



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

			<u>PKT</u>
			<u>PG</u>
<u>BUSINESS MEETING</u>			
Resolution	2026-17	Minutes: March 12, 2026 Meeting	2
Resolution	2026-18	Financial Reports: March 2026	6
Resolution	2026-19	Bills & Expenses: March 2026	18
Resolution	2026-20	Fraunfelter Accounting Services Professional Services Agreement	20
<u>AUSTIN CROSSING PROJECT</u>			
Resolution	2026-21	Miami Township Project Management & Financing Agreement Addendum	28
Resolution	2026-22	Miami Township Joint Economic Development District Petition	40
Resolution	2026-23	O.R. Colan Professional Services Agreement Modification	43
Resolution	2026-24	Brian W. Barnes & Co., Inc. Professional Services Agreement	50
<u>I-75/SR-725 PEDESTRIAN ACCESS PROJECT</u>			
Resolution	2026-25	PID 108619 ODOT Change Orders	59
<u>MARTINDALE ROAD PHASE III EXTENSION PROJECT</u>			
Resolution	2026-26	Arcadis U.S., Inc. Profession Services Agreement	62
<u>PUBLIC COMMENT</u>			
<u>EXECUTIVE SESSION</u>			
<u>ADJOURN</u>			
<u>NEXT MEETING</u>			
Thursday, May 7, 2026 @ 9:30 A.M.			
Montgomery County Administration Building			
10 th Floor Meeting Room - 1002			

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2026-17

**RESOLUTION APPROVING THE MINUTES OF THE MARCH 12, 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 March 12, 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 March 12 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 9th day of April, 2026.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer



MINUTES OF THE MARCH 12, 2026 BOARD MEETING

The three hundredth 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 March 12, 2026.

Mr. Hibner called the meeting to order at 9:36 AM.

VOTING BOARD

Walt Hibner
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

EXECUSED ABSENCE

Dave Bills
April Hauser

OTHERS IN ATTENDANCE

Emily Bradford, Montgomery Co. Econ. Dev.
Nathan Fischer, Woolpert

Nick Yerezian, Kleingers Group
Andrea Stevenson, DLZ
Casey Reichert, Choice One

Business Meeting

■ Minutes of February 12, 2026 {Resolution 2026-11}

Mr. Hibner referred the Board to Resolution 2026-11 and the minutes of February 12, 2026, TID Board of Trustees meeting, copies of which were included in the Board Packet.

Following discussion and response to Board questions and comments, adoption of Resolution 2026-11, approving the minutes of February 12, 2026, as presented, was moved by Ms. Keinath, seconded by Mr. Beeler, and unanimously approved.

■ GFOA Award/Audit Update

Mr. Fraunfelter informed the Board that the TID received the Government Finance Officers Association’s (“GFOA”) Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ending December 31, 2024. He also reported that the 2025 Annual Audit would begin in mid-April.

■ Financial Report: February 2026 {Resolution 2026-12}

Mr. Hibner referred the Board to Resolution 2026-12 and the Financial Reports for February 2026, copies of which were included in the Board Packet.

Mr. Fraunfelter highlighted items from the February 2026 Financial Reports:

- 1) Operating Fund (#700) – Packet Page 7:
 - \$300,000 received from Montgomery County for the 2026 payment specified in the TID’s Mutual Services Agreement.
- 2) Austin Road (#702) – Packet Page 8:
 - \$73,293.58 received from the City of Miamisburg for the debt service payment for the Lower Miamisburg Road Project, along with corresponding principal and interest expenditures.

3) I-70/75 Development Fund (#707) – Packet Page 9:

- \$70,085.00 expenditure related to the appropriations settlement for the Benchwood Station Project.

4) Bank Reconciliation Summary – Packet Page 12:

- Unrestricted cash balance of \$1,984,679.36 as of February 28, 2026.

Following discussion and response to Board questions and comments, adoption of Resolution 2026-12, approving February 2026 Financial Reports, as presented, was moved by Mr. Beeler, seconded by Ms. Keinath, and unanimously approved.

■ Bills & Expenses: February 2026 {Resolution 2026-13}

Mr. Hibner referred the Board to Resolution 2026-13 and the summary of bills and expenses for February 2026, copies of which were included in the Board Packet.

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

Following discussion and response to Board questions and comments, adoption of Resolution 2026-13, approving the payment of bills and expenses for February 2026, as presented, was moved by Ms. Keinath, seconded by Mr. Beeler, and unanimously approved.

■ FY2026 Annual Appropriations Amendment {Resolution 2026-14}

Mr. Hibner referred the Board to Resolution 2026-14 authorizing the FY2026 TID Annual Appropriation Amendment, copies of which were included in the Board Packet.

Mr. Fraunfelter reminded the Board that, pursuant to the Ohio Revised Code, the TID is required to adopt an annual appropriation reflecting anticipated revenues and expenditures for each fiscal year. He explained that the Operating Fund tax budget was adopted in June 2025 and submitted to the State Auditor's Office as a placeholder until a permanent appropriation was approved.

Referring to the Operating Fund (#700) on Packet Page 16, Mr. Fraunfelter explained that staff developed a more detailed budget. He noted that TID fees were decreased by \$48,228 and expenditures were decreased by \$88,068. He also summarized updates to each project fund.

Following discussion and response to Board questions and comments, adoption of Resolution 2026-14, approving the FY2026 TID Annual Appropriations Amendment, as presented, was moved by Mr. Beeler, seconded by Ms. Keinath, and unanimously approved.

■ ODOT TID Competitive Grant {Resolution 2026-15}

Mr. Hibner referred the Board to Resolution 2026-15 and the request to submit applications to the Ohio Department of Transportation ("ODOT") TID Competitive Grant Program, included in the Board Packet.

Ms. Glotfelter reminded the Board that the TID continually reviews funding and grant opportunities to support roadway improvements that enhance economic development. She recommended revising the resolution to remove the application submission for the City of Union's Martindale Road Extension Project.

Following discussion and response to Board questions and comments, adoption of Resolution 2026-15, approving the submission of applications to ODOT's TID Competitive Grant Program, as revised, was moved by Mr. Beeler, seconded by Ms. Keinath, and unanimously approved.

Public Comments

No public comments were offered.

Next Meeting

Mr. Hibner confirmed that the next regularly scheduled Montgomery County TID Board meeting would be held in Room 1002 on the 10th floor of the Montgomery County Administration Building on Thursday, April 9 , 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.

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

The Board recessed to executive session at 9:53 AM. Mr. Endsley, Ms. Glotfelter, Mr. Morton, and Mr. Fraunfelter joined the Board in executive session. Ms. Glotfelter, Mr. Morton, and Mr. Fraunfelter were excused from executive session for the Board to complete discussion of personnel matters.

Ms. Keinath moved that the Board exit executive session, and unanimously approved.

Executive Director 2025 Success Payment Achievement {Resolution 2026-16}

Following discussion and additional comments, adoption of Resolution 2026-16, approving the 2025 Success Payment to Ms. Glotfelter for achievement of the 2025 Performance Goals pursuant to the Employment Agreement, as presented, was moved by Ms. Keinath, and seconded by Mr. Beeler, and unanimously approved.

Adjourn

With no further business, the meeting was adjourned.

Robert Beeler, Secretary-Treasurer

04/09/2026
Date

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2026-18

**RESOLUTION APPROVING
MARCH 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 March 31, 2026, to the Board of Trustees (“Board”) of the TID during the Board’s meeting on April 9, 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 March 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 9th day of April, 2026.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

Statement of Activity - MTD and YTD by Fund

700 - Operating Fund

For 3/31/2026

	Current Budgeted Amounts	Current Month to Date Actual 03/31/2026	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4131.000.00 County	300,000	0.00	300,000.00	300,000.00	0.00
4510.000.00 Interest On Cash Balances	75,000	6,105.27	11,356.65	17,461.92	(57,538.08)
4600.024.00 Union Development Fee	48,000	4,000.00	8,000.00	12,000.00	(36,000.00)
4600.042.00 Union Paving	15,000	0.00	0.00	0.00	(15,000.00)
4600.043.00 Sycamore Trails	17,555	0.00	0.00	0.00	(17,555.00)
4600.046.00 Ring Road	211,040	0.00	0.00	0.00	(211,040.00)
4600.047.00 Frederick Pike/OSR	85,607	0.00	0.00	0.00	(85,607.00)
4600.048.00 Dayton Freight	80,000	0.00	0.00	0.00	(80,000.00)
4600.050.00 West Carrollton	57,570	0.00	0.00	0.00	(57,570.00)
4600.051.00 MT East	10,000	0.00	0.00	0.00	(10,000.00)
4600.052.00 Martindale Phase 3	50,000	0.00	0.00	0.00	(50,000.00)
4600.053.00 Woodman Gateway	25,000	0.00	0.00	0.00	(25,000.00)
4910.000.00 Reimbursements	0	0.00	1,531.34	1,531.34	1,531.34
Total Revenues	974,772	10,105.27	320,887.99	330,993.26	(643,778.74)
Expenditures (All non-capitalized costs)					
7110.000.00 Salaries	493,500	0.00	0.00	0.00	493,500.00
7110.010.00 Wages	0	34,916.68	69,833.36	104,750.04	(104,750.04)
7110.030.00 Bonuses	0	50,000.00	0.00	50,000.00	(50,000.00)
7120.000.00 PERS	59,850	9,776.68	4,662.29	14,438.97	45,411.03
7130.000.00 Workers Compensation	5,800	905.30	452.65	1,357.95	4,442.05
7140.000.00 Medicare	6,500	1,207.60	965.20	2,172.80	4,327.20
7150.000.00 Health Insurance	101,700	8,103.00	15,792.00	23,895.00	77,805.00
7151.000.00 Dental Insurance	3,300	283.56	567.12	850.68	2,449.32
7160.000.00 Disability Insurance	5,000	370.48	707.51	1,077.99	3,922.01
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	900.00	500.00	1,400.00	48,600.00
7310.024.00 Contract Services - Eddy (Miami Twp)	0	200.00	0.00	200.00	(200.00)
7310.025.00 Contract Services - Eddy (West Carrollton)	0	600.00	2,600.00	3,200.00	(3,200.00)
7311.000.00 Internet	8,400	0.00	0.00	0.00	8,400.00
7312.000.00 Audit & Accounting	43,000	682.50	1,496.25	2,178.75	40,821.25
7312.001.00 Payroll Processing Charges	1,320	109.38	298.32	407.70	912.30
7315.000.00 Internet Service	0	582.00	1,746.00	2,328.00	(2,328.00)
7320.000.00 Legal Expenses	50,000	6,675.63	2,928.85	9,604.48	40,395.52
7320.007.00 Legal Expenses-Public Records	0	2,753.80	0.00	2,753.80	(2,753.80)
7330.014.00 Public Relations	8,500	0.00	0.00	0.00	8,500.00
7510.003.00 Cellular Phone	0	300.00	600.00	900.00	(900.00)
7510.006.00 Postage	2,000	1,860.74	8.88	1,869.62	130.38
7510.010.00 Dues & Subscriptions	25,000	7,340.00	3,471.50	10,811.50	14,188.50
7510.012.00 Office Rent	19,000	0.00	0.00	0.00	19,000.00
7510.020.00 Miscellaneous Supplies	3,000	27.99	563.47	591.46	2,408.54
7520.000.00 Travel	0	903.61	116.99	1,020.60	(1,020.60)
7520.020.00 Milage Reimbursment	22,000	511.13	974.25	1,485.38	20,514.62
7520.030.00 Meals	0	459.69	5,850.37	6,310.06	(6,310.06)
7520.035.00 Parking	0	0.00	468.15	468.15	(468.15)
7530.000.00 Miscellaneous Supplies	5,500	0.00	0.00	0.00	5,500.00
7920.000.00 Bank Service Charges	4,180	290.52	530.40	820.92	3,359.08
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	1,000,350	129,760.29	115,133.56	244,893.85	755,456.15
Excess Revenue Over (Under) Expenditures	(25,578)	(119,655.02)	205,754.43	86,099.41	111,677.41

Statement of Activity - MTD and YTD by Fund

702 - Austin Road

For 3/31/2026

	Current Budgeted Amounts	Current Month to Date Actual 03/31/2026	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.010.13 HSIP/Safety Grant	105,908	0.00	0.00	0.00	(105,908.00)
4100.020.24 Township	56,910	28,454.92	0.00	28,454.92	(28,455.08)
4100.020.37 Township	61,562	8,609.20	5,360.15	13,969.35	(47,592.65)
4100.021.08 Township Phase 2	808,806	0.00	0.00	0.00	(808,806.00)
4111.004.13 Church Connector Federal Earmark	0	13,718.26	19,215.84	32,934.10	32,934.10
4132.000.13 City of Miamisburg	74,000	0.00	0.00	0.00	(74,000.00)
4132.000.30 City of Miamisburg	146,588	0.00	73,293.58	73,293.58	(73,294.42)
4910.000.37 Other Reimbursements	50,000	0.00	0.00	0.00	(50,000.00)
Total Revenues	1,303,774	50,782.38	97,869.57	148,651.95	(1,155,122.05)
Expenditures (All non-capitalized costs)					
5110.000.13 Acquisition Church Connector	54,115	0.00	11,852.00	11,852.00	42,263.00
5110.000.37 Acquisition - Austin East	10,000	0.00	0.00	0.00	10,000.00
5310.000.13 Engineering Services-Church Connector	105,800	573.88	4,083.84	4,657.72	101,142.28
5310.000.37 Engineering services-Austin East	41,562	2,397.00	2,081.00	4,478.00	37,084.00
5310.001.13 Landscaping-Church Connector	19,500	0.00	0.00	0.00	19,500.00
5320.000.37 Project Management - Austin East	10,000	0.00	0.00	0.00	10,000.00
5330.000.13 Right Of Way-Church Conn	0	13,718.26	7,063.00	20,781.26	(20,781.26)
6310.000.37 Legal-Austin East	50,000	4,130.70	5,360.15	9,490.85	40,509.15
6310.001.13 Misc legal exp - Church Conn	2,000	0.00	0.00	0.00	2,000.00
8610.000.24 Debt Service-Principal	49,669	0.00	0.00	0.00	49,669.00
8610.000.30 Debt Service-Principal	125,404	0.00	64,116.00	64,116.00	61,288.00
8610.001.08 Debt Service-Principal Ph2	570,000	0.00	0.00	0.00	570,000.00
8630.000.24 Debt Service-Interest	7,241	0.00	0.00	0.00	7,241.00
8630.000.30 Debt Service-Interest	21,184	0.00	9,177.58	9,177.58	12,006.42
8630.001.08 Debt Service-Interest Ph2	238,806	0.00	0.00	0.00	238,806.00
Total Expenditures	1,305,281	20,819.84	103,733.57	124,553.41	1,180,727.59
Excess Revenue Over (Under) Expenditures	(1,507)	29,962.54	(5,864.00)	24,098.54	25,605.54

Statement of Activity - MTD and YTD by Fund

703 - 725/741 Development Fund

For 3/31/2026

	Current Budgeted Amounts	Current Month to Date Actual 03/31/2026	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.030.31 Township - Other	265,219	0.00	0.00	0.00	(265,219.00)
Total Revenues	265,219	0.00	0.00	0.00	(265,219.00)
Expenditures (All non-capitalized costs)					
8610.000.31 Debt Service-Principal	232,974	0.00	0.00	0.00	232,974.00
8620.000.31 Debt Service-Interest	32,245	0.00	0.00	0.00	32,245.00
Total Expenditures	265,219	0.00	0.00	0.00	265,219.00
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

Statement of Activity - MTD and YTD by Fund

707 - I70/75 Development

For 3/31/2026

	Current Budgeted Amounts	Current Month to Date Actual 03/31/2026	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4100.010.49 ODOT - LPA	0	40,565.61	81,253.97	121,819.58	121,819.58
4100.011.49 ODOT HSIP Grant	365,537	0.00	0.00	0.00	(365,537.00)
4100.015.41 OPWC Funding OSR/Peters	43,180	0.00	28,503.22	28,503.22	(14,676.78)
4100.015.49 OPWC Funding OSR	418,088	0.00	0.00	0.00	(418,088.00)
4100.015.56 OPWC Funding Ring Rd	805,297	26,554.00	74,142.61	100,696.61	(704,600.39)
4100.020.47 Township	89,732	0.00	0.00	0.00	(89,732.00)
4100.030.26 County	104,834	0.00	0.00	0.00	(104,834.00)
4110.000.41 City of Union Developer Contributions	223,111	0.00	0.00	0.00	(223,111.00)
4110.000.49 City of Union Developer Contributions	34,269	0.00	0.00	0.00	(34,269.00)
4110.000.55 City of Union Developer Contributions	3,000,000	0.00	0.00	0.00	(3,000,000.00)
4110.000.56 City of Union Developer Contributions	742,620	0.00	0.00	0.00	(742,620.00)
4110.002.15 Union Projects Agreement	48,000	0.00	10,000.00	10,000.00	(38,000.00)
4110.002.56 TID Grant - Ring Rd	572,462	0.00	0.00	0.00	(572,462.00)
4110.003.15 City of Union Project Deposit	1,600,000	0.00	0.00	0.00	(1,600,000.00)
4110.003.49 City of Union Project Deposit	1,000,000	0.00	0.00	0.00	(1,000,000.00)
4110.003.51 City of Union Project Deposit	15,600	0.00	0.00	0.00	(15,600.00)
4110.003.56 City of Union Contributions	0	490,269.64	0.00	490,269.64	490,269.64
4110.005.44 SBIG 629 Grant-Douglas	124,073	0.00	0.00	0.00	(124,073.00)
4111.005.49 TID Grant	500,000	0.00	0.00	0.00	(500,000.00)
4132.000.36 City of Dayton - Maintenance payment	25,000	0.00	0.00	0.00	(25,000.00)
4132.001.26 City Union	104,834	0.00	0.00	0.00	(104,834.00)
4132.002.26 City of Vandalia	29,252	14,626.20	0.00	14,626.20	(14,625.80)
4910.000.41 Reimbursements	319,372	0.00	0.00	0.00	(319,372.00)
4910.000.54 Reimbursements - Martindale Ph2	367,218	0.00	0.00	0.00	(367,218.00)
4910.000.55 Reimbursements	494,238	0.00	0.00	0.00	(494,238.00)
4910.000.56 Reimbursements - Ring Rd	4,148,661	0.00	0.00	0.00	(4,148,661.00)
Total Revenues	15,175,378	572,015.45	193,899.80	765,915.25	(14,409,462.75)
Expenditures (All non-capitalized costs)					
5110.000.47 Acquisition-Appropriation	75,000	0.00	70,085.00	70,085.00	4,915.00
5110.000.49 Acquisition Costs	2,750	0.00	0.00	0.00	2,750.00
5110.000.54 Acquisition Costs	457,839	0.00	0.00	0.00	457,839.00
5110.000.55 Acquisition Costs	200,000	0.00	0.00	0.00	200,000.00
5110.000.56 Acquisition Costs	700,000	0.00	0.00	0.00	700,000.00
5310.000.47 Engineering Services-Benchwood Station	0	430.00	0.00	430.00	(430.00)
5310.000.49 Engineering Services-FP/OSR Peters/OSR	241,669	40,565.61	81,253.97	121,819.58	119,849.42
5310.001.55 Engineering Services-Martindale Ext Ph 3	395,000	0.00	0.00	0.00	395,000.00
5310.004.56 Engineering Services-East of Curve	495,000	0.00	0.00	0.00	495,000.00
5310.005.56 Engineering Services-P/L Intersection	292,000	0.00	0.00	0.00	292,000.00
5521.000.36 Support Services - Dayton Maintenance Pmt	25,000	0.00	0.00	0.00	25,000.00
5530.000.41 Construction - OSR/Peters	505,663	0.00	33,000.00	33,000.00	472,663.00
5530.000.44 Construction-Douglas Way Ext	124,073	0.00	0.00	0.00	124,073.00
5530.000.49 Construction - FP/OSR Peters/OSR	104,423	0.00	0.00	0.00	104,423.00
5530.000.55 Construction - Martindale Ext 3	2,754,075	0.00	0.00	0.00	2,754,075.00
5530.001.49 Construction -OSR Curve	1,864,000	0.00	0.00	0.00	1,864,000.00
5530.001.56 Construction -Ring Road	4,526,000	232,925.00	256,200.00	489,125.00	4,036,875.00
5530.007.15 Construction - Martindale Ext 1	131,247	0.00	0.00	0.00	131,247.00
5530.008.15 Construction - Union Paving	1,585,000	0.00	10,000.00	10,000.00	1,575,000.00
5530.008.51 Construction - Ph2 WWTP	15,600	0.00	0.00	0.00	15,600.00
5540.001.49 Project Management Fee - Dayton Freight	80,000	0.00	0.00	0.00	80,000.00
5540.001.49 Project Management Fee - Fred/OSR	110,400	0.00	0.00	0.00	110,400.00

Statement of Activity - MTD and YTD by Fund

707 - I70/75 Development

For 3/31/2026

	Current Budgeted Amounts	Current Month to Date Actual 03/31/2026	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
5540.001.55 Project Management Fee - Martindale Ph3	110,163	0.00	0.00	0.00	110,163.00
5540.001.56 Project Management Fee - Ring Rd	211,040	0.00	0.00	0.00	211,040.00
5540.002.15 Project Management Fee - Paving	15,000	0.00	0.00	0.00	15,000.00
5540.002.49 Project Management Fee - OSR Curve	85,607	0.00	0.00	0.00	85,607.00
5540.003.15 Project Management Fee - Proj Agrmt	48,000	0.00	0.00	0.00	48,000.00
6310.000.15 Airpark Blvd Items	0	0.00	1,925.30	1,925.30	(1,925.30)
6310.000.49 Misc Legal-FP/OSR Peters/OSR	13,468	0.00	0.00	0.00	13,468.00
6310.000.54 Misc Legal-Martindale Ph 2	6,637	0.00	0.00	0.00	6,637.00
6310.000.55 Misc Legal-Martindale Ph 3	35,000	0.00	0.00	0.00	35,000.00
6310.001.15 Union Project Mgmt/Development	18,775	2,507.55	1,841.60	4,349.15	14,425.85
6310.001.47 Misc Legal-Benchwood Station	25,000	30,076.19	19,760.28	49,836.47	(24,836.47)
6310.003.56 Misc Legal-OSR Curve	0	0.00	1,423.05	1,423.05	(1,423.05)
6310.004.56 Misc Legal-East of Curve	20,000	0.00	0.00	0.00	20,000.00
6310.005.56 Misc Legal-P/L Intersection	25,000	0.00	0.00	0.00	25,000.00
8610.000.26 Debt Service-Principal	199,259	101,876.62	0.00	101,876.62	97,382.38
8630.000.26 Debt Service-Interest	39,661	17,583.87	0.00	17,583.87	22,077.13
Total Expenditures	15,537,349	425,964.84	475,489.20	901,454.04	14,635,894.96
Excess Revenue Over (Under) Expenditures	(361,971)	146,050.61	(281,589.40)	(135,538.79)	226,432.21

Statement of Activity - MTD and YTD by Fund

708 - City of Brookville

For 3/31/2026

	Current Budgeted Amounts	Current Month to Date Actual 03/31/2026	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4110.000.00 City of Brookville	146,874	0.00	0.00	0.00	(146,874.00)
Total Revenues	146,874	0.00	0.00	0.00	(146,874.00)
Expenditures (All non-capitalized costs)					
8610.000.00 Debt Service-Principal	99,209	0.00	0.00	0.00	99,209.00
8630.000.00 Debt Service-Interest	47,665	0.00	0.00	0.00	47,665.00
Total Expenditures	146,874	0.00	0.00	0.00	146,874.00
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

Statement of Activity - MTD and YTD by Fund

710 - 675 Development Fund

For 3/31/2026

	Current Budgeted Amounts	Current Month to Date Actual 03/31/2026	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4110.000.00 City of Centerville	28,779	0.00	0.00	0.00	(28,779.00)
4111.000.00 Sugarcreek Township	35,316	0.00	6,536.75	6,536.75	(28,779.25)
4112.000.00 Greene County	56,815	0.00	0.00	0.00	(56,815.00)
Total Revenues	120,910	0.00	6,536.75	6,536.75	(114,373.25)
Expenditures (All non-capitalized costs)					
8610.000.00 Debt Service-Principal 210006	69,072	0.00	0.00	0.00	69,072.00
8610.001.00 Debt Service-Principal 230006	22,436	0.00	0.00	0.00	22,436.00
8630.000.00 Debt Service-Interest 210006	17,265	0.00	0.00	0.00	17,265.00
8630.001.00 Debt Service-Interest 230006	5,600	0.00	0.00	0.00	5,600.00
Total Expenditures	114,373	0.00	0.00	0.00	114,373.00
Excess Revenue Over (Under) Expenditures	6,537	0.00	6,536.75	6,536.75	(0.25)

Statement of Activity - MTD and YTD by Fund

712 - Miamisburg Downtown Projects

For 3/31/2026

	Current Budgeted Amounts	Current Month to Date Actual 03/31/2026	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4132.000.50 City of Miamisburg	17,555	0.00	0.00	0.00	(17,555.00)
Total Revenues	17,555	0.00	0.00	0.00	(17,555.00)
Expenditures (All non-capitalized costs)					
5540.000.50 Project Management Fee - Sycamore Trails	17,555	0.00	0.00	0.00	17,555.00
Total Expenditures	17,555	0.00	0.00	0.00	17,555.00
Excess Revenue Over (Under) Expenditures	0	0.00	0.00	0.00	0.00

Statement of Activity - MTD and YTD by Fund

715 - Riverside

For 3/31/2026

	Current Budgeted Amounts	Current Month to Date Actual 03/31/2026	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4131.000.00 City of Riverside	128,664	3,097.76	0.00	3,097.76	(125,566.24)
4131.001.00 State Community Funding Grant	379,700	0.00	0.00	0.00	(379,700.00)
Total Revenues	508,364	3,097.76	0.00	3,097.76	(505,266.24)
Expenditures (All non-capitalized costs)					
5310.000.00 Engineering services	473,364	0.00	0.00	0.00	473,364.00
5310.001.00 Engineering Svcs-SS4A Study	0	3,097.76	0.00	3,097.76	(3,097.76)
5540.000.00 Project Management Fee - Riverside	25,000	0.00	0.00	0.00	25,000.00
6300.000.58 Legal Expenses-Woodman Gateway	10,000	377.20	0.00	377.20	9,622.80
Total Expenditures	508,364	3,474.96	0.00	3,474.96	504,889.04
Excess Revenue Over (Under) Expenditures	0	(377.20)	0.00	(377.20)	(377.20)

Statement of Activity - MTD and YTD by Fund

717 - West Carrollton

For 3/31/2026

	Current Budgeted Amounts	Current Month to Date Actual 03/31/2026	Prior Periods Year to Date Actual	Year to Date Actual	Budget Variance Positive (Negative)
Revenues					
4110.001.00 TID Grant	250,000	0.00	0.00	0.00	(250,000.00)
4131.000.00 City of West Carrollton	346,570	0.00	0.00	0.00	(346,570.00)
Total Revenues	596,570	0.00	0.00	0.00	(596,570.00)
Expenditures (All non-capitalized costs)					
5500.001.00 Required Filings	0	0.00	39.00	39.00	(39.00)
5530.000.00 Construction	437,000	0.00	0.00	0.00	437,000.00
5530.001.00 Other Construction	100,000	0.00	0.00	0.00	100,000.00
5540.000.00 Project Management Fee	57,570	0.00	0.00	0.00	57,570.00
6300.000.00 Legal Expenses	2,000	0.00	0.00	0.00	2,000.00
Total Expenditures	596,570	0.00	39.00	39.00	596,531.00
Excess Revenue Over (Under) Expenditures	0	0.00	(39.00)	(39.00)	(39.00)

**Montgomery County TID
Bank Reconciliation
All Accounts**

As Of March 31, 2026

Key Bank Checking	185,165.12	Reconciliation of TID Unrestricted Cash Balance	
Less Outstanding Checks	(15,290.64)		
Key Bank Savings	149,756.85	Adjusted Bank Balance	2,254,995.99
Star Ohio	1,935,364.67	Less Funds held for other:	
US Bank - Austin Landing	-	Sycamore Trails	-
<i>Reconciliation issue</i>	<i>(0.01)</i>	Austin Landing Trust	-
Adjusted balance	<u>2,254,995.99</u>	Benchwood	-
		Air Cargo (Concord)	(22,743.84)
		West Carrollton	(56,168.25)
		Clay Township/Clayton	(644.00)
		Union Projects	<u>(420,790.87)</u>
Fund 700 Operating Fund	1,977,629.69		
702 Austin Road	-	Unrestricted TID Cash Balance for operations - CM	1,754,649.03
Austin East	0.50	Unrestricted TID Cash Balance for operations - PM	1,984,679.39
Miamisburg Funds:			
Church Connector	(5,055.14)	Project Carrying Costs	
Terrington PS/Deer Valley	-	Riverside	4,957
703 725/741 Development Fund	(689.98)	725/741 Pedestrian Access	690
707 170/175 Development Fund	-	US 40 Debt Service	104,834
City of Union - Other Projects	420,790.87	Church Connector	5,055
US 40	(104,834.10)	Benchwood	110,916
Benchwood Station	(110,915.58)		<u>226,452</u>
Air Cargo (Concord)	22,743.84	TID Fees 2026 year to date:	
710 675 Development Fund	3,470.81	Union Development Fees	12,000
712 Downtown Miamisburg	-		
Riverfront Park Phase 2	-	Other Funding	
Sycamore Trails	0.03	Montgomery County	300,000
715 Riverside	(4,957.20)		
716 Clay Twp/Clayton	644.00		
717 West Carrollton	56,168.25		
Total	<u>2,254,995.99</u>		
Variance	<u>-</u>		

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT
RESOLUTION NUMBER 2026-19**

**RESOLUTION FOR APPROVAL MARCH 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 March 2026; and

WHEREAS, the TID Board finds the March 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 March 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 9th day of April, 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
March 1 - 31, 2026**

OPERATIONS		
ACCE	\$ 370.48	Disability Benefits-monthly contribution
Back To Business IT (The GreenTree Group)	\$ 582.00	Billable Services-February 2026
Bureau of Worker's Compensation	\$ 905.30	Monthly Contributions
Dayton Area Chamber of Commerce	\$ 30.00	Executive Women's Council (V. Glotfelner)
Dayton Area Chamber of Commerce	\$ 150.00	Annual Membership Mtg (V. Glotfelner, S. Morton)
Dayton Area Chamber of Commerce	\$ 2,700.00	City2City 2025 Registration (V. Glotfelner)
Dayton Area Chamber of Commerce	\$ 80.00	Breakfast Briefing (V. Glotfelner, S. Morton)
Dayton Area Chamber of Commerce	\$ 75.00	Leadership Dayton (V. Glotfelner)
Dayton Area Chamber of Commerce	\$ 50.00	Leadership Dayton Application Fee (S. Morton)
Fraunfelter Accounting Services	\$ 682.50	Accounting Services-February 2026
Vanessa Glotfelner	\$ 354.18	Expense Report-February 2026
Veronica Hull	\$ 100.00	Expense Report-February 2026
Miami Valley Regional Planning Commission	\$ 110.40	2026 Annual Spring Dinner (V. Glotfelner / S. Morton)
Misc/Travel, Parking	\$ 9.19	Credit Card-February
Misc/Operations, Project Support	\$ 692.76	Credit Card-February
Mike Eddy, Consultant	\$ 1,772.50	Professional Services-February 2026
Microsoft	\$ 490.20	Monthly Licenses/Subscription Fees (2 months)
Montgomery County Human Services	\$ 8,298.00	Health Benefits-February 2026
Montgomery County Purchasing	\$ 1,860.74	Annual Mailroom Fee/Postage
Sam Morton	\$ 304.45	Expense Report-February 2026
National Society of Professional Engineers	\$ 299.00	Membership Renewal (V. Glotfelner)
Ohio Economic Development Association	\$ 1,198.00	2026 Ohio Basic Economic Dev Course (V. Glotfelner, S. Morton)
Public Employees Retirement System	\$ 9,776.68	Monthly Contribution
2026 Riverway Summit	\$ 200.00	Event Registration (V. Glotfelner, S. Morton)
Sebaly, Shillito + Dyer	\$ 9,429.43	Legal Services-December 2025/January 2026
Superior Dental	\$ 283.56	Dental Benefits-monthly contribution
AUSTIN CROSSING		
TEC Engineering	\$ 2,397.00	Signal Modification
Sebaly, Shillito + Dyer	\$ 4,130.70	Legal Services-December 2025/January 2026
MOUND / CHURCH CONNECTOR		
LJB, Inc.	\$ 573.88	Engineering Services (Local Share)
WOODMAN PHASE 4		
Woolpert	\$ 3,097.76	Close-out documentation for SS4A Grant
WOODMAN GATEWAY		
Sebaly, Shillito + Dyer	\$ 377.20	Legal Services-December 2025/January 2026
BENCHWOOD STATION		
LJB, Inc.	\$ 430.00	Engineering Services
Sebaly, Shillito + Dyer	\$ 30,076.19	Legal Services (ROW)-December 2025/January 2026
CITY OF UNION PROJECT DEVELOPMENT		
Sebaly, Shillito + Dyer	\$ 2,507.55	Legal Services-December 2025/January 2026
OLD SPRINGFIELD ROAD CURVE		
Balsbaugh Excavating	\$ 232,925.00	Construction - Pay Application #3

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2026-20

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH FRAUNFELTER
ACCOUNTING SERVICES FOR ACCOUNTING AND FINANCIAL SERVICES FOR THE
MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT,
EFFECTIVE JULY 1, 2026 THROUGH JUNE 30, 2028**

WHEREAS, the Executive Director of the Montgomery County Transportation Improvement District (“TID”) has recommended to the Board of Trustees of the TID (“Board”) that the TID continue to engage the services with Fraunfelter Accounting Services for accounting and financial support; and

WHEREAS, the TID has worked extensively with Fraunfelter Accounting Services and Mr. Fraunfelter has successfully provided and performed financial oversight, reporting and accounting standards for several years; and

WHEREAS, the Executive Director has recommended that the TID continue to engage Fraunfelter Accounting Services under the terms of a Professional Services Agreement for accounting and financial services for a contract term of July 1, 2026 to June 30, 2028 in an amount not to exceed \$35,000 annually.

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached Professional Services Agreement with Fraunfelter Accounting Services period from July 1, 2026 through June 30, 2028 in an amount not to exceed \$35,000 annually, is hereby approved.

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

Adopted the 9th day of April, 2026.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

PROFESSIONAL SERVICES AGREEMENT

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 **FRAUNFELTER ACCOUNTING SERVICES** (“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 listing of the Consultant’s hours by date in performance of the Services during the foregoing month in accordance with this Agreement. Within thirty (30) days after receipt of Consultant’s invoice, the TID shall pay the undisputed amount of such invoice.

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

A. Consultant will comply with all applicable federal, state, county, municipal and other governmental statutes, codes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence affecting the Services and the Deliverables (collectively, “Laws”).

B. Consultant will perform the Services in a good and prompt manner with professional skill and care that meets or exceeds industry standards and applicable Laws.

C. Any materials provided by Consultant to the TID, including, without limitation the Deliverables, shall meet or exceed industry standards and applicable Laws.

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

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

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

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

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

6. **Independent Contractor.** Consultant is an independent contractor and is not an employee of the TID. Consultant shall be solely responsible for the compliance with all applicable Laws with respect to Consultant’s engagement. Any and all payroll taxes, social security benefits, insurance requirements, or employment benefits of any kind whatsoever of Consultant shall be borne exclusively by Consultant and not the TID.

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

8. **Notice.** Any notice, communication, request or reply (“Notice”) made or accepted by either party to the other must be made in. For purposes of Notice the addresses of the parties shall, until changed as hereinafter provided, be as follows:

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

If to Consultant: Fraunfelter Accounting Services
 P.O. Box 687
 Owensville, Ohio 45160
 Attn: Sean Fraunfelter, Principal

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

9. **Termination.**

A. In addition to any other rights provided herein the TID shall have the right, at any time, for convenience and without cause, to terminate further performance of Work under the Agreement by delivery of written notice to the Accountant 20 days prior to such termination date as that notice shall designate. The Accountant shall comply with the terms of the notice, after the receipt of which, it shall reduce, minimize or eliminate any activities for which it would seek compensation from the TID, except as directed by the TID to complete designated portions of the work under the Agreement.

B. On or before the designated termination date, Accountant shall turn over or preserve all documentation in accordance with the TID'S instructions. Within fifteen days of the designated termination date, the Accountant shall submit to the TID a final progress report, including a final invoice. The final invoice will contain a certificate that the invoiced amount is the final claim for all work and that payment by the TID will constitute a release of any and all claims by Accountant. Within ten days of its receipt, the TID shall review the final progress report and request any additional information which it requires.

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

10. **Confidentiality.** Consultant agrees that all information provided by the TID to Consultant pursuant to this Agreement (the "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 disclose Confidential Information to third parties as requested by the District.

A. Accountant agrees that all information, whether printed, electronic, written, or oral, in response to special inquiry or voluntarily furnished by the TID, its agents or employees, or any other person, as it relates to the TID or its administration, operations and/or projects, shall be confidential. Accountant further agrees not to release or reveal any of this information to any third party without the express written consent of the TID and its attorneys.

B. In the event that Accountant is served with a notice of deposition with or without duces tecum, a subpoena, or other judicial or administrative order for the production of documents or information covered by this confidentiality agreement, Accountant shall immediately notify the TID or his attorneys of such request. The TID may take any steps it desires to keep such requested information confidential and Accountant will lend any reasonable assistance requested by the TID in connection with any steps taken by the Accountant or its attorneys to keep such requested information confidential.

C. Accountant agrees not to reproduce, copy or permit reproduction, copying or use of any records or documents, nor shall he remove, or permit to be removed from the

premises of the Liquidator any records or documents without the express written consent of the TID. All such documents will remain the property of the TID. Accountant agrees not to reproduce, copy or permit reproduction, copying or use of any records or documents, nor shall he remove, or permit to be removed from the premises of the TID any records or documents without the express written consent of the TID Director.

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

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

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

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

Vanessa A. Glotfelter, Executive Director

FRAUNFELTER ACCOUNTING SERVICES

Sean Fraunfelter

Exhibit A

Scope of Services

SERVICES

Accountant does hereby agree for the consideration herein mentioned, to perform the required accounting and financial services to the TID, as expeditiously as is consistent with professional skill and care and the orderly progress of the work hereunder, which are as follows:

1. Bi-weekly Activities: Prepare or review and process outstanding invoices; prepare and execute payroll; track construction project expenses and account maintenance, cash flow maintenance, and project related activities as necessary.
2. Monthly Activities: Bank reconciliation; monthly closing process/journal entries; board meeting/preparation; and miscellaneous financial projections.
3. Semi-Annual Activities: Evaluate debt financing agreements to verify proper allocation of local governmental revenues and debt payment.
4. Yearly Activities: Related annual project incentive reports as required by the State, annual report preparation; audit process; and 1099 preparation.
5. The Accountant and the TID staff will continue working jointly with the AccuFund accounting software to create a backup of accounting services and allow the TID safeguards over the accounting function.

TIMETABLE/OFFICE COVERAGE

Accountant and TID agree that Accountant will work at the TID's office a minimum of two days per month initially to accomplish item #5 above. The amount of hours required to complete the Work is expected to total approximately **40 days** or approximately **300 hours**. There will be certain times, such as during the months of March and April when the TID(s) audit is (are) prepared, where the Accountant will be required in the TID office to adequately and satisfactorily perform the Work.

CONTRACT TERM

The term of the CONTRACT shall run from July 1, 2026 to June 30, 2028 with a renewal two years term if agreed to both parties in writing by June 30, 2028.

Exhibit B

Fees; Payment of Fees

COMPENSATION

The Accountant is required to submit to the TID Director a monthly time log detailing the specific services and work items performed and the related hours worked for the previous month, with Accountant's invoice for services performed. This invoice shall be submitted within five days of month end and the TID expects to process the invoice by the 15th of the following month. Any questions the TID has regarding any invoice will be reviewed and resolved with Accountant prior to payment.

The TID will compensate the Accountant for the Work at an hourly rate of **one hundred ten dollars (\$110)** with one-half hour per day if working in the TID office reimbursed for travel time but no other travel related expenses in regard to the Accountant's hourly rate.

Based on the prior history for estimated hours for daily, bi-weekly, monthly and yearly activities, the annual cost to the TID is estimated to be **Thirty Thousand Dollars (\$30,000)**. The Accountant and TID understand that the estimate of hours and thus Accountant's compensation for services rendered could vary within any one year but in no event shall exceed **Thirty-Five Thousand Dollars (\$35,000.00)** related to this Agreement without prior approval of the TID Board.

MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT

RESOLUTION NUMBER 2026-21

**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, by action of Resolution 2026-09, the Board adopted and authorized the execution of the Phase II Addendum between the Township, TID, and RG Properties, Inc. (“Developer”), collectively known as the “Parties”; and

WHEREAS, the terms of the Phase II Addendum have been updated during negotiations and changes to each Parties respective responsibilities and obligations have been revised and set forth in the attached Phase II Addendum; and

WHEREAS, the Executive Director has agreed to the updated negotiated terms of the Phase II Addendum for the Project with the Township and Developer 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 and the Developer 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 and Developer, 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 9th day of April, 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. 2026-09 adopted by its Board of Trustees on February 12, 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. **Remaining Phase I Tasks.** 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 Exchange Properties (the “**Remaining Phase I Tasks**”). Promptly upon completion of the Remaining Phase I Tasks, the TID will provide written notice (the “**Valuation Notice**”) to the Township and Developer of the appraised values of the Exchange Properties (as defined in Section 4.A. below). The Township and TID will use commercially reasonable efforts to deliver the Valuation Notice on or before June 1, 2026.

3. **Acquisition Parcels.**

A. The Township and the TID shall pursue the acquisition of the real property described in Exhibit C attached hereto (the “**Acquisition Parcels**”) through donation.

B. In the event the Township and the TID are unable to obtain title to the Acquisition Parcels via donation on or before the date of the delivery of the Valuation Notice, within five (5) business days thereafter, the TID will or will cause its third party service provider to provide a good faith offer to purchase the Acquisition Parcels to their respective owners in compliance with applicable law at the valuations set forth in the Valuation Notice (the “**Purchase Offers**”).

C. If one or more of such owners does not agree to sell its respective Acquisition Parcel pursuant to the Purchase Offer, the TID will, at the soonest legally permissible date, file to acquire such Acquisition Parcel by eminent domain. The TID will use commercially reasonable efforts to prosecute such action, provided that the other Parties acknowledge and agree that the TID makes no representation or warranty related to the outcome of any such action.

D. For purposes of this Addendum, “**Acquisition Date**” means such date, as applicable, as the TID has obtained conveyable title to all Acquisition Parcels.

E. Developer will be responsible for all out of pocket costs and expenses of the TID related to the acquisition of the Acquisition Parcels. Without limiting the foregoing: (i) in the event the Acquisition Parcels are acquired via donation, Developer will be responsible for all Closing Costs; (ii) in the event the Acquisition 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 Acquisition 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 of 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 Acquisition 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.

4. **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 “**Exchange Properties**” for purposes of this Addendum.

B. On the date determined by the TID (the “**Closing Date**”), to be within five (5) business days following the Acquisition Date: (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 “**Closing**”).

C. 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, or as subsequently modified in connection with a purchase or other acquisition of the Acquisition Parcels by eminent domain, the amount of such excess will be paid in cash by Developer to the TID at the 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.

D. Developer shall pay all closing costs (collectively, “**Closing Costs**”) associated with the 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 Closing.

E. Developer represents and warrants to the TID and the Township that: (i) as of the 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 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.

F. Within thirty (30) days following the 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.

5. **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” and “TID Eminent Domain Fee” as described in the Estimated Phase II Budget, upon receipt of the TID’s invoice for the same.

6. **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 the PMFA or this Addendum, Developer and the Township will remain responsible for any costs and expenses incurred by the TID as of the effective date of such termination.

7. **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.

8. **Remedies.** Any disputes, controversies or claims arising under or relating to the PMFA or this Addendum or the breach, termination or invalidation thereof or the services provided pursuant to the PMFA or this Addendum 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, the PMFA, or this Addendum in order to resolve such dispute.

9. **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., 10 th 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

10. **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 10 are given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

11. **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.

12. **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.

13. **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 10 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

Exhibit C

Acquisition Parcels

Exhibit D

Estimated Phase II Budget

SOURCES	AMOUNT	NOTES
Developer	\$185,000.00	
Miami Township	\$30,000.00	
TOTAL	\$215,000.00	
USES	AMOUNT	NOTES
Adjacent landowner ROW acquisitions	\$100,000.00	estimated
TID Eminent Domain Fee	\$5,000.00	5% of acquisition costs
ROW Closing Costs	\$10,000.00	estimated
OR Colan additional services	\$35,000.00	
TID Phase II Management Fee	\$25,000.00	Assumes eminent domain. If no take, fee is \$10,000.00
Third Party & Legal	\$40,000.00	estimated
TOTAL	\$215,000.00	

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2026-22

RESOLUTION AUTHORIZING THE MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT TO PETITION FOR THE ADDITION OF PROPERTY TO THE MIAMI TOWNSHIP – DAYTON JOINT ECONOMIC DEVELOPMENT DISTRICT IN ASSOCIATION TO THE AUSTIN CROSSING PROJECT

WHEREAS, the Board of Trustees (“Board”) of the Montgomery County Transportation Improvement District (“TID”), by action of Resolution 2024-95, entered into a Memorandum of Understanding (“MOU”) with Miami Township (“Township”) that would convey certain properties to the TID to be dedicated in connection with the Austin Crossing Project (“Project”); and

WHEREAS, by action of Resolution 2025-53, the Board approved a Project Management & Financing Agreement (“PMFA”) for Phase I of the Project; and

WHEREAS, by action of Resolution 2026-21, the Board approved the Phase II Addendum to the PMFA with the Township and RG Properties, Inc.; and

WHEREAS, it is the desire of the Township to include certain parcels conveyed to the TID from the Ohio Department of Transportation (“ODOT”) to be added to the Miami Township – Dayton Joint Economic Development District (“District”); and

WHEREAS, the TID will need to submit a property owners petition to the District to propose the addition of properties and request that the City of Dayton and Township enter into an amendment to add the property at their earliest time permitted by law to the District; and

WHEREAS, the Executive Director and TID’s General Counsel have reviewed the JEDD Petition, a copy of which is attached hereto, and recommends approval.

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the Executive Director submit the JEDD Petition to the District to include parcels conveyed to the TID in support of the Project.

BE IT FURTHER RESOLVED, by the Board that copies of this resolution be provided to the Executive Director, TID Secretary/Treasurer, Finance Director, TID’s General Counsel, and Miami Township – Dayton Joint Economic Development District.

Adopted the 9th day of April, 2026.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

**JEDD PETITION
(Property Owners)**

To: The Commission of the City of Dayton and the Board of Trustees of the Township of Miami, Montgomery County

WHEREAS, the City of Dayton (the “**City**”) and the Township of Miami (the “**Township**”) are parties to a contract (the “**Contract**”) related to the operation and governance of the Miami Township - Dayton Joint Economic Development District (the “**District**”); and

WHEREAS, the undersigned propose that the property described below be added to the District in accordance with Section 715.72(L) of the Revised Code; and

WHEREAS, the following documents have been filed and are available for public inspection in the office of the Clerk of the City and in the office of the Fiscal Officer of the Township:

- (A) A copy of the Contract creating the District, including the economic development plan for the District and the schedule for the provision of new, expanded, or additional services, facilities, or improvements;
- (B) A copy of the proposed amendment to the Contract adding area or areas to the District (the “**Amendment**”);
- (C) A description of the area or areas included in the District, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas, and the parcel number of any parcel located within the boundaries of the District and excluded from the District under Section 715.72(E)(2) of the Revised Code;
- (D) A description of the area or areas to be added to the District pursuant to the Amendment (the “**Property**”), including a map in sufficient detail to denote the specific boundaries of such area or areas and to indicate any zoning restrictions applicable to such area or areas; and
- (E) A schedule for the collection of the tax levied within the District.

NOW, THEREFORE, the undersigned petitioners (the “**Petitioners**”) hereby propose the addition of the Property to the District and petition and request that the City and the Township enter into the Amendment at the earliest time permitted by law.

Each Petitioner represents and warrants with regard to the Property described next to the signature of the Petitioner:

- (1) the Petitioner is the owner of the Property;
- (2) the Property is accurately described below; and
- (3) the Property is located within the Township and within the proposed area or areas to be added to the District.

This Petition, which may be signed in counterparts (all of which shall constitute one Petition), is signed by a majority of the owners of property located within the area or areas to be added to the District.

PETITIONERS:

Name: Montgomery County Transportation
Improvement District

Address: 451 W. Third Street, 10th Floor
Dayton, Ohio 45422

Signature: _____

Date: _____, 20__

PROPERTY DESCRIPTION:

Parcel ID:

TID Parcels

Vanessa A. Glotfelter, Executive Director

MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT
RESOLUTION NUMBER 2026-23

**RESOLUTION ACCEPTING THE REVISED PROPOSAL FROM O.R. COLAN ASSOCIATES, LLC
FOR RIGHT-OF-WAY ACQUISITION SERVICES FOR THE AUSTIN CROSSING PROJECT IN MIAMI
TOWNSHIP AND AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A
MODIFICATION TO THE PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, the Board of Trustees (“Board”) of the Montgomery County Transportation Improvement District (“TID”), by action of Resolution 2024-95, entered into a Memorandum of Understanding (“MOU”) with Miami Township (“Township”) that would convey certain properties to the TID to be dedicated in connection with the Austin Crossing Project (“Project”); and

WHEREAS, by action of Resolution 2025-53, the Board approved a Project Management & Financing Agreement (“PMFA”) for Phase I of the Project; and

WHEREAS, by action of Resolution 2026-21, the Board approved the Phase II Addendum to the PMFA with the Township and RG Properties, Inc.; and

WHEREAS, in December 2025, the Executive Director authorized a proposal and executed a Professional Services Agreement (“PSA”) with O.R. Colan Associates, LLC (“ORC”) for right-of-way acquisition services for the Project in the amount of \$22,320.00; and

WHEREAS, ORC has provided a revised proposal for right-of-way acquisition services modifying the scope of the PSA dated December 12, 2025 as Modification 1 and an increase of \$31,030, increasing the contract amount to \$53,350.00; and

WHEREAS, the Executive Director has reviewed the proposal and recommended that ORC’s revised proposal dated March 30, 2026, for right-of-way acquisition services for the Project be and is hereby is accepted in an amount not to exceed \$53,350.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached revised proposal from ORC dated March 30, 2026, for right-of-way acquisition services for the Project be and is hereby approved Modification 1 for an increase of \$31,030.00, increasing the total PSA amount not to exceed \$53,350.00.

BE IT FURTHER RESOLVED that the Executive Director be and is hereby authorized to take such actions and to execute such instruments as are necessary to modify the TID’s PSA with ORC, provided that the Executive Director and the General Counsel determine that such changes are not materially detrimental to the TID or the Project.

BE IT FURTHER RESOLVED, by the Board that copies of this resolution be provided to the Executive Director, Secretary/Treasurer, Finance Director, TID’s General Counsel, Secretary/Treasurer, Miami Township, and O.R. Colan Associates.

Adopted the 9th day of April, 2026.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

**ADDITIONAL SCOPE & SERVICES MODIFICATION 1
O.R. COLAN ASSOCIATES
PROFESSIONAL SERVICES AGREEMENT**

This modification to the Professional Services Agreement (the "PSA") dated December 12, 2025, between the Montgomery County Transportation Improvement District (the "TID") and O.R. Colan Associates, (the "Consultant") is for authorization additional scope and services described as follows:

I. SCOPE OF SERVICES:

See attached revised proposal dated **3/30/2026**

See attached document titled – **Scope of Services for SR 741 @ Austin Landing**

Authorizing Modification 1 scope and services not to exceed a total amount of \$53,350.00.

II. FEES; PAYMENT OF FEES: The compensation to be paid to the consultant for providing the authorized services.

Professional Services Agreement (dated 12/12/2025) Amount:	\$22,320.00
<u>Modification 1 Authorized Increased Amount (04/09/2026):</u>	<u>\$31,030.00</u>
Revised Professional Services Agreement Amount:	\$53,350.00

III. TERMS AND CONIDTIONS: Services performed under this modification are subject to the same terms and conditions described the Professional Services dated December 12, 2025.

**Montgomery County Transportation
Improvement District**

O.R. Colan Associates

By: _____

By: _____

Print _____

Print _____

Name: Vanessa A. Glotfelter

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

RW ACQUISITION SERVICES COST PROPOSAL

Company Name: O.R. Colan Associates

District: D7

Date: 3/30/2026

PID NO.: N/A

Task No.: **REVISED**

Project CRS: SR 741 Austin Landing

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
1. Project Management - when not addressed elsewhere	parcel			
2. Appraisal				
R/W Appraisal Report (RE25-17)	parcel			
a. Austin Commons		1	\$7,500.00	\$7,500.00
b. R/W Appraisal Report (RE 25-17) TID Parcel & Developer Parcel	parcel	2	\$5,500.00	\$11,000.00
c. Limited Scope R/W Appraisal Report (RE 25-17) Austin Springs	parcel	1	\$4,000.00	\$4,000.00
d. Value Finding (RE 90)	parcel			\$0.00
e. Value Analysis	parcel			\$0.00
f. Project Data Book	parcel			\$0.00
g. Project Management	parcel	4	\$450.00	\$1,800.00
h. Appraisal Trainee for RE25-17	parcel			\$0.00
SECTION SUBTOTAL				\$24,300.00
3. Appraisal Review				
a. R/W Appraisal Report(RE 25-16)	parcel			\$0.00
b. Limited Scope R/W Appraisal Report (RE 25-16)	parcel			\$0.00
c. Value Finding (RE 25-14)	parcel			\$0.00
d. Value Analysis (RE 25-13)	parcel			\$0.00
e. USPAP Review (RE 25-12)	parcel			\$0.00
f. Parcel Impact Note	parcel			\$0.00
g. Appraisal Problem Analysis	parcel			\$0.00
h. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
4. Title Researches				
a. Abbreviated Titles	parcel			\$0.00

Full Title (42 year) APN 001, APN 0017, APN 0018, APN 0024, APN b. 0087, MCTID Parcel	APN	6	\$1,250.00	\$7,500.00
c. Title Update	parcel			\$0.00
d. Project Management	APN	6	\$450.00	\$2,700.00
SECTION SUBTOTAL				\$10,200.00
SECTION TOTAL				\$34,500.00

Table split for Federal Authorization for Right of Way Acquisition

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
5. Negotiation				
a. Negotiation (includes letters, packets, negotiations, billings, document preparation, plan revision coordination, etc.) MCTID, Developer, Austin Commons, Austin Springs	parcel	4	\$1,300.00	\$5,200.00
Negotiation-package submission - MCTID, Developer, Austin Commons, Austin Springs	parcel	4	\$1,300.00	\$5,200.00
b. Bill of Sale Negotiation	Per BS Parcel			\$0.00
c. Negotiation Trainee	parcel			\$0.00
d. Project Management	parcel	4	\$450.00	\$1,800.00
SECTION SUBTOTAL				\$12,200.00
6. Closings				
a. Mail Out	parcel			\$0.00
b. Formal (includes forms RE 30, 31, 44, 45 & 57 and etc.)	parcel	4	\$850.00	\$3,400.00
c. Formal - structure parcels	parcel			\$0.00
d. Title Update for Appropriation	parcel	0	\$500.00	\$0.00
e. Lien Release	per release	2	\$400.00	\$800.00
f. Project Management	per release	4	\$450.00	\$1,800.00
SECTION SUBTOTAL				\$6,000.00
7. Relocation Assistance Services				
a. Residential offer made	parcel			\$0.00
b. Residential final billing	parcel			\$0.00

c. Commercial Offer made	parcel			\$0.00
d. Commercial final billing	parcel			\$0.00
e. Personal Property final billing	parcel			\$0.00
f. Pre-Acquisition Survey/Interview	parcel			\$0.00
g. Pre-Acquisition Report	parcel			\$0.00
Project Management for h. Relocation/Relocation Review	parcel			\$0.00
i. Relocation Trainee	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
a. Residential Review	parcel			\$0.00
b. Commercial Review	parcel			\$0.00
c. Personal Property Review	parcel			\$0.00
d. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
9. Asbestos				
a. Collection/Reporting	parcel			\$0.00
b. Testing	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
10. Miscellaneous				
a. Red Books	parcel			\$0.00
b. Meetings and Testimony for appropriations	parcel			\$0.00
c. Property Management	parcel			\$0.00
d. Specialty Appraisal Studies (Parking, Rent, Architectural etc.)	parcel			\$0.00
e. Copies and Recording fees (reimbursable based on actual cost for Titles and Closings - receipts necessary)	parcel	4	\$150.00	\$600.00
f. R/W Cost Estimate (RE 101)	parcel			\$0.00
g. Relocation Conceptual Study	parcel			\$0.00
h. Certified Mailings (actual costs)	parcel	2	\$25.00	\$50.00
SECTION SUBTOTAL				\$650.00
SECTION TOTAL				\$18,850.00
GRAND TOTAL				\$53,350.00

Scope of Services for SR 741 @ Austin Landing

- 1. Project Management:** A professional prequalified by ODOT in the consultant's organization responsible for the planning and execution of the project delivery requirements. The Project Manager is responsible for minimizing risks throughout the lifetime of the project and resolving issues of uncertainty thus ensuring the project is delivered on schedule and in compliance.

The responsibilities of the Project Manager are as follows:

- A. Complete Progress Reports / Status Reports, attend meetings as scheduled and meet all established timelines.
- B. Assure compliance with laws, regulations and procedures controlling all Right of Way disciplines.
- C. Responsible for assigned deliverables set forth in the contract.

Title Work & Title Update: The Consultant, under the direction and to the satisfaction of the Department of Transportation, State of Ohio, shall search the public records concerning the titles to the highway parcels of such real estate in a form acceptable to the State, and shall comply with the ODOT- procedures as set forth in the ODOT Real Estate Manual. All notes and reports are to be type written by the Consultant. The Consultant shall submit the following:

- A. One original written title report to include the title report, the title chain and all pertinent attachments. The paper copy shall have the original signature of the title agent in the verification block.
- B. The title report and the title chain shall be in MS Word. Electronic title reports shall bear the type written name of the title agent. All attachments will be in .pdf format.
- C. Each title report shall contain copies of the Auditor's card and tax map.
- D. Ownerships for corporations, LLCs, Limited Partnerships, shall include status, and registered agent's information from the Secretary of State.

The Consultant understands that the term "parcel" or "parcel of land" as used herein means that unit of land as delineated and numbered on the right of way plans and all contiguous lands, record title to which is in the same person or persons, the whole or any part or parts of which, or any right or rights, interest or interests therein are acquired or to be acquired for highway purposes without regard to the parcel suffix(s), number of descriptions, or County Auditor tax parcels that may be involved.

Consultant shall review the title reports and chains against the right of way plans. Any discrepancies between the title and the plans shall be brought to the district's attention in writing.

Copying/Reproduction cost shall be included in the overall cost for the Title Report. However, reproduction fees charged by a county will be reimbursed upon submittal of receipts.

Scope of Services for SR 741 @ Austin Landing

Appraisal: No appraisal is included in this scope of services. As the parcel will be donated and appraisal will be waived by developer.

Acquisition (Negotiations): All acquisition activities shall be done by the consultant. ORC will make up to 10 contacts with the developer to include phone, in-person, emails, fax, and/or mailings. If there is an additional ORC receives the right to a contract modification.

Recording Conveyance Document: The consultant shall record the conveyance document with the county recorders office. No lien releases will be required as part of the scope. No prorated taxes will be required, as the county does not require them. A copy of the recorded conveyance document will be provided to MCTID.

The project schedule is to be complete by the December 1, 2024, if the schedule needs to be extended beyond or the above scope is modified ORC receives the right to a contact modification.

It is the responsibility of the Montgomery County Transportation District to provide a preapproved legal description along with a matching plan sheet. In addition to providing the developers point of contact information. Once these are received with Notice to Proceed ORC will begin.

MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT
RESOLUTION NUMBER 2026-24

**RESOLUTION ACCEPTING A PROPOSAL FROM BRIAN W. BARNES & CO., INC. FOR
REVIEW APPRAISALS FOR THE AUSTIN CROSSING PROJECT IN MIAMI TOWNSHIP
AND AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE
A PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, the Board of Trustees (“Board”) of the Montgomery County Transportation Improvement District (“TID”), by action of Resolution 2024-95, entered into a Memorandum of Understanding (“MOU”) with Miami Township (“Township”) that would convey certain properties to the TID to be dedicated in connection with the Austin Crossing Project (“Project”); and

WHEREAS, by action of Resolution 2025-53, the Board approved a Project Management & Financing Agreement (“PMFA”) for Phase I of the Project; and

WHEREAS, by action of Resolution 2026-21, the Board approved the Phase II Addendum to the PMFA with the Township and RG Properties, Inc.; and

WHEREAS, Brian W. Barnes & Co., Inc. (“BWB”) has provided a proposal dated April 2, 2026 with scope and fees for review appraisals for the Project in an amount not to exceed \$4,000; and

WHEREAS, the Executive Director has reviewed the proposal and recommended that the BWB proposal dated April 2, 2026, for review appraisals for the Project be approved in an amount not to exceed \$4,000.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached proposal from BWB for review appraisals for the Project be and is hereby accepted in an amount not to exceed \$4,000.

BE IT FURTHER RESOLVED that the Executive Director is be and hereby authorized to negotiate and execute a Professional Services Agreement with BWB, 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, by the Board that copies of this resolution be provided to the Executive Director, Secretary/Treasurer, Finance Director, TID’s General Counsel, Secretary/Treasurer, Miami Township, and Brian W. Barnes & Co., Inc.

Adopted the 9th day of April, 2026.

Chairperson, Montgomery County Transportation Improvement District

Attest:

Secretary/Treasurer

PROFESSIONAL SERVICES AGREEMENT
BRIAN W. BARNES & CO., INC.
AUSTIN CROSSING

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the ___TH day of _____, 2026 (the “Effective Date”), by and between the **MONTGOMERY COUNTY TRANSPORTATION IMPROVEMENT DISTRICT**, an Ohio body politic and corporate (the “TID”), and **BRIAN W. BARNES & CO., 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 defend, 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, arising out of or resulting from the 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 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: Brian W. Barnes & Co., Inc.
 6860 Perimeter Drive, Suite B
 Dublin, Ohio 43016
 Attn: President

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

BRIAN W. BARNES & CO., INC.

By: _____

Print Name: _____

Title: _____

Exhibit A

Scope of Services

Review appraisal services.

- 1 Austin Springs Apts. - \$2,000
- 2 Access/Shared Use path - \$2,000

Exhibit B

Fees; Payment of Fees

Brian W. Barnes & Co., Inc. is authorized for a budget amount not to exceed \$4,000.00.

Should the total cost of the work be greater than the estimated amount, Brian W. Barnes & Co., Inc. will notify MCTID and provide a revised estimate for review and approval. In this event continued performance is subject to additional funding, as mutually agreed.

MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT
RESOLUTION NUMBER 2026-25

**RESOLUTION APPROVING CHANGE ORDERS FROM THE OHIO DEPARTMENT OF
TRANSPORTATION FOR THE LOCAL SHARE OBLIGATION OF THE
I-75/SR-725 PEDESTRIAN IMPROVEMENTS PROJECT, MOT-725-14.41, PID 108619**

WHEREAS, the Board of Trustees (“Board”) of the Montgomery County Transportation Improvement District (“TID”), by action of Resolution 2016-16, entered into a Pedestrian Access Projects Management & Financing Agreement (“PMFA”) with Miami Township (“Township”) which provided that the Township engage the TID to provide preliminary engineering and feasibility studies for additional related projects in connection with the Dayton Mall Master Plan and other Township objectives based upon a schedule and priorities to be established by the Township and the Dayton Mall Joint Economic Development District (“Dayton Mall JEDD”); and

WHEREAS, by action of Resolution 2016-22, Miami Township assigned rights and obligations under the PMFA for the “I-75 Aesthetic Gateway Project: at the interchange of I-75 and SR-725 (“Gateway Project”) to the Dayton Mall JEDD and the Dayton Mall JEDD agreed to assume such rights and obligations, and the TID also consented to the foregoing, all pursuant to the terms and conditions of the PMFA; and

WHEREAS, by action of Resolution 2018-90, the Board authorized the submission of a project application to Miami Valley Regional Planning Commission (“MVRPC”) for the I-75/SR-725 Interchange Safety Enhancement Project in conjunction with the Ohio Department of Transportation (“ODOT”), the City of Miamisburg and the Miami Crossing Joint Economic Development District (“Miami Crossing JEDD”); and

WHEREAS, in March 2019, the TID was awarded MVRPC Surface Transportation Program (“STP”) funds in the amount of \$2,116,000 for improvements to the operation and safety of I-75 and SR-725 that included pedestrian improvements for the I-75/SR-275 Pedestrian Improvement Project (“Project”); and

WHEREAS, by action of Resolution 2024-06, the Board authorized the Project Support Agreement with the City of Miamisburg (“City”) and the Miami Crossing Joint Economic Development District (“MC JEDD”) for the I-75/SR-725 Pedestrian Improvement Project, MOT-725-14.41, PID 108619 (“Project), including TID to act as the responsible Local Public Agency (“LPA”) on behalf of the City and MC JEDD for the Ohio Department of Transportation (“ODOT”) and Miami Valley Regional Planning Commission (“MVRPC”) funding programs; and

WHEREAS, by action of Resolution 2024-62, the Board authorized First Amendment to the I-75/SR-725 Pedestrian Improvements Project Support Agreement that modified and replaced the payment of obligations with (1) the MC JEDD would be responsible for \$264,500 of the local share and the City would be responsible for \$400,810 of the local share, (2) additional payment obligations would be split 50/50 in an amount not to exceed \$200,000, with any such amounts in excess of \$200,000 will be borne by the City and (3) the MC JEDD would be solely responsible for all costs related to the test panel and formliner logo; and

WHEREAS, ODOT has provided change orders documentation supporting the local share obligation in support of the project in the amount of \$92,374.34 and the Executive Director has recommended approval; and

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached Change Orders from ODOT for the to the I-75/SR-725 Pedestrian Improvements Project Support Agreement and Amendment with the City of Miamisburg and the Miami Crossing JEDD be and is hereby approved in the amount of \$92,374.34.

BE IT FURTHER RESOLVED, by the Board that the Executive Director be and is hereby authorized to take such actions and to execute such instruments as are necessary to accomplish the actions and transactions contemplated by this Resolution, including the local share payment of \$92,374.34 to the Ohio Treasurer of State for I-75/SR-725 Pedestrian Improvement Project, MOT-725-14.41, PID 108619.

BE IT FURTHER RESOLVED, by the Board that copies of this resolution be provided to the Executive Director, TID Secretary/Treasurer, Finance Director, TID's General Counsel, City of Miamisburg, Miami Crossing Joint Economic Development District, and Ohio Department of Transportation District 7.

Adopted the 9th day of April, 2026.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer



**Department of
Transportation**

ACCOUNTS RECEIVABLE INVOICE

In Account With:

Montgomery County TID
451 West Third Street, 10th Floor
Dayton, Ohio 45430

Address questions concerning this invoice to:

Jennifer Ehrenberg
ODOT Project Accounting
Financial Program Manager
614-351-2879

DATE	INVOICE NO	PID	Project #	COUNTY ROUTE SECTION	STATE JOB NO.
2/6/2026	CA3024	108619	240276	MOT SR 725 14.41	458667
Billing Period:		5/24/2024-2/5/2026			

Description of Work Done:					
Local Encumbrances and Change Orders through February 5, 2026					
Type	Enc Date	Percentage	Part Code	Contractor	Amount
SLD	5/24/2024	20%	MOT108619-3	John R Jurgensen Co	\$579,000.00
Change Order 017	11/13/2025	100%	MOT108619-3	John R Jurgensen Co	\$16,310.81
Change Order 008	12/21/2025	100%	MOT108619-3	John R Jurgensen Co	(\$3,979.92)
Change Order 020	12/21/2025	100%	MOT108619-3	John R Jurgensen Co	\$3,270.77
Change Order 021	12/21/2025	100%	MOT108619-3	John R Jurgensen Co	(\$2,500.00)
Change Order 022	12/21/2025	100%	MOT108619-3	John R Jurgensen Co	(\$977.25)
Change Order 023	12/31/2025	100%	MOT108619-3	John R Jurgensen Co	\$3,795.41
Change Order 024	12/31/2025	100%	MOT108619-3	John R Jurgensen Co	\$1,045.34
Change Order 029	12/31/2025	100%	MOT108619-3	John R Jurgensen Co	\$2,330.80
Change Order 031	12/31/2025	100%	MOT108619-3	John R Jurgensen Co	\$712.69
Change Order 019	1/17/2026	100%	MOT108619-3	John R Jurgensen Co	\$50,500.46
Change Order 027	1/17/2026	100%	MOT108619-3	John R Jurgensen Co	\$12,685.82
Change Order 032	1/21/2026	100%	MOT108619-3	John R Jurgensen Co	\$9,679.41
Change Order 033	1/30/2026	100%	MOT108619-3	John R Jurgensen Co	(\$500.00)
Local Amount Encumbered					\$671,374.34
Total Local Deposit					\$665,310.00
Construction Engineering (CE) Deposit					\$86,310.00
Local Deposit Less CE					\$579,000.00
Open Accounts Receivable Invoices					
Current Amount Due					\$92,374.34
Total Amount Due State of Ohio					\$92,374.34

I hereby certify that the above account is true and correct and that payment therefore has not been received.

By: Michelle Kelly 2/6/2026
Title: Financial Program Manager

**MONTGOMERY COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

RESOLUTION NUMBER 2026-26

RESOLUTION ACCEPTING ARCADIS ENGINEERING SERVICES (USA) INC. PROPOSAL FOR STORM WATER STUDY AND DRAWINGS FOR THE MARTINDALE ROAD PHASE III EXTENSION PROJECT AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ARCADIS ENGINEERING SERVICES (USA), INC.

WHEREAS, the Board of Trustees (“Board”) of the Montgomery County Transportation Improvement District (“TID”) by action of Resolution 2021-29, and the City of Union, Ohio (“Union”) authorized the 2021 City of Union Projects Agreement in anticipation of various infrastructure improvement projects to support economic development prospects in Union, including the extension and improvement of Martindale Road; and

WHEREAS, the Executive Director, in concurrence with the City of Union, has reviewed the proposal dated March 13, 2026, from Arcadis Engineering Services (USA) Inc. (“Arcadis”) and recommended approval of part 2 only for storm water study and drawings for the Martindale Road Phase III Extension Project (“Project”) in an amount not to exceed \$67,000.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Montgomery County Transportation Improvement District that the attached proposal dated March 13, 2026 for part 2 only for storm water study and drawings for from the Arcadis for the Project in an amount not to exceed \$67,000 be and is hereby accepted.

BE IT FURTHER RESOLVED, that the Executive Director be and hereby is authorized to negotiate and execute a Professional Services Agreement with Arcadis for the Project, incorporating changes that may be required in final negotiations, provided that the Executive Director and the General Counsel determine that such changes are not materially detrimental to the TID, Union, or the Project.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Executive Director, Secretary/Treasurer, Finance Director, TID’s General Counsel, City of Union, and Arcadis Engineering Services (USA), Inc.

Adopted the 9th day of April, 2026.

Chairperson, Montgomery County Transportation Improvement District

Attest: _____
Secretary/Treasurer

**PROFESSIONAL SERVICES AGREEMENT
ARCADIS ENGINEERING SERVICES (USA) INC.
MARTINDALE ROAD PHASE III EXTENSION 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 the **ARCADIS ENGINEERING SERVICES (USA) 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 defend, 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, arising out of or resulting from the 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 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: Arcadis Engineering Services (USA) Inc.
 8101 North High Street, Suite 100
 Columbus, OH 43235
 Attn: Jeff Koehn

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

ARCADIS ENGINEERING SERVICES (USA) INC.

By: _____

Print Name: _____

Title: _____

Exhibit A

Scope of Services

See proposal dated March 13, 2026 – Part 2: Storm Water Study and Drawings. \$67,000.00



Arcadis Engineering Services (USA) Inc.
 4665 Cornell Road, Suite 200
 Blue Ash, OH 45241 United States

Memorandum

To/Attention	Vanessa Glotfelter	Date	March 13, 2026
From	Jeffrey B. Koehn	Project No	Tbd
cc	File		
Subject	Martindale Roadway; and Storm Water Study and Drawings		

This Memorandum is intended to be an attachment to a standard MCTID consultant contract. Thank you for the opportunity to be of continuing service to the MCTID. We are looking forward to delivering another project in the City of Union for the TID. Below please find our proposed Scope and Price for the project.

Scope

1. Martindale Roadway Phases 2, 3, & 4. This project will extend the Martindale Roadway from its current eastern terminus to approximately 500' east of Frederick Pike. It is understood that the Martindale / Fredrick intersection will eventually become a roundabout, so this Scope of work ends 500' east of Frederick. Due to access and stormwater concerns, it is further understood that the Phases must be constructed in order (2, then 3, then 4), or all at once. The roadway alignment will follow the alignment set during the previous water main construction. An interim/temporary storm water discharge will be required at the end of each phase. Our deliverable will include drawings and construction cost estimates suitable for sole source procurement by the MCTID. Drawings will include: cover sheet, schematic plan, plan & profile, cross sections, traffic control, and details. Our Scope does not include geotechnical studies, the sub-grade will be lime stabilized per previous projects. Water quality BMPs will be provided in future retention basins adjacent to the roadway.
2. Storm Water Study and Drawings. This project includes the study of the storm water management for the development area generally bounded by: Frederick Pike, Jackson Road, Union Airpark Boulevard and the Union/ Dayton Municipal boundary to the south (roughly 250 acres). It is understood that when this area is developed that the storm water will be managed by restricting the 100 year post-development flow to the 1 year pre-development flow. This scope includes the study of this drainage area and the modeling of theoretical development detention basins used to restrict post-development flows. A topographic survey will be performed along Frederick Pike between Martindale Road and the entrance drive to the Englewood East MetroPark. A budget has been included to survey up to 5 acres inside the MetroPark. We will design a piped storm water drainage system from Martindale to a location north of the MetroPark Drive; the system will then turn west under Frederick Pike and discharge in the MetroPark. A budget has been included to conceptualize a basic storm water pond in the Park. Drawings will include a cover sheet, schematic plan, plan and profile of the storm water system, grading at the potential pond on the MetroPark property;

cross sections and details. Easements are not included. Our deliverable will include the above noted drawings and construction cost estimates suitable for sole source procurement by the MCTID. A storm water management report is also included.

Price

Part 1a	\$43,000.00	(1050 lf)
Part 1b	\$55,000.00	(1350 lf)
Part 1c	\$35,000.00	(net 850 lf)
Part 2	<u>\$67,000.00</u>	
Total	\$200,000.00	

Should you have any questions / comments please give me a call at 513-317-3331.

Exhibit B

Fees; Payment of Fees

Arcadis Engineering Services (USA) Inc. will be paid on an hourly basis for **Part 2: Storm Water Study and Drawings**, with an initial budget not to exceed \$67,000.00.

Should the total cost of the work be greater than the estimated amount, the Arcadis Engineering Services (USA) Inc. will notify the MCTID and provide a revised estimate for review and approval. In this event, continued performance is subject to additional funding, as mutually agreed.