Checks	(286,499.40)		
		Key Bank Savings	99,588.37	Adjusted Bank Balance	2,274,054.77
		Star Ohio	1,818,071.23	Less Funds held for other:	
		US Bank - Austin Landing	-	Sycamore Trails	-
		<i>Reconciliation issue</i>	(0.01)	Austin Landing Trust	-
		Adjusted balance	2,274,054.77	Benchwood	(9,435.89)
				Air Cargo (Concord)	(22,743.84)
				675 Development	-
				Clay Township/Clayton	(644.00)
				Union/US 40 debt service	(328,959.14)
Fund	700 Operating Fund		1,922,668.61		
	702 Austin Road			Unrestricted TID Cash Balance for operations - CM	1,912,271.90
	TID Deficit Carry on unreimbursed (b/c reserves)	-		Unrestricted TID Cash Balance for operations - PM	1,861,669.00
	Austin East	-			
	Miamisburg Funds:			Project Carrying Costs	
	Church Connector	(698.26)		Riverside	4,580
	Austin Landing Phase 1/2 Trust	-		725/741 Pedestrian Access	690
	Terrington PS/Deer Valley	-		West Carrollton	1,363
	703 725/741 Development Fund	(689.98)		Church Connector	698
	707 I70/I75 Development Fund	-			7,331
	City of Union TIF Deposits (used for others)	-		TID Fees 2025 year to date:	
	City of Union - Other Projects	328,959.14		Union Development Fees	48,000
	US 40	0.19		Frederick/OSR Intersection	50,000
	Benchwood Station	9,435.89		Martindale Phase 2	25,000
	Air Cargo (Concord)	22,743.84		Ring Road	30,000
	710 675 Development Fund	(3,065.94)		Church Connector	25,000
	712 Downtown Miamisburg	-		Sycamore Trails	309,000
	Riverfront Park Phase 2	-		Union Paving	15,000
	Sycamore Trails	0.03		Dayton Freight	10,000
	715 Riverside	(4,580.00)		Benchwood	12,572
	716 Clay Twp/Clayton	644.00		Union TIF management	45,000
	717 West Carrollton	(1,362.75)		Austin East	50,000
	Total	2,274,054.77		Total Project Fees	619,572
	Variance	-		Other Operating Revenue - Montgomery County	300,000

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT
RESOLUTION NUMBER 2026-03**

**RESOLUTION APPROVING NOVEMBER 2025 AND DECEMBER 2025 PAYMENT
OF BILLS AND EXPENSES APPROVED BY THE EXECUTIVE DIRECTOR AND TID STAFF**

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

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

BE IT THEREFORE RESOLVED by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached Bills and Expenses for November 2025 and December 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 8th day of January, 2026.

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
November 1 - December 31, 2025

OPERATIONS		
ACCE	\$ 674.06	Disability Benefits (2 months)
AccuFund, Inc.	\$ 714.00	Accounting Software - 1st Qtr License
Adobe	\$ 239.88	Adobe Pro Annual License
American Society of Civil Engineers (ASCE)	\$ 160.00	Membership Renewal (S. Morton)
American Society of Civil Engineers (ASCE)	\$ 296.00	Membership Renewal (V. Glotfelter)
Back To Business IT (The GreenTree Group)	\$ 1,164.00	Billable Services-September/October
Bluebeam Inc.	\$ 520.00	Bluebeam Annual Licenses (2 total)
Bureau of Worker's Compensation	\$ 899.38	Monthly Contributions (2 months)
Dayton Area Chamber of Commerce	\$ 35.00	Executive Women's Council Leadership Panel (V.Glotfelter)
Dayton Convention Center	\$ 4,194.36	MCTID Annual Luncheon
Dayton Development Coalition	\$ 130.00	2025 Annual Meeting Registration (V. Glotfelter, S. Morton)
Engineers Club of Dayton	\$ 120.00	DSPE Presentation (V. Glotfelter)
Fraunfelter Accounting Services	\$ 3,465.00	Accounting Services - October/November
Vanessa Glotfelter	\$ 952.15	Expense Report - October/November
Vanessa Glotfelter	\$ 903.71	Credit Card - November/December
Veronica Hull	\$ 330.74	Expense Report - October/November
Mike Eddy, Consultant	\$ 3,251.59	Professional Services - October/November
Microsoft	\$ 490.20	Monthly Licenses/Subscription Fees (2 months)
Montgomery County Human Services	\$ 23,652.00	Health Benefits - September/October/November
Montgomery County Purchasing	\$ 655.79	Parking/Validations/Postage
Sam Morton	\$ 1,065.24	Expense Report - October/November
Office Supplies/Misc.	\$ 376.46	Office / Paper / Printing Supplies / Parking
Ohio State Board of Professional Engineers/Surveyors	\$ 87.00	License / Biennial Renewal (V. Glotfelter, S. Morton)
Ohio Transportation Engineering Conference (OTEC)	\$ 530.04	Lodging (S. Morton)
Public Employees Retirement System	\$ 9,324.58	Monthly Contribution (2months)
Rasor	\$ 2,261.25	Public Outreach / Communications-June to September
Sebaly, Shillito + Dyer	\$ 4,345.93	Legal Services - September/October
675/WILMINGTON INTERCHANGE		
City of Centerville	\$ 1,672.15	Refund of Funds
LJB, Inc.	\$ 6,736.24	Professional Services - Feasibility Study
AUSTIN EAST		
TEC Engineering	\$ 9,281.50	TIS Revisions
Sebaly, Shillito + Dyer	\$ 1,090.20	Legal Services - September/October
SYCAMORE TRAILS		
Double Jay Construction	\$ 33,758.95	Construction - Pay Application #19
MOUND / CHURCH CONNECTOR		
LJB, Inc.	\$ 1,053.69	Engineering Services (Local Share)
STATE ROUTE 49		
Sebaly, Shillito + Dyer	\$ 6,177.80	Legal Services (Clay Township) - September/October
BENCHWOOD STATION		
LJB, Inc.	\$ 240.12	Engineering Services
Sebaly, Shillito + Dyer	\$ 3,522.20	Legal Services (ROW) - September/October
CITY OF UNION PROJECT DEVELOPMENT		
City of Union	\$ 861,062.37	TIF Closeout / Return of Funds
2025 UNION PAVING		
Balsbaugh Excavating	\$ 77,957.50	Pay Application #2
Paving Technology, Inc.	\$ 44,910.64	Paving / Reclamite
Wagner Paving	\$ 245,630.40	Paving / Concrete Repair
OLD SPRINGFIELD ROAD / PETERS PIKE		
Balsbaugh Excavating	\$ 629,481.00	Construction - Pay Application #4 - #5
OLD SPRINGFIELD ROAD CURVE		
Balsbaugh Excavating	\$ 276,638.00	Construction - Pay Application #1
Sebaly, Shillito + Dyer	\$ 545.10	Legal Services - September/October
RING ROAD PROJECT		
Arcadis Engineering Services	\$ 33,860.00	Engineering Services

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2026-04

**RESOLUTION ACKNOWLEDGING THE COMPLETION OF THE ODOT TRAC TIER II AND SIB
LOAN FUNDING, ACKNOWLEDGING THE RELEASE OF ENCUMBERED FUNDS FROM DISTRICT
8 FOR THE I-675/WILMINGTON PIKE INTERCHANGE PROJECT**

WHEREAS, the Board of Trustees (“Board”) of the Montgomery County Transportation Improvement District (“TID”), by action of Resolution 2020-84, approved the I-675/Wilmington Pike Interchange Projects and District Services Agreement with Montgomery County and Greene County in accordance with Sections 5540.03 and 5540.18 of the Ohio Revised Code, authorizing the TID to assist with projects located in Greene County and permitting the TID’s involvement to (1) define the scope of one or more Interchange Projects, (2) provide for the TID to support and provide services for such Interchange Project(s); and

WHEREAS, by action of Resolution 2020-97, the Board approved a Phase 1 Project Management and Financing Agreement (“PMFA”) for the I-675/Wilmington Pike Interchange Project with the City, Greene County, and Sugarcreek Township to initiate traffic counting and define subsequent Interchange projects; and

WHEREAS, by action of Resolution 2021-13, the Board approved an Amended & Restated Phase 1 PMFA for the I-675/Wilmington Pike Interchange Project (“Project”), incorporating an expanded Phase 1 Project scope and plan for financing the expanded scope; and

WHEREAS, by action of Resolution 2021-15, the Board approved the submission of an application to the Ohio Department of Transportation’s (“ODOT”) Transportation Review Advisory Council (“TRAC”) specifically for Tier II funding and was awarded \$3 million for preliminary engineering, design, and right-of-way for the modification of the Project; and

WHEREAS, by action of Resolution 2022-26, the Board approved the Phase 2 Addendum to the PMFA for the Project with the City and Greene County to incorporate the procurement of necessary design and engineering services for the TRAC Tier II funding of the Project; and

WHEREAS, by action of Resolution 2022-27, the Board authorized the TID, in consultation with the City and Greene County Engineer, to (1) negotiate and execute a TRAC Tier II agreement with ODOT, and (2) act as the responsible lead agency for the administration and implementation of the TRAC Tier II phase of the Project; and

WHEREAS, the parties have fulfilled their respective duties, responsibilities, and commitments in connection with the foregoing, and ODOT District 8 has released the encumbered balances associated with PID 115160 related to TRAC Tier II funding and State Infrastructure Bank Loans (“SIB”) 210006 and 230006.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby acknowledges the release of encumbered balances by ODOT District 8 associated with PID 115160 related to TRAC Tier II funding and SIB Loans 210006 and 230006 for the I-675/Wilmington Pike Interchange Project.

BE IT FURTHER RESOLVED, that the TID will fulfill its continuing obligations as the lead local agency under the terms of the LPA Federal ODOT Let Project Agreement and the SIB Loan Agreements—specifically related to financial reporting, audit requirements, and record retention.

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2026-04

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Executive Director, Secretary/Treasurer, Finance Director, TID's General Counsel, and Ohio Department of Transportation District 8.

Adopted the 8th day of January, 2026.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

4926264.2

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2026-05

**RESOLUTION ACCEPTING AND APPROVING THE PROPOSAL FROM WOOLPERT, INC.
FOR PRELIMINARY ENGINEERING FOR THE WOODMAN GATEWAY PROJECT, PID # 122972
AND AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE
AGREEMENTS WITH WOOLPERT, INC.**

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

WHEREAS, by action of Resolution 2025-16, the Board approved a Project Management & Financing Agreement ("PMFA") with the City to memorialize the respective duties and obligations with respect to financing, preliminary design and engineering services, and Stage 2 submittals ("Phase I Tasks"), and development of the Woodman Gateway Project ("Project"); and

WHEREAS, the City of Riverside was awarded \$1.5 million of Community Project Funding from Congressman Mike Turner for the Project that will be allocated by the Ohio Department of Transportation ("ODOT"); and

WHEREAS, by action of Resolution 2025-36, the Board approved the TID, in consultation with the City, that the TID act as the responsible Local-Let Agency ("LPA") for the administration and implementation of funds for the Project; and

WHEREAS, by action of Resolution 2025-45, the Board approved submission of an application to the Ohio Department of Transportation's ("ODOT") 2025 Transportation Review Advisory Council ("TRAC") for Tier II funds for detailed design funding for the Project; and

WHEREAS, Woolpert, Inc. ("Woolpert") has submitted a proposal with scope and fees to perform preliminary engineering and engineering services for the Project, upon ODOT's approval and encumbrance of funds, in amount not to exceed \$473,364; and

WHEREAS, the Executive Director, in concurrence with the City and ODOT, has reviewed the proposal dated November 4, 2025, from Woolpert for preliminary engineering and engineering services and recommends approval.

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the Executive Director that the attached proposal dated November 4, 2025, from Woolpert for preliminary engineering and engineering services for the Woodman Gateway Project, in an amount not to exceed \$473,364, be and hereby accepted.

BE IT RESOLVED, by the Board that the Executive Director be and is hereby authorized to negotiate and execute a Local-Let Project Consultant Agreement with Woolpert and ODOT, incorporating such provisions that may be required in final negotiations, provided that the Executive Director and General Counsel determine that such changes are not detrimental to the TID or the Project.

BE IT FURTHER RESOLVED, that the Executive Director is authorized to negotiate and execute a Professional Services Agreement with Woolpert upon receipt of ODOT's approved Local-Let Consultant Agreement, incorporating such provisions that may be required in final negotiations, provided that the Executive Director and General Counsel determine that such changes are not detrimental to the TID for 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, Ohio Department of Transportation, City of Riverside, and Woolpert, Inc.

Adopted the 8th day of January, 2026.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

SUMMARY OF STEPS

SUMMARY OF STEPS

C-R-S **MOT-Woodman Gateway**
Consultant: Woolpert
Agreement No.
Modification No. 2
PID No. 122972
Proposal Date 11/4/2025

Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:								
Planning Phase								
\$75.64	100	\$7,564	\$15,247	\$173	\$50	\$26,018	\$2,170	\$51,222
Preliminary Engineering Phase								
\$65.52	1545	\$101,226	\$204,041	\$2,318	\$2,100	\$77,185	\$29,044	\$415,914
Environmental Engineering Phase								
#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Final Engineering Phase								
#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Engineering Phase								
#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL AUTHORIZED TASKS								
\$66.13	1645	\$108,790	\$219,288	\$2,491	\$2,150	\$103,203	\$31,214	\$467,136
IF-AUTHORIZED TASKS:								
Planning Phase								
Preliminary Engineering Phase								
\$76.00	2	\$152	\$306	\$3	\$0	\$5,722	\$44	\$6,227
Environmental Engineering Phase								
Final Engineering Phase								
Construction Engineering Phase								
TOTAL IF-AUTHORIZED TASKS								
GRAND TOTAL								
	1647	\$108,942	\$219,594	\$2,495	\$2,150	\$108,925	\$31,258	\$473,364

C-R-S		PROPOSAL LABOR SUMMARY													Version: Excel current to 0007 Sept 2021 Tasks current with July 2024 Fee Guidelines	
Consultant:	MOT-Woodman Gateway															
Agreement No.	Woolpert															
Modification No.	2															
PID No.	122972															
Proposal Date	11/4/2025															
		No. of Units	Principal	Project Manager	Senior Traffic Engineer	Senior Road Engineer	Senior Structures Engineer	Roadway Engineer	Traffic Engineer	Engineer in Training	Engineering Technician	Planner	Clerical/Accounting	Surveyor	Total	
Task Description			\$94.00	\$76.00	\$72.00	\$76.00	\$75.00	\$67.00	\$54.00	\$42.00	\$41.00	\$70.00	\$35.00	\$65.00	Hours	Cost
AUTHORIZED TASKS:																
1 - Planning Phase																
1.2 - Project Initiation Package																
1.2.A - Define Study Area and Logical Termini		1		2											3	\$246
1.2.B - Conduct Field Review (walk through)		4		6		6		2							18	\$1,422
1.2.C - Identify Discipline Specific Issues for Project Initiation Package																
1.2.C.A - Identify Design Issues		1		2	2	2									7	\$542
1.2.D - Project Initiation Package Preparation and Submittal		1		1											2	\$170
TOTAL 1.2 - Project Initiation Package		7		11	2	8	0	2	0	0	0	0	0	0	30	\$2,389
1.3 - Existing Data, Research and Analysis																
1.3.C - Traffic Counts																
1.3.C.A - Turning Movement Counts at Intersections - No Build				2											2	\$152
1.3.H - Develop Purpose & Need		4		4	16							24			48	\$3,512
TOTAL 1.3 - Existing Data, Research and Analysis		4		6	16	0	0	0	0	0	0	24	0	0	50	\$3,664
1.4 - Stakeholder Involvement and Public Involvement Plan																
1.4.A - Public Involvement Plan		4		4								12			20	\$1,520
TOTAL 1.4 - Stakeholder Involvement and Public Involvement Plan		4		4	0	0	0	0	0	0	0	12	0	0	20	\$1,520
TOTAL 1 - Planning Phase		15	21	18	8	0	0	2	0	0	0	36	0	0	100	\$7,564
2 - Preliminary Engineering Phase																
2.1 - Develop Preliminary Alternatives																
2.1.A - Prepare and Complete Feasibility Study Report																
2.1.A.A - Planning Level Traffic for Feasible (Build) Alternatives				2	8				24						34	\$2,024
2.1.A.C - Capacity Analysis Feasible (Build) Alternative(s)				2	16				80						98	\$5,624
2.1.A.D - Safety Analysis for Feasible (Build) Alternative(s)		1		4	16				56						77	\$4,574
2.1.A.F - Typical Section	12			4	2	2		8		16					32	\$1,808
2.1.A.G - Preliminary Alignment and Profile	5	8	20	24	24	24		48		40					164	\$10,720
2.1.A.H - Cross-Sections	13	2	8	16				30		100					156	\$8,222
2.1.A.I - Mapping	1							2		8				8	18	\$990
2.1.A.J - Stakeholder Public Involvement	3	33	9									9			51	\$4,416
2.1.A.K - Prepare Feasibility Study	1	8	8	36	12	16		40	40	24					184	\$11,912
TOTAL 2.1 - Develop Preliminary Alternatives		52	57	102	54	16		128	200	188	0	9	0	8	814	\$50,290
2.2 - Perform Environmental Field Studies																
2.2.A - Property Owner Notification				2						38					40	\$1,748
2.2.B - Cultural Resources Scoping Request From															0	\$0
2.2.C - Ecological Survey Report				2											2	\$152
2.2.D - Regulated Materials Review Screening				2		4									6	\$456
2.2.E - Social and Economic Resources (if Authorized)															0	\$0
2.2.F - 4(f) determinations				8											8	\$608
2.2.G - Noise Analysis				1											1	\$76
2.2.H - Prepare Environmental Document															0	\$0
TOTAL 2.2 - Perform Environmental Field Studies		0	15	0	4	0	0	0	38	0	0	0	0	0	57	\$3,040
2.3 - AER Design																
2.3.C - Drainage																
2.3.C.E - Conceptual BMP					12			32							44	\$3,056
2.3.G - Utilities																
2.3.G.A - Utility Coordination and Documentation				2	4			16		32					54	\$2,856
2.3.H - Miscellaneous																
2.3.H.C - Determine potential locations for retaining walls				4		8	8			8					28	\$1,848
TOTAL 2.3 - AER Design		0	6	4	20	8		48	0	40	0	0	0	0	126	\$7,760
2.4 - Prepare Cost Estimates																
2.4.A - Roadway/Interchange Costs		2		10				44							56	\$3,896
2.4.B - Right of Way Costs				4				6						8	18	\$1,226
2.4.C - Utility				4				4							8	\$572
TOTAL 2.4 - Prepare Cost Estimates		2	18	0	0	0	0	54	0	0	0	0	0	8	82	\$5,694
2.5 - AER Submittal and Other Studies																
2.5.D - Structures																
2.5.D.A - Bridge Structure Type Study (break out each bridge separately)	0					32									32	\$2,400
TOTAL 2.5 - AER Submittal and Other Studies		0	0	0	0	32	0	0	0	0	0	0	0	0	32	\$2,400
2.6 - Public Involvement/Coordination																
2.6.A - Public Involvement / Coordination		8	16		8			24	8	24		12			100	\$6,464
TOTAL 2.6 - Public Involvement/Coordination		8	16	0	8	0		24	8	24	0	12	0	0	100	\$6,464
2.7 - Geotechnical Services																
2.7.D.A - Geotechnical Services and Report				2		2				2					6	\$388
2.8 - Project Management for Preliminary Engineering Phase																
2.8.A - Meetings	12	24	36		24									8	92	\$7,336
2.8.B - General Oversight	62	62	124										18	12	216	\$16,662
2.8.C - Project Set Up			12												20	\$1,192
TOTAL 2.8 - Project Management for Preliminary Engineering Phase		86	172	0	24	0	0	0	0	0	0	0	26	20	328	\$25,190
Total - 2 Preliminary Engineering Phase		148	286	106	112	56	254	208	292	0	21	26	36		1545	\$101,226
TOTAL AUTHORIZED PARTS																
		163	307	124	120	56	256	208	292	0	57	26	36		1645	\$108,790
IF-AUTHORIZED TASKS:																
2.2.E - Social and Economic Resources (IF Authorized)				2											2	\$152
TOTAL IF-AUTHORIZED PARTS		0	2	0	0	0	0	0	0	0	0	0	0	0	2	\$152
GRAND TOTAL		163	309	124	120	56	256	208	292	0	57	26	36		1647	\$108,942

C-R-S	MOT-Woodman Gateway	DIRECT COSTS										Excel current to ODOT
Consultant:	Woolpert											
Agreement No.	0											
Modification No.	2											
PID No.	122972											
Proposal Date	11/4/2025											
Task Description	Unit Cost:	Milage (per mile)	MMS (daily)	3D Laser Scanner (Per Hour)	Survey Truck (Per Day)	Survey Equipment (Per Hour)	Survey Plotting Fees (Each)	OEPA NOI Fee	Direct Cost 8	Direct Cost 9	Total	
		\$0.580	\$5,000.00	\$48.00	\$130.00	\$11.00	\$500.00	\$500.00	\$1.00			
AUTHORIZED TASKS:												
1 - Planning Phase												
		Units	Units	Units	Units	Units	Units	Units	Units	Units		\$
1.2 - Project Initiation Package												
1.2.A - Define Study Area and Logical Termini												\$0.00
1.2.B - Conduct Field Review (walk through)		\$87										\$50.46
1.2.C - Identify Discipline Specific Issues for Project Initiation Package												
1.2.C.A - Identify Design Issues												\$0.00
1.2.D - Project Initiation Package Preparation and Submittal												\$0.00
TOTAL 1.2 - Project Initiation Package		\$50.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$50.46
1.3 - Existing Data, Research and Analysis												
1.3.C - Traffic Counts												
1.3.C.A - Turning Movement Counts at Intersections - No Build												\$0.00
1.3.H - Develop Purpose & Need												\$0.00
TOTAL 1.3 - Existing Data, Research and Analysis		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
1.4 - Stakeholder Involvement and Public Involvement Plan												
1.4.A - Public Involvement Plan												\$0.00
TOTAL 1.4 - Stakeholder Involvement and Public Involvement Plan		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
TOTAL 1 - Planning Phase		\$50.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$50.46
2 - Preliminary Engineering Phase												
2.1 - Develop Preliminary Alternatives												
2.1.A - Prepare and Complete Feasibility Study Report												
2.1.A.A - Planning Level Traffic for Feasible (Build) Alternatives												\$0.00
2.1.A.C - Capacity Analysis Feasible (Build) Alternative(s)												\$0.00
2.1.A.D - Safety Analysis for Feasible (Build) Alternative(s)												\$0.00
2.1.A.F - Typical Section												\$0.00
2.1.A.G - Preliminary Alignment and Profile												\$0.00
2.1.A.H - Cross-Sections												\$0.00
2.1.A.I - Mapping												\$0.00
2.1.A.J - Stakeholder Public Involvement												\$0.00
2.1.A.K - Prepare Feasibility Study												\$0.00
TOTAL 2.1 - Develop Preliminary Alternatives		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
2.2 - Perform Environmental Field Studies												
2.2.A - Property Owner Notification												\$0.00
2.2.B - Cultural Resources Scoping Request From												\$0.00
2.2.C - Ecological Survey Report												\$0.00
2.2.D - Regulated Materials Review Screening												\$0.00
2.2.E - Social and Economic Resources (if Authorized)												\$0.00
2.2.F - 4(f) determinations												\$0.00
2.2.G - Noise Analysis												\$0.00
3.5.A - Prepare Environmental Document												\$0.00
TOTAL 2.2 - Perform Environmental Field Studies		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
2.3 - AER Design												
2.3.C - Drainage												
2.3.C.E - Conceptual BMP												\$0.00
2.3.G - Utilities												
2.3.G.A - Utility Coordination and Documentation												\$0.00
2.3.H - Miscellaneous												
2.3.H.C - Determine potential locations for retaining walls												\$0.00
TOTAL 2.3 - AER Design		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
2.4 - Prepare Cost Estimates												
2.4.A - Roadway/Interchange Costs												\$0.00
2.4.B - Right of Way Costs												\$0.00
2.4.C - Utility												\$0.00
TOTAL 2.4 - Prepare Cost Estimates		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
2.5 - AER Submittal and Other Studies												
2.5.D - Structures												
2.5.D.A - Bridge Structure Type Study (break out each bridge separately)												\$0.00
TOTAL 2.5 - AER Submittal and Other Studies		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
2.6 - Public Involvement/Coordination												
2.6.A - Public Involvement / Coordination		\$87							\$2,000			\$2,050.46
TOTAL 2.6 - Public Involvement/Coordination		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000	\$0.00		\$2,050.46
2.7.D - Geotechnical Services												
2.7.D.A - Geotechnical Services and Report												\$0.00
2.8 - Project Management for Preliminary Engineering Phase												
2.8.A - Meetings												\$0.00
2.8.B - General Oversight												\$0.00
2.8.C - Project Set Up												\$0.00
TOTAL 2.8 - Project Management for Preliminary Engineering Phase		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Total - 2 Preliminary Engineering Phase		\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000	\$0		\$2,050.00
		\$100.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00		\$2,100.46
IF-AUTHORIZED TASKS:												
2.2.E - Social and Economic Resources (if Authorized)												\$0.00
0												\$0.00
0												\$0.00
TOTAL IF-AUTHORIZED PARTS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
GRAND TOTAL		\$100.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00		\$2,100.46

MONTGOMERY COUNTY TID

AGREEMENT NO. 43666

This Agreement No. 43666 entered into this _____ day of _____, 20____, by and between the Montgomery County TID, acting by and through the Executive Director, hereinafter referred to as the TID, and Woolpert, Inc., hereinafter referred to as the Consultant, with an office located at 4454 Idea Center Boulevard, Suite 100, Dayton, Ohio 45430.

That the TID and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the TID for preparation of the Project Development Process for corridor safety improvements in Montgomery County, Ohio, identified as MOT-Woodman Gateway.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The TID and the Consultant agree to the attached Invoice & Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Project Schedule.

CLAUSE III - PRIME COMPENSATION

The TID agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Project Development Process.

Part 1: Planning thru Preliminary Engineering.

Actual costs plus a fixed fee of Thirty-One Thousand Two Hundred Fourteen Dollars (\$31,214.00). However, the maximum prime compensation shall not exceed Four Hundred Sixty-Seven Thousand One Hundred Thirty-Seven Dollars (\$467,137.00).

Part 2: Social and Economic Resources

Actual costs plus a fixed fee of Forty-Four Dollars (\$44.00). However, the maximum prime compensation shall not exceed Six Thousand Two Hundred Twenty-Seven Dollars (\$6,227.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Four Hundred Seventy-Three Thousand Three Hundred Sixty-Four Dollars (\$473,364.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the TID, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

CLAUSE IV – CONFLICT OF INTEREST AND ETHICS

The Parties affirm that they have read, understand and agree to comply with the Conflict of Interest and Ethics laws including 23 CFR §1.33, 23 CFR 636.116, and Ohio Revised Code sections 102.03, 2921.42, and 2921.43.

CLAUSE V - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The attached Final Scope of Services Minutes dated November 5, 2025.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<https://obm.ohio.gov/areas-of-interest/agency-overview/obm-travel-rule>).

CLAUSE VI - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

The parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Executive Director.

WOOLPERT, INC.

By: _____

Title: _____

MONTGOMERY COUNTY TID

Vanessa Glotfelter
Executive Director

APPROVED AS TO FORM:

By: _____

Title: _____

**PROFESSIONAL SERVICES AGREEMENT
WOOLPERT, INC. - WOODMAN GATEWAY PROJECT**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2026 (the “Effective Date”), by and between the **MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT**, an Ohio body politic and corporate (the “TID”), and **WOOLPERT, INC.** (“Consultant”), under the following circumstances:

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

- A. Consultant will comply with all applicable federal, state, county, municipal and other governmental statutes, codes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence affecting the Services and the Deliverables (collectively, “Laws”).
- B. Consultant will perform the Services in a good and prompt manner with professional skill and care that meets or exceeds industry standards and applicable Laws.
- C. Any materials provided by Consultant to the TID, including, without

limitation the Deliverables, shall meet or exceed industry standards and applicable Laws.

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

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

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

4. **Indemnification.** Consultant shall indemnify and hold harmless the TID and its officers, trustees, agents, employees, administrators, successors and assigns (collectively, the “Indemnified Parties”) from and against any and all actions, costs, claims, losses, expenses and/or damages, including reasonable attorneys’ fees, to the extent caused by performance of the Services or delivery of the Deliverables, Consultant’s breach of this Agreement, including without limitation the warranties set forth in Section 3 of this Agreement, and/or the negligence or willful misconduct of Consultant or its agents, contractors, employees or anyone for whose acts Consultant may be liable.

5. **“Works Made for Hire”; Work Product Rights.** All work product, including but not limited to any drawings, plans, schematics, surveys, blueprints, and other materials created by Consultant while providing Services to the TID under this Agreement, including but not limited to the Deliverables (collectively, “Work Product”) will be “works made for hire” and shall be the sole and exclusive property of the TID. In the event that any Work Product is deemed not a “work made for hire,” Consultant hereby grants, releases and assigns to the TID, all right, title and interest, including ownership of copyrights, patents and all other intellectual property, in and to any Work Product, which includes all improvements, additions and modifications made by Consultant in the course of developing or preparing Work Product. To the extent that the Work Product contains any pre-existing materials, Consultant grants the TID an irrevocable, worldwide, nonexclusive, paid-up, royalty-free right and license to use, execute, reproduce, perform, display, distribute, and prepare derivative works of such pre-existing material and derivative works, as well as to authorize others to do any or all of the above. Upon the TID’s request, Consultant will provide the TID with such assistance as the TID may reasonably request, including whatever documents, information or materials are in Consultant’s possession or available to Consultant, in order to enable the TID to protect its ownership rights, including copyrights and patents, in any Work Product.

6. **Insurance.**

A. Consultant shall obtain and maintain the following insurance: (i) professional liability insurance with liability limits of at least \$2,000,000; (ii) general Liability Insurance with liability limits of at least \$2,000,000; and (iii) statutorily required

workers compensation.

B. Consultant 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 Section 6.A. above. All such insurance shall be placed with insurance carriers licensed to do business in Ohio. Such policies, except Professional Liability and Workers' Compensation, shall name all subcontractors and the TID as additional insureds with primary noncontributory coverage for liability arising out of Consultant's operations. Consultant hereby waives any rights of recovery for bodily injury or property damage it may otherwise have had against the TID, but only to the extent such loss or damage is covered by the insurance required to be carried by Consultant hereunder (Ohio workers' compensation excepted). Consultant 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.

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

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

9. **Independent Contractor.** Consultant is an independent contractor and all persons employed and/or appointed to furnish the Services and the Deliverables on behalf of Consultant are not employees or agents of the TID. Consultant shall be solely responsible for the compliance with all applicable Laws with respect to Consultant and its employees and contractors. Any and all payroll taxes, social security benefits, insurance requirements, or employment benefits of any kind whatsoever of Consultant or its employees shall be borne exclusively by Consultant and not the TID, and Consultant shall indemnify the TID for any failure to comply with the foregoing. Neither party shall have the ability to incur any liability or obligation on behalf of the other party.

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

11. **Notice.** Any notice, communication, request or reply ("Notice") made or accepted by either party to the other must be made in writing and shall be effectively given if addressed to the party to be notified and sent by certified or registered mail, postage prepaid with return receipt requested, or shipped by a recognized overnight delivery service, or delivered in person to such party. Any Notice shall be effective, unless otherwise stated in this Agreement, (a) from and after

the expiration of three (3) business days, if sent by mail, and (b) from and after the expiration of two (2) business days after being sent by recognized overnight delivery services. For purposes of Notice the addresses of the parties shall, until changed as hereinafter provided, be as follows:

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

If to Consultant: Woolpert, Inc.
 4454 Idea Center Boulevard, Suite 100
 Dayton, Ohio 45430-1500

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

12. Termination.

A. This Agreement may be terminated by the TID for any reason or for no reason upon not less than seven (7) days' prior written notice to Consultant.

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

13. Discrimination. Consultant will not discriminate, and will use its best efforts to prohibit any subcontractors, consultants or professionals employed or retained by Consultant in connection with this Agreement from discriminating, against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, veteran status or ancestry in violation of applicable laws, and 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 race, religion, color, sex, national origin, disability, age, veteran status or ancestry as required by applicable laws, and incorporate the requirements of this Section 13 in all of its respective contracts and subcontracts related to the provision of the Services and delivery of the Deliverables hereunder (other than contracts or subcontracts for standard commercial supplies or raw materials).

14. Confidentiality. Consultant agrees that all information provided by the TID to Consultant pursuant to this Agreement (the "Confidential Information") shall not, without the TID's authorization, be disclosed to any other party or used by Consultant for any purpose, except as contemplated by this Agreement or as required by applicable Laws. Consultant shall protect the confidentiality of the Confidential Information using the same measures it takes to protect its own confidential information, and shall restrict access to the Confidential Information to

Consultant's personnel on a need to know basis. The Confidential Information shall be returned (or, at the TID's request, destroyed) upon the TID's request. In the event Consultant receives a subpoena or other validly-issued administrative or judicial order requesting the Confidential Information (an "Order"), Consultant shall promptly notify the TID of such receipt, cooperate with the TID to obtain protective orders or to otherwise resolve the issues related to such Order. Consultant may, thereafter, comply with any such Order as required by law. Consultant shall disclose Confidential Information to third parties as requested by the District.

15. **Miscellaneous.** The section headings used in this Agreement are for reference purposes only and are not to be construed as a part of this Agreement. This Agreement may be amended or modified only by a written instrument executed by the TID and Consultant. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original for all purposes, but all of which shall constitute one and the same agreement. A failure of either party to insist upon or enforce any term or provision or to exercise any right, option, or remedy of the Agreement, or to require at any time performance of any provision hereof, shall not be construed as a waiver of any such term or provision. No waiver by either party of any term or provision hereof shall be binding unless made in writing and signed by such party. The recitals to this Agreement shall be incorporated into this Agreement as if set forth fully herein. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. This Agreement, including the exhibits attached hereto, contains the entire agreement between the parties, superseding any prior agreements and writings. All claims, counterclaims, disputes and other matters in question arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Montgomery County, Ohio. The provisions of Sections 3, 4, 5, 6, 9, 10, 11, 12, 14, and 15 will survive the expiration or termination of this Agreement.

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

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

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

Vanessa A. Glotfelter, Executive Director

WOOLPERT, INC.

By: _____

Print Name: _____

Title: _____

Exhibit A

Scope of Services

Woolpert's proposal dated November 4, 2025 is attached.

Exhibit B**Fees; Payment of Fees**

Woolpert, Inc. will be paid on an hourly basis with an authorized budget not to exceed \$467,136, plus if-authorized tasks of \$6,227 for a total budget not to exceed \$473,364. If-authored tasks will be approved as addendums/modifications to the Professional Services Agreement.

Should the total cost of the work be greater than the authorized budget amount, Woolpert, Inc. will notify the MCTID and provide a revised budget for review and approval. In this event continued performance is subject to additional funding, as mutually agreed.