



BOARD OF TRUSTEES MEETING
 THURSDAY – FEBRUARY 12, 2026 – 9:30 A.M.
 MONTGOMERY COUNTY ADMINISTRATION BUILDING
 10TH FLOOR MEETING ROOM - 1002

BUSINESS MEETING

| | | | <u>PKT</u> |
|-------------------|----------------|----------------------------------|-------------------|
| | | | <u>PG</u> |
| Resolution | 2026-06 | Minutes: January 8, 2026 Meeting | 2 |
| Resolution | 2026-07 | Financial Reports: January 2026 | 6 |
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AUSTIN CROSSING PROJECT

| | | | |
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| Resolution | 2026-09 | Miami Township Project Management & Financing Agreement Addendum | 14 |
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RIVER DISTRICT ROADWAY & SIGNAL IMPROVEMENT PROJECT

| | | | |
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PUBLIC COMMENT

EXECUTIVE SESSION

ADJOURN

NEXT MEETING

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

MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT

RESOLUTION NUMBER 2026-06

**RESOLUTION APPROVING THE MINUTES OF THE JANUARY 8, 2026
REGULAR BOARD MEETING 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 January 8, 2026, regular meeting and found them to be a full and accurate account of the mentioned meeting.

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the minutes of January 8, 2026, regular meeting 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 12th day of February, 2026.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer



MINUTES OF THE JANUARY 8, 2026 BOARD MEETING

The two hundred and ninety-eighth 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 January 8, 2026.

Mr. Hibner called the meeting to order at 9:39 AM.

VOTING BOARD

Walt Hibner
Dave Bills
April Hauser

EXCUSED ABSENCE

Stephanie Keinath
Rob Beeler

STAFF

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

OTHERS IN ATTENDANCE

Tawana Jones, Montgomery Co. Econ. Dev. Andrea Stevenson, DLZ
Emily Bradford, Montgomery Co. Econ. Dev. Nick Yerezian, Kleingers

Business Meeting**■ Minutes of November 13, 2025 {Resolution 2026-01}**

Mr. Hibner referred the Board to Resolution 2026-01 and the minutes of November 13, 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 2026-01, approving the minutes of November 13, 2025, as presented, was moved by Mr. Bills, seconded by Ms. Hauser, and unanimously approved.

■ Financial Report: November 2025 & December 2025 {Resolution 2026-02}

Mr. Hibner referred the Board to Resolution 2026-02 and the Financial Reports for November and December 2025, copies of which were included in the Board Packet.

November 2025 Financial Reports:

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

- 1) Austin Road (#702) – Packet Page 10:
 - \$25,640.80 received from Miami Township for the Austin Phase II Project debt service payment. The corresponding expenditure appears in the December 2025 Financial Report.
- 2) 725/740 Development Fund (#703) – Packet Page 11:
 - \$132,609.68 received from Miami Township for the Vienna Parkway Project debt service payment and the noted the corresponding expenditure of the same amount.
- 3) I-70/75 Development Fund (#707) – Packet Pages 12-13:
 - \$735,893.28 received from City of Union TIF funds from the Montgomery County Auditor's second-half property tax settlement; noted the expenditure for final debt service payments to the Dayton-Montgomery County Port Authority and ODOT SIB Loan totaling \$787,044.08.

- \$120,204.50 received from the City of Union for the 2025 Union Paving Project, with a matching construction expenditure.

December 2025 Financial Reports:

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

- 1) Austin Road (#702) – Packet Page 23:
 - \$25,640.80 received from Miami Township for the Austin East/Crossing Project.
- 4) I-70/75 Development Fund (#707) – Packet Pages 25-26:
 - \$248,294.04 received from the City of Union for the 2025 Union Paving Project, with a matching construction expenditure.
 - \$362,309.07 received from the Ohio Development Services Agency Roadway Work (629) Grant for the City of Union’s Old Springfield Road/Peters Pike Project.
 - \$861,062.37 expenditure for the return of funds to the City of Union related to the P&G Mixing Center within the Union Global Logistics Airpark, completing the TID’s responsibilities under the August 25, 2015 Service Payments Delivery Agreement.
- 2) 675 Development Fund (#710) – Packet Page 28:
 - \$16,721.46 negative expenditures voided a payment to LJB, Inc., pending final approval from ODOT District 8 approval. The final payment was revised, and the project has been closed.
- 3) Bank Reconciliation Summary – Packet Page 33:
 - Unrestricted cash balance of \$1,912,271.90 as of December 31, 2025.

Following discussion and response to Board questions and comments, adoption of Resolution 2026-02, approving November 2025 and December 2025 Financial Reports, as presented, was moved by Ms. Hauser, seconded by Mr. Bills, and unanimously approved.

■ Bills & Expenses: November 2026 {Resolution 2026-03}

Mr. Hibner referred the Board to Resolution 2026-03 and the summary of bills and expenses for November and December 2025, copies of which were included in the Board Packet.

Ms. Glotfelter reviewed expenditures authorized by TID staff, identified routine project related expenses, and recommended approval.

Following discussion and response to Board questions and comments, adoption of Resolution 2026-03, approving the payment of bills and expenses for November and December 2025, as presented, was moved by Mr. Bills, seconded by Ms. Hauser, and unanimously approved.

I-675/Wilmington Pike Interchange

■ Completion of Funding Obligations {Resolution 2026-04}

Mr. Hibner referred the Board to Resolution 2026-04, acknowledging the completion of funding and the release of encumbered funds for the I-675/Wilmington Pike Interchange Project, included in the Board Packet.

Following discussion and response to Board questions and comments, adoption of Resolution 2026-04, acknowledging the completion of ODOT TRAC Tier II and SIB Loan funding, acknowledging the release of encumbered funds from ODOT District 8 for the I-675/Wilmington Pike Interchange Project, as presented, was moved by Ms. Hauser, seconded by Mr. Bills, and unanimously approved.

Woodman Gateway Project

■ Woolpert Inc. Proposal / Agreements {Resolution 2026-05}

Mr. Hibner referred the Board to Resolution 2026-05, accepting a proposal from Woolpert, Inc. (“Woolpert”) for preliminary engineering for the Woodman Gateway Project (“Project”), copies of which were included in the Board Packet.

Ms. Glotfelter provided an overview of the project and the proposal, noting that the City of Riverside received \$1.5 million in Community Project Funding from Congressman Mike Turner in support of the project. She recommended approval.

Following discussion and response to Board questions and comments, adoption of Resolution 2026-05, accepting the proposal from Woolpert for preliminary engineering for the Woodman Gateway Project and authorizing the Executive Director to negotiate and execute agreements with Woolpert and ODOT in an authorized amount not to exceed \$473,364.00, as presented, was moved by Mr. Bills, 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, February 12, 2026, at 9:30 AM.

■ Adjourn

With no further business, the meeting was adjourned at 10:03 AM.

Robert Beeler, Secretary-Treasurer

02/12/2026
Date

MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT

RESOLUTION NUMBER 2026-07

**RESOLUTION APPROVING
JANUARY 2026 FINANCIAL REPORTS**

WHEREAS, the Finance Director of the Montgomery County Transportation Improvement District (“TID”) presented reports concerning the financial condition of the TID through January 31, 2026, to the Board of Trustees (“Board”) of the TID during the Board’s meeting on February 12, 2026; and

WHEREAS, the Board has reviewed the attached financial reports and finds them to be accurate and complete.

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached financial reports through January 31, 2026, 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 12th day of February, 2026.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

Statement of Activity - MTD and YTD by Fund

700 - Operating Fund

For 1/31/2026

| | Current Budgeted Amounts | Current Month to Date Actual 01/31/2026 | Prior Periods Year to Date Actual | Year to Date Actual | Budget Variance Positive (Negative) |
|--|--------------------------|---|-----------------------------------|---------------------|-------------------------------------|
| Revenues | | | | | |
| 4131.000.00 County | 300,000 | 0.00 | 0.00 | 0.00 | (300,000.00) |
| 4510.000.00 Interest On Cash Balances | 75,000 | 5,973.58 | 0.00 | 5,973.58 | (69,026.42) |
| 4600.024.00 Union Development Fee | 48,000 | 4,000.00 | 0.00 | 4,000.00 | (44,000.00) |
| 4600.045.00 Martindale Phase 2 | 200,000 | 0.00 | 0.00 | 0.00 | (200,000.00) |
| 4600.046.00 Ring Road | 300,000 | 0.00 | 0.00 | 0.00 | (300,000.00) |
| 4600.051.00 MT East | 100,000 | 0.00 | 0.00 | 0.00 | (100,000.00) |
| Total Revenues | 1,023,000 | 9,973.58 | 0.00 | 9,973.58 | (1,013,026.42) |
| Expenditures (All non-capitalized costs) | | | | | |
| 7110.000.00 Salaries | 472,500 | 0.00 | 0.00 | 0.00 | 472,500.00 |
| 7110.010.00 Wages | 0 | 34,916.68 | 0.00 | 34,916.68 | (34,916.68) |
| 7120.000.00 PERS | 57,750 | 0.00 | 0.00 | 0.00 | 57,750.00 |
| 7130.000.00 Workers Compensation | 5,500 | 452.65 | 0.00 | 452.65 | 5,047.35 |
| 7140.000.00 Medicare | 6,000 | 482.60 | 0.00 | 482.60 | 5,517.40 |
| 7150.000.00 Health Insurance | 93,600 | (195.00) | 0.00 | (195.00) | 93,795.00 |
| 7151.000.00 Dental Insurance | 3,300 | 283.56 | 0.00 | 283.56 | 3,016.44 |
| 7160.000.00 Disability Insurance | 8,160 | 337.03 | 0.00 | 337.03 | 7,822.97 |
| 7310.000.00 Contract Services | 15,000 | 0.00 | 0.00 | 0.00 | 15,000.00 |
| 7310.021.00 Contract Services - Eddy (Unallocated) | 50,000 | 500.00 | 0.00 | 500.00 | 49,500.00 |
| 7310.025.00 Contract Services - Eddy (West Carrollton) | 0 | 1,000.00 | 0.00 | 1,000.00 | (1,000.00) |
| 7311.000.00 Internet | 8,400 | 0.00 | 0.00 | 0.00 | 8,400.00 |
| 7312.000.00 Audit & Accounting | 43,000 | 787.50 | 0.00 | 787.50 | 42,212.50 |
| 7312.001.00 Payroll Processing Charges | 1,320 | 103.66 | 0.00 | 103.66 | 1,216.34 |
| 7315.000.00 Internet Service | 0 | 582.00 | 0.00 | 582.00 | (582.00) |
| 7320.000.00 Legal Expenses | 50,000 | 2,122.85 | 0.00 | 2,122.85 | 47,877.15 |
| 7330.014.00 Public Relations | 8,500 | 0.00 | 0.00 | 0.00 | 8,500.00 |
| 7510.003.00 Cellular Phone | 0 | 300.00 | 0.00 | 300.00 | (300.00) |
| 7510.006.00 Postage | 3,000 | 0.00 | 0.00 | 0.00 | 3,000.00 |
| 7510.010.00 Dues & Subscriptions | 25,000 | 504.50 | 0.00 | 504.50 | 24,495.50 |
| 7510.012.00 Office Rent | 9,000 | 0.00 | 0.00 | 0.00 | 9,000.00 |
| 7510.020.00 Miscellaneous Supplies | 3,000 | 264.19 | 0.00 | 264.19 | 2,735.81 |
| 7520.020.00 Milage Reimbursement | 20,000 | 475.09 | 0.00 | 475.09 | 19,524.91 |
| 7520.030.00 Meals | 0 | 4,892.56 | 0.00 | 4,892.56 | (4,892.56) |
| 7520.035.00 Parking | 0 | 2.15 | 0.00 | 2.15 | (2.15) |
| 7530.000.00 Miscellaneous Supplies | 5,500 | 0.00 | 0.00 | 0.00 | 5,500.00 |
| 7920.000.00 Bank Service Charges | 4,180 | 264.07 | 0.00 | 264.07 | 3,915.93 |
| 7930.000.00 Insurance | 37,800 | 0.00 | 0.00 | 0.00 | 37,800.00 |
| 8130.000.00 Office Furniture | 5,000 | 0.00 | 0.00 | 0.00 | 5,000.00 |
| 8300.000.00 Other | 25,000 | 0.00 | 0.00 | 0.00 | 25,000.00 |
| Total Expenditures | 960,510 | 48,076.09 | 0.00 | 48,076.09 | 912,433.91 |
| Excess Revenue Over (Under) Expenditures | 62,490 | (38,102.51) | 0.00 | (38,102.51) | (100,592.51) |

Statement of Activity - MTD and YTD by Fund

702 - Austin Road

For 1/31/2026

| | Current Budgeted Amounts | Current Month to Date Actual 01/31/2026 | Prior Periods Year to Date Actual | Year to Date Actual | Budget Variance Positive (Negative) |
|--|--------------------------------|---|---|------------------------|--|
| Revenues | | | | | |
| 4100.020.37 Township | 0 | 5,360.15 | 0.00 | 5,360.15 | 5,360.15 |
| 4111.004.13 Church Connector Federal Earmark | 0 | 15,935.84 | 0.00 | 15,935.84 | 15,935.84 |
| Total Revenues | 0 | 21,295.99 | 0.00 | 21,295.99 | 21,295.99 |
| Expenditures (All non-capitalized costs) | | | | | |
| 5110.000.13 Acquisition Church Connector | 0 | 11,852.00 | 0.00 | 11,852.00 | (11,852.00) |
| 5310.000.13 Engineering Services-Church Connector | 0 | 4,083.84 | 0.00 | 4,083.84 | (4,083.84) |
| 6310.000.37 Legal-Austin East | 0 | 5,360.15 | 0.00 | 5,360.15 | (5,360.15) |
| Total Expenditures | 0 | 21,295.99 | 0.00 | 21,295.99 | (21,295.99) |
| Excess Revenue Over (Under) Expenditures | 0 | 0.00 | 0.00 | 0.00 | 0.00 |

Statement of Activity - MTD and YTD by Fund

707 - I70/75 Development

For 1/31/2026

| | Current Budgeted Amounts | Current Month to Date Actual 01/31/2026 | Prior Periods Year to Date Actual | Year to Date Actual | Budget Variance Positive (Negative) |
|---|--------------------------------|---|---|------------------------|--|
| Revenues | | | | | |
| 4100.010.49 ODOT - LPA | 0 | 20,982.24 | 0.00 | 20,982.24 | 20,982.24 |
| 4100.015.41 OPWC Funding OSR/Peters | 0 | 22,893.22 | 0.00 | 22,893.22 | 22,893.22 |
| 4100.015.56 OPWC Funding Ring Rd | 0 | 55,740.11 | 0.00 | 55,740.11 | 55,740.11 |
| 4110.002.15 Union Projects Agreement | 0 | 10,000.00 | 0.00 | 10,000.00 | 10,000.00 |
| Total Revenues | 0 | 109,615.57 | 0.00 | 109,615.57 | 109,615.57 |
| Expenditures (All non-capitalized costs) | | | | | |
| 5310.000.49 Engineering Services-FP/OSR Peters/OSR | 0 | 20,982.24 | 0.00 | 20,982.24 | (20,982.24) |
| 5530.000.41 Construction - OSR/Peters | 0 | 33,000.00 | 0.00 | 33,000.00 | (33,000.00) |
| 5530.001.56 Construction -Ring Road | 0 | 100,000.00 | 0.00 | 100,000.00 | (100,000.00) |
| 5530.008.15 Construction - Union Paving | 0 | 10,000.00 | 0.00 | 10,000.00 | (10,000.00) |
| 6310.000.15 Airpark Blvd Items | 0 | 1,925.30 | 0.00 | 1,925.30 | (1,925.30) |
| 6310.001.15 Union Project Mgmt/Development | 0 | 1,841.60 | 0.00 | 1,841.60 | (1,841.60) |
| 6310.001.47 Misc Legal-Benchwood Station | 0 | 19,760.28 | 0.00 | 19,760.28 | (19,760.28) |
| 6310.003.56 Misc Legal-OSR Curve | 0 | 1,423.05 | 0.00 | 1,423.05 | (1,423.05) |
| Total Expenditures | 0 | 188,932.47 | 0.00 | 188,932.47 | (188,932.47) |
| Excess Revenue Over (Under) Expenditures | 0 | (79,316.90) | 0.00 | (79,316.90) | (79,316.90) |

Statement of Activity - MTD and YTD by Fund

710 - 675 Development Fund

For 1/31/2026

| | Current Budgeted Amounts | Current Month to Date Actual 01/31/2026 | Prior Periods Year to Date Actual | Year to Date Actual | Budget Variance Positive (Negative) |
|---|--------------------------------|---|---|------------------------|--|
| Revenues | | | | | |
| 4111.000.00 Sugarcreek Township | 0 | 6,536.75 | 0.00 | 6,536.75 | 6,536.75 |
| Total Revenues | 0 | 6,536.75 | 0.00 | 6,536.75 | 6,536.75 |
| Expenditures (All non-capitalized costs) | | | | | |
| Total Expenditures | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| Excess Revenue Over (Under) Expenditures | 0 | 6,536.75 | 0.00 | 6,536.75 | 6,536.75 |

**Montgomery County TID
Bank Reconciliation
All Accounts**

As Of January 31, 2026

| | | | |
|------|--|---------------------|--|
| | Key Bank Checking | 127,345.62 | Reconciliation of TID Unrestricted Cash Balance |
| | Less Outstanding Checks | (34,315.00) | |
| | Key Bank Savings | 249,633.80 | Adjusted Bank Balance |
| | Star Ohio | 1,823,999.38 | 2,166,663.79 |
| | US Bank - Austin Landing | - | Less Funds held for other: |
| | <i>Reconciliation issue</i> | <i>(0.01)</i> | Sycamore Trails |
| | Adjusted balance | <u>2,166,663.79</u> | Austin Landing Trust |
| | | | Benchwood |
| | | | Air Cargo (Concord) |
| | | | West Carrollton |
| | | | Clay Township/Clayton |
| | | | Union/US 40 debt service |
| | | | <u>(270,127.12)</u> |
| Fund | 700 Operating Fund | 1,829,763.18 | |
| | 702 Austin Road | - | Unrestricted TID Cash Balance for operations - CM |
| | TID Deficit Carry on unreimbursed (b/c reserves) | - | 1,827,265.97 |
| | Austin East | - | Unrestricted TID Cash Balance for operations - PM |
| | Miamisburg Funds: | | 1,912,271.90 |
| | Church Connector | (698.26) | |
| | Austin Landing Phase 1/2 Trust | - | Project Carrying Costs |
| | Terrington PS/Deer Valley | - | Riverside |
| | 703 725/741 Development Fund | (689.98) | 725/741 Pedestrian Access |
| | 707 I70/I75 Development Fund | - | Church Connector |
| | City of Union TIF Deposits (used for others) | - | Benchwood |
| | City of Union - Other Projects | 270,127.12 | <u>10,324</u> |
| | US 40 | 0.19 | <u><u>16,293</u></u> |
| | Benchwood Station | (10,324.39) | |
| | Air Cargo (Concord) | 22,743.84 | TID Fees 2026 year to date: |
| | 710 675 Development Fund | 3,470.81 | Union Development Fees |
| | 712 Downtown Miamisburg | - | 4,000 |
| | Riverfront Park Phase 2 | - | |
| | Sycamore Trails | 0.03 | |
| | 715 Riverside | (4,580.00) | |
| | 716 Clay Twp/Clayton | 644.00 | |
| | 717 West Carrollton | 56,207.25 | |
| | Total | <u>2,166,663.79</u> | |
| | Variance | <u>-</u> | |

MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT
RESOLUTION NUMBER 2026-08

**RESOLUTION FOR APPROVAL JANUARY 2026 PAYMENT
OF BILLS AND EXPENSES APPROVED BY THE EXECUTIVE DIRECTOR AND TID STAFF**

WHEREAS, the Board of Trustees (“Board”) of the Montgomery County Transportation Improvement District (“TID”) has received the list of Bills and Expenses presented by the Executive Director, on behalf of the Secretary/Treasurer, for January 2026; and

WHEREAS, the TID Board finds the January 2026 Bills and Expenses to be appropriate, necessary, and in the best interest of the TID.

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached Bills and Expenses for January 2026 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 12th day of February, 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
January 1 - 31, 2026**

| OPERATIONS | | |
|---|---------------|--|
| 70/75 Development Association | \$ 325.00 | Annual Membership |
| ACCE | \$ 337.03 | Disability Benefits-monthly contribution |
| Back To Business IT (The GreenTree Group) | \$ 582.00 | Billable Services-November 2025 |
| Bureau of Worker's Compensation | \$ 452.65 | Monthly Contributions |
| Dayton Business Journal | \$ 270.00 | Annual Subscription (V. Glotfelter, S. Morton) |
| Fraunfelter Accounting Services | \$ 787.50 | Accounting Services-December 2025 |
| Vanessa Glotfelter | \$ 334.85 | Expense Report-December 2025 |
| Veronica Hull | \$ 142.54 | Expense Report-December 2025 |
| Misc/Office Supplies | \$ 406.53 | Credit Card-January |
| Misc/Operations, Project Support | \$ 609.46 | Credit Card-January |
| Mike Eddy, Consultant | \$ 1,500.00 | Professional Services-December 2025 |
| Microsoft | \$ 245.10 | Monthly Licenses/Subscription Fees |
| Sam Morton | \$ 324.75 | Expense Report-December 2025 |
| Ohio Economic Development Association | \$ 330.00 | Annual Membership |
| Sebaly, Shillito + Dyer | \$ 2,122.85 | Legal Services-November 2025 |
| Superior Dental | \$ 283.56 | Dental Benefits-monthly contribution |
| AUSTIN EAST/CROSSING | | |
| Sebaly, Shillito + Dyer | \$ 5,360.15 | Legal Services-November 2025 |
| BENCHWOOD STATION | | |
| Auman, Mahan & Furry | \$ 455.00 | Legal Services (ROW Settlement Mediation Services) |
| Sebaly, Shillito + Dyer | \$ 19,305.28 | Legal Services (ROW)-November 2025 |
| CITY OF UNION PROJECT DEVELOPMENT | | |
| Sebaly, Shillito + Dyer | \$ 1,841.60 | Legal Services (Project Development)-November 2025 |
| Sebaly, Shillito + Dyer | \$ 1,925.30 | Legal Services (TIF Closeout)-November 2025 |
| 2025 UNION PAVING | | |
| Balsbaugh Excavating | \$ 10,000.00 | Pay Application #3 |
| OLD SPRINGFIELD ROAD / PETERS PIKE | | |
| Balsbaugh Excavating | \$ 33,000.00 | Construction - Pay Application #6 |
| OLD SPRINGFIELD ROAD CURVE | | |
| Balsbaugh Excavating | \$ 100,000.00 | Construction - Pay Application #2 - Phase 2 |
| Sebaly, Shillito + Dyer | \$ 1,423.05 | Legal Services-November 2025 |

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2026-09

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE
AND ENTER INTO A PHASE II ADDENDUM TO THE PROJECT MANAGEMENT & FINANCING
AGREEMENT WITH MIAMI TOWNSHIP FOR THE AUSTIN CROSSING PROJECT**

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

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

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

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

WHEREAS, by action of Resolution 2025-53, the Board approved a Project Management & Financing Agreement (“PMFA”) for Phase I of the Austin Crossing Project (“Project”) which included the planning, design, and right-of-way planning; and

WHEREAS, the Township desires to engage the TID in order to support the Project and enter into a Phase II Addendum of the PMFA to memorialize each party’s respective responsibilities and obligations set forth in Phase II Addendum; and

WHEREAS, the Executive Director has negotiated the terms of the Phase II Addendum for the Project with the Township and has recommended that the agreement be approved.

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

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

Adopted the 12th day of February, 2026.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

AUSTIN CROSSING PROJECT – PHASE II ADDENDUM

THIS AUSTIN CROSSING PROJECT – PHASE II ADDENDUM (this “**Addendum**”) is entered into as of the ___ day of _____, 2026 (the “**Effective Date**”), by and between **MIAMI TOWNSHIP (MONTGOMERY COUNTY), OHIO**, a township duly organized and validly existing under the laws of the State of Ohio (the “**Township**”), the **MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT**, a transportation district and body corporate and politic duly organized and validly existing under the laws of the State of Ohio (the “**TID**”), and **RG PROPERTIES, INC.**, an Ohio corporation (“**Developer**”) (the Township, the TID, and Developer are sometimes referred to herein individually as “**Party**” and collectively as “**Parties**”), under the following circumstances:

- A. On or about November 4, 2025, the Parties entered into that certain Austin East Project Management and Financing Agreement (the “**PMFA**”);
- B. The Project is now referred to as the “Austin Crossing Project”;
- C. The Parties now desire to proceed to Phase II as contemplated by Section 1 of the PMFA; and
- D. The Township and the TID, acting pursuant to Resolution No. 2026-___ adopted by its Board of Trustees on _____, 2026, have each authorized the execution of this Addendum.

NOW, THEREFORE, the Parties agree as follows:

1. **Phase II of the Project Generally.** This Addendum is the “Phase II Addendum” for purposes of Section 1 of the PMFA, and the Parties hereby agree to proceed to Phase II of the Project. Notwithstanding anything to the contrary in the PMFA, the Parties acknowledge and agree that the TID’s responsibilities related to Phase II will not include any financing or construction activities related to the Project, and will only include the responsibilities expressly set forth in this Addendum. Terms used but not otherwise defined in this Addendum have the meanings assigned by the PMFA.

2. **Initial Exchange Transaction.**

A. The Developer-Contributed Property as of the Effective Date of this Addendum is described in Exhibit A attached hereto. The TID-Exchange Property as of the Effective Date of this Addendum is described in Exhibit B attached hereto. The Developer-Contributed Property and the TID-Exchange Property are collectively referred to as the “**Initial Exchange Properties**” for purposes of this Addendum.

B. As part of the Phase I Tasks under the PMFA, the TID is working with its third-party service providers to finalize the preparation of surveys, appraisals, and legal descriptions for the Initial Exchange Properties (the “**Remaining Phase I Tasks**”). Promptly upon completion of the Remaining Phase I Tasks, the TID will provide written notice to the Township and Developer of the respective appraised values of the Initial Exchange Properties (the “**Initial Closing Notice**”).

C. On the date determined by the TID (the “**Initial Closing Date**”), to be within fifteen (15) days following the delivery of the Initial Closing Notice, but in any event no later than March 31, 2026: (i) Developer will convey the Developer-Contributed Property to the TID in fee simple by General Warranty Deed, free from all defects, liens, easements, restrictions, covenants,

encroachments, and any other encumbrances, except (a) real estate taxes and assessments not yet due and payable, (b) existing public highways and utility easements of record, and (c) all zoning, building and other laws, codes, ordinances, rules and regulations; and (ii) the TID will convey the TID-Exchange Property to Developer by quitclaim deed (collectively, the “**Initial Closing**”).

D. In the event the aggregate value of the TID-Exchange Property exceeds the value of the Developer-Contributed Property as determined by the TID in connection with the Remaining Phase I Tasks, the amount of such excess will be paid in cash by Developer to the TID at the Initial Closing. In the event the aggregate value of the Developer-Contributed Property exceeds the value of the TID-Exchange Property as determined by the TID in connection with the Remaining Phase I Tasks, no payment will be made to Developer, and the amount of such excess will be deemed a donation by Developer.

E. Developer shall pay all closing costs (collectively, “**Closing Costs**”) associated with the Initial Closing, including without limitation (to the extent applicable): (i) the costs for deed preparation and recording fees; (ii) documentary stamp taxes; (iii) transfer taxes and fees; and (iv) any and all other costs, expenses or fees due or payable in connection with the Initial Closing.

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

G. Within thirty (30) days following the Initial Closing, the TID will convey to the Township via quitclaim deed: (i) the Developer-Contributed Property, and (ii) any TID Property less the TID-Exchange Property (collectively, the “**Residual Transfer**”). Developer shall pay all Closing Costs associated with the Residual Transfer.

3. **Property Donation Parcels.**

A. The Township and the TID shall pursue the acquisition of the parcels described in Exhibit C attached hereto (the “**Property Donation Parcels**”) through donation. The Township and the TID shall use commercially reasonable efforts to commence and pursue as quickly as reasonably practical, taking into account legal requirements for notices and deadlines, the conveyance or taking of the Property Donation Parcels through all legal means, including, without limitation, by eminent domain. The Township and the TID will use commercially reasonable

efforts, subject to applicable law, to complete the acquisition of the Property Donation Parcels no later than March 31, 2026.

B. Developer will be responsible for all out of pocket costs and expenses of the TID related to the acquisition of the Property Donation Parcels. Without limiting the foregoing: (i) in the event the Property Donation Parcels are acquired via donation, Developer will be responsible for all Closing Costs; (ii) in the event the Property Donation Parcels are acquired via purchase, Developer will be responsible for payment of the purchase price, provided Purchaser must approve the purchase price in advance in writing, and Developer will be responsible for all Closing Costs; and (iii) in the event the TID pursues the taking of the Property Donation Parcels via eminent domain, Developer will be responsible for all costs and expenses associated with related statutory requirements, including without limitation any deposit required to be made with the court, and third party legal costs and expenses. The Parties will work together in good faith to develop and implement a budget for the activities contemplated by this Section 3 and keep each other apprised as to performance related to such budget on a regular basis. Developer agrees that the TID may require a deposit or funds or other advance from time to time in connection with the TID's activities under this Section 3. The Parties hereby approve the estimated budget related to the Property Donation Parcels as set forth in Exhibit D attached hereto (the "**Estimated Phase II Budget**"). The Township and Developer acknowledge that the Estimated Phase II Budget is an estimate, and may change based on the course of the project.

C. Upon the acquisition of the Property Donation Parcels, the TID will promptly convey to the Township and Developer the respective public and private portions of the Property Donation Parcels. Developer will be responsible for all related Closing Costs.

4. **TID Management Fee.** As compensation to the TID for its obligations under this Addendum, the Township hereby agrees to pay the TID the "TID Phase II Management Fee" as described in the Estimated Phase II Budget, upon receipt of the TID's invoice for the same.

5. **Term and Termination.** Phase II will begin on the Effective Date and will terminate upon the earliest of: (i) the date the Parties have completed their respective obligations under this Addendum; provided, however, any obligations not completed by a Party may be waived (in writing) by the other Parties; (ii) the date the Parties agree, in writing, to terminate this Addendum; or (iii) the date that is set forth in a written termination notice delivered by the TID. The TID will not exercise its termination right pursuant to the foregoing subsection (iii) unless another Party breaches its obligations hereunder and does not cure such breach to the TID's satisfaction within fourteen (14) days following written notice. In the event of any termination of this Agreement, Developer and the Township will remain responsible for any costs and expenses incurred by the TID as of the effective date of such termination.

6. **Disclaimer of Warranties/Limitation of Liability.** **THE TOWNSHIP AND DEVELOPER AGREE THAT THE TID DOES NOT GUARANTEE OR WARRANT THE SERVICES PROVIDED BY THE TID HEREUNDER. ALL TID SERVICES ARE PROVIDED ON AN "AS IS" BASIS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE TID DOES NOT MAKE, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN NO EVENT WILL THE TID BE LIABLE OR RESPONSIBLE TO THE TOWNSHIP OR DEVELOPER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE AND LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES,**

WHETHER ARISING UNDER ANY THEORY OR CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. EXCEPT TO THE EXTENT OF INSURANCE PROCEEDS ACTUALLY RECEIVED, IN NO EVENT WILL THE TID'S TOTAL LIABILITY HEREUNDER EXCEED THE FEES (NOT INCLUDING ANY FEES PAID TO THE TID TO REIMBURSE THE TID FOR EXPENSES INCURRED BY THE TID, INCLUDING WITHOUT LIMITATION UNDER ANY CONTRACT) ACTUALLY COLLECTED BY THE TID FROM THE TOWNSHIP HEREUNDER.

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

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

If to the Township: Miami Township
2700 Lyons Road
Miamisburg, Ohio 45342
Attention: Township Administrator
Email: csnyder@miamitownship.com

If to the TID: Montgomery County Transportation
Improvement District
451 W. Third St., 10th Floor
Dayton, Ohio 45422
Attention: Executive Director
Email: vglotfelter@mctid.com

If to Developer: RG Properties, Inc.
10050 Innovation Drive, Suite 100
Dayton, Ohio 45342
Attention: Randy Gunlock
Email: rgunlock@rgproperties.com

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications will be sent

9. **Fiscal Officer Certification.** The Fiscal Officer of the Township hereby certifies that the monies required to meet the obligations of the Township during the current fiscal year under this Addendum are in the process of collection and upon collection will be credited to the appropriate fund, free from any previous encumbrance. Pursuant to Section 5705.44 of the Ohio Revised Code, the Fiscal Officer of the Township covenants that any requirement herein of an expenditure of Township monies in any future fiscal year will be included, as a fixed charge, in the annual appropriation measure which is submitted for approval for that future fiscal year. The certifications in this Section 9 are given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

10. **Township and Developer Obligations.** The Township and Developer will throughout the performance of this Addendum perform the activities provided for in this Addendum, cooperate and coordinate with and assist the TID in order to complete the activities contemplated by this Addendum, join with the TID in signing any applications or other necessary documents. The Township and Developer will perform their respective responsibilities and obligations, including reviews and approvals of the TID's submissions and recommendations, in a timely manner so as not to delay or interfere with the TID's performance of its obligations under this Addendum.

11. **TID Payment Obligations.** Notwithstanding any provision of this Addendum, it is understood and agreed that the TID will have no pecuniary obligations under the PMFA as amended by this Addendum or any related agreement and no obligation of the TID hereunder or thereunder will constitute a general debt or a pledge of the general credit of the TID.

12. **Miscellaneous.** Except as set forth in this Addendum, the PMFA remains in full force and effect and is hereby ratified in its entirety. In the event of a conflict between the terms of this Addendum and the terms of the PMFA, the applicable terms of this Addendum will govern and control. This Addendum will be construed under the laws of the State of Ohio. This Addendum may be executed in any number of counterparts, each of which will be deemed an original and together will constitute a single instrument. Delivery of an executed counterpart of a signature page to this Addendum by facsimile, email or other electronic means is effective as delivery of a manually executed counterpart of this Addendum. The headings of the clauses contained herein are solely for the convenience of the parties and do not constitute a part hereof.

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

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

MIAMI TOWNSHIP (MONTGOMERY COUNTY), OHIO

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT**

By: _____

By: _____

Its: _____

Its: _____

**MIAMI TOWNSHIP FISCAL OFFICER
(Section 9 only)**

RG PROPERTIES, INC.

By: _____

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Township Legal Counsel

By: _____
TID Legal Counsel

Exhibit A

Developer-Contributed Property

Exhibit B

TID-Exchange Property

Property Donation Parcels

Exhibit D

Estimated Phase II Budget

| SOURCES | AMOUNT | RESP. PARTY | NOTES |
|-----------------------------|--------------------|--------------------|--|
| | | | |
| Developer | \$50,000.00 | | |
| Miami Township | \$10,000.00 | | |
| | | | |
| TOTAL | \$60,000.00 | | |
| | | | |
| USES | AMOUNT | RESP. PARTY | NOTES |
| | | | |
| Closing Costs | \$10,000.00 | Developer | |
| Third Party & Legal | \$40,000.00* | Developer | *Assumes donation of Property Donation Parcels |
| TID Phase II Management Fee | \$10,000.00 | Miami Township | |
| | | | |
| TOTAL | \$60,000.00 | | |

MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT

RESOLUTION NUMBER 2026-10

**RESOLUTION SELECTING THE LOWEST AND BEST BIDDER
FOR THE WEST CARROLLTON RIVER DISTRICT ROADWAY & SIGNAL IMPROVEMENT PROJECT
AND AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A
CONSTRUCTION AGREEMENT WITH THE SELECT BIDDER**

WHEREAS, the Board of Trustees (“Board”) of the Montgomery County Transportation Improvement District (“TID”) approved, by action of Resolution 2025-54 a Project Management & Financing Agreement (“PMFA”) with the City of West Carrollton, Ohio (“City”) to assist with (1) roadway construction of approximately 0.04 miles of Manchester Road north of Dixie Drive through widening and the addition of curb and gutter, (2) new sidewalk, traffic control signs, pavement markings, and storm sewer north of East Dixie Drive, (3) new signalization at the intersection of East Dixie Drive and Manchester Road, and (4) construction of a sanitary pump station north of East Dixie Drive and west of Manchester Road; and

WHEREAS, the TID, working with the City, requested bids from four construction contractors- Brumbaugh Construction Inc., Double Jay Construction, Milcon Construction, Outdoor Enterprise-for the West Carrollton River District Roadway & Signal Improvement Project (“Project”), and received responsive bids from all four contractors on January 22, 2026, on the attached bid tabulation summary; and

WHEREAS, the Executive Director, with the concurrence from the City, has recommended the selection of Outdoor Enterprise as the contractor for the construction of the Project on the basis of its lowest and best base bid of \$436,063.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that Outdoor Enterprise be, and is hereby, selected as the lowest and best base bidder for the construction of the West Carrollton River District Roadway & Signal Improvement Project, based on its lowest and best base bid of \$436,063.

BE IT FURTHER RESOLVED, by the Board, that the Executive Director be, and is hereby is, authorized to negotiate and execute a construction agreement with Outdoor Enterprise based on its lowest and best base bid, incorporating such provisions as may be required during 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 copies of this resolution be provided to the Executive Director, Secretary/Treasurer, Finance Director, TID’s General Counsel, City of West Carrollton, and Outdoor Enterprise.

Adopted the 12th day of February, 2026.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

West Carrollton River District
 Roadway Signal Improvement Project
 Bid Opening: January 22, 2026

| Bid Section | Engineer's Estimate | Outdoor Enterprise | Brumbaugh | Double Jay | Milcon |
|-----------------|---------------------|--------------------|------------------|------------------|------------------|
| Roadway | \$51,019 | \$22,002 | \$23,545 | \$30,838 | \$30,810 |
| Pavement | \$106,557 | \$74,516 | \$76,767 | \$72,990 | \$79,447 |
| Traffic Control | \$2,484 | \$3,737 | \$2,729 | \$3,054 | \$3,037 |
| Drainage | \$14,900 | \$10,448 | \$10,766 | \$10,432 | \$14,407 |
| Traffic | \$300,000 | \$301,280 | \$295,909 | \$308,294 | \$309,179 |
| Incidentals | \$64,445 | \$24,080 | \$60,858 | \$61,250 | \$66,556 |
| TOTAL: | \$539,405 | \$436,063 | \$470,574 | \$486,858 | \$503,436 |

| | | | | | |
|----------------------|---|-----------|----------|----------|----------|
| Estimated Start Date | - | 3/15/2026 | 6/1/2026 | 4/6/2026 | 4/1/2026 |
|----------------------|---|-----------|----------|----------|----------|

OUTDOOR ENTERPRISE
RIVER DISTRICT ROADWAY & SIGNAL IMPROVEMENT PROJECT
(WEST CARROLLTON)

THIS CONSTRUCTION AGREEMENT (the “Agreement”) is made the 12TH day of FEBRUARY, 2026 (the “Effective Date”), by and between OUTDOOR ENTERPRISE (the “Contractor”), and MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT (the “District”) on behalf of the CITY OF WEST CARROLLTON (the “Local Government”), under the following circumstances:

A. Contractor is qualified, experienced and willing to provide the Work (as defined in Article II of this Agreement), which relates to RIVER DISTRICT ROADWAY & SIGNAL IMPROVEMENT PROJECT (the “Project”); and

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
The Contract Documents

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

ARTICLE II
The Work

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

ARTICLE III
Contractor’s Duties and Status

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.16. To guarantee the faithful performance of its obligations under this Agreement, Contractor will, within five (5) business days after the execution of this Agreement by both parties, post a performance and maintenance security in the form of a surety bond(s) in an amount equivalent to one

hundred percent (100%) of the Contract Price, which must be callable on demand and issued in the form, substance, and by a surety/insurance company acceptable to the District.

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

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

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

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

ARTICLE IV

Time of Commencement and Completion

4.1. Contractor shall commence the Work on or before **MARCH 15, 2026**. Notwithstanding anything in the Contract Documents to the contrary, Contractor shall achieve Substantial Completion of the Work on or before **DECEMBER 31, 2026** (the “**Substantial Completion Date**”). For the purposes of this Agreement, “**Substantial Completion**” means Contractor has completed the Work in accordance with the Contract Documents (except for minor punch list items to be completed), and the Work is sufficiently complete so that the Project Site can be utilized for its intended use.

4.2. Contractor shall perform all portions of the Work with all due diligence and at such a pace necessary to achieve Substantial Completion by the Substantial Completion Date. If at any point the District determines in its sole discretion that Contractor likely will not complete the Work by the Substantial Completion Date, the District may: (a) immediately terminate this Agreement upon written notice to Contractor without any further obligation to Contractor other than to pay for all proper Work completed by Contractor prior to such termination, and (b) secure a third party to complete the Work (the “**Third Party Completion Services**”). The District may offset any amounts expended on Third Party Completion Services from any amounts due or owing to Contractor under this Agreement (the “**Offset Amounts**”), and Contractor shall pay to the District all Excess Costs incurred by the District, if any. For the purposes of this Agreement, “**Excess Costs**” means the amount by which all costs and expenses incurred by the District in securing the Third Party Completion Services exceed the Contract Price (as defined in Section 5.1 below) minus the Offset Amounts and all amounts paid by the District to Contractor prior to the termination of this Agreement by the District in accordance with this Section 4.2. The rights of the District set forth in this Section 4.2 shall be hereinafter referred to as the “**District Termination Rights**.”

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

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

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

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

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

ARTICLE V
Stipulated Sum Contract Price

5.1. Notwithstanding anything in the other Contract Documents to the contrary, the District shall pay to Contractor a total of **\$436,063.00** for all Work to be performed under this Agreement (the “**Contract Price**”). The Contract Price includes the entire cost of the Work, including but not limited to all sales, consumer use, or similar taxes, payroll taxes, unemployment taxes and similar contributions, all other taxes and contributions required to be paid by all Laws relating to or affecting the Work, and any overhead or profit to Contractor for performance of the Work. The sum of the cost of the Work is guaranteed by Contractor not to exceed the Contract Price, subject to additions and deductions pursuant to any Change Orders. Any costs that would cause the Contract Price to be exceeded shall be paid by Contractor without reimbursement by the District. The Contract Price will be payable in accordance with Articles VII and VIII.

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

ARTICLE VI
Changes in the Work

6.1. The District shall have the right to request changes in the Work. Any changes in the Work, or any amendments or modifications of the Contract Documents, including without limitation amendments or modifications to the scope of work, shall be effective only if contained in a change order

signed by both parties, which provides for (a) the adjustment, if any, in the Contract Price resulting from the change in the Work, and (b) the extension, if any, of the Substantial Completion Date (a “**Change Order**”).

**ARTICLE VII
Progress Payments**

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

**ARTICLE VIII
Final Payment to Contractor**

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

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

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

8.4. The District may withhold payment to Contractor, in whole or in part, to such extent as may be necessary, in the District’s sole discretion, to protect the District or the Local Government from any loss, liability, or expense, including but not limited to those arising from (a) defective or non-conforming Work not remedied; (b) claims or liens filed or reasonable evidence indicating the probable filing of claims or liens; (c) failure of Contractor to make payments properly to subcontractors or for materials or labor; (d) a reasonable doubt that the Work can be completed for the balance of the Contract Price then unpaid or by the Substantial Completion Date; (e) damage to another contractor; (f) failure of Contractor or any subcontractor or materialman to deliver to the District a Contractor’s or subcontractor’s lien waiver applicable to the Work for which such waiver should have been issued; and (g) failure of Contractor to observe or perform any of the terms, covenants, or conditions of this Agreement.

ARTICLE IX Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Contractor:

Outdoor Enterprise
 3655 W. SR 571
 Troy, Ohio 45373
 Attention: President

If to the District:

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

With a Copy to:

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

**ARTICLE X
 Indemnification**

10.1. Contractor hereby agrees to assume all risk of injuries to property or persons, including death resulting therefrom, arising from the performance of the Work under this Agreement, or in

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

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

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

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

CONTRACTOR:

THE DISTRICT:

OUTDOOR ENTERPRISE

**MONTGOMERY COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT**

By: _____

By: _____

Vanessa A. Glotfelter, Executive Director

Title: _____

Date: _____

2226269.1

Exhibit A

Contract Documents

Bid Submittal Package: Bid Submission Acknowledgements and Required Documents received on January 22, 2026.

- Unit Price Proposal Acknowledgement & Addendum Bidder's Acknowledgements
- Ohio Prevailing Wage Compliance Acknowledgement and related informational materials
- Base Bid Tab Submission
- Insurance Documents: see Schedule 3.11

Schedule 3.11**Insurance Requirements**

Workers' Compensation Insurance - In accordance with Ohio law.

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

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

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

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

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