

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

The Union County Commissioners met in regular session this 23rd day of April 2025, with the following members present:

Steve Robinson, President
David A. Lawrence, Vice President
Tom McCarthy, Commissioner
William Narducci, County Administrator
Mallory Lehman, Clerk to the Board

* * *

*Commissioner Robinson called the meeting to order at 8:31 a.m.

* * *

*Thayne Gray, Assistant Prosecuting Attorney; Mike Williamson, Marysville Journal Tribune; Joe Case, Marysville Matters.

* * *

RESOLUTION NO. 25-170:**Executive Session – Pursuant to O.R.C. 121-22(G)(7) – To Consider Trade Secrets of a County Hospital**

The County Commissioners do hereby approve entering into executive session at 8:32 a.m. for the purpose of considering trade secrets of a county hospital. In attendance were: William Narducci, County Administrator; Thayne Gray, Assistant County Prosecutor; Rob McCarthy, Bricker and Graydon; and Mallory Lehman, Clerk to the Board. Also in attendance were the following representatives on behalf of Memorial Hospital; Chip Hubbs, President/CEO; Jeff Ehlers, CFO; Spence Fisher, Executive Vice President; Doug Loudenslager, Vice Chairperson/Board of Trustees; and Ben Kitto, Ice Miller. The session ended at 8:59 a.m.

*No action was taken.

A motion was made by Steve Robinson and seconded by David A. Lawrence that this resolution be adopted and carried by the following vote:

Steve Robinson, Yea
David A. Lawrence, Yea
Tom McCarthy, Yea

* * *

*County Debt Review by Andy Brossart



Market Update, Debt Review & Facility Need Options



April 23, 2025



Table of Contents



Section

- 1) Bond Market Update
- 2) Bond Ratings, Debt Review, & Debt Limitations



Section 1

BOND MARKET UPDATE

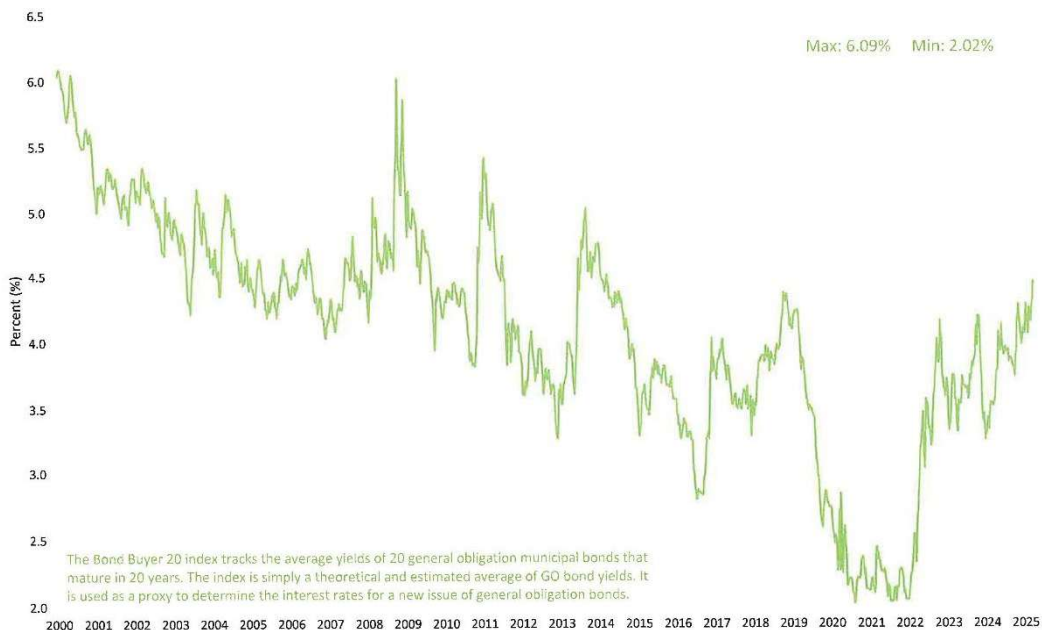


3

Tax Exempt Interest Rates | Benchmark Yields



Bond Buyer 20-Bond GO ("General Obligation") Index (April 1, 2025)



Source: Bond Buyer

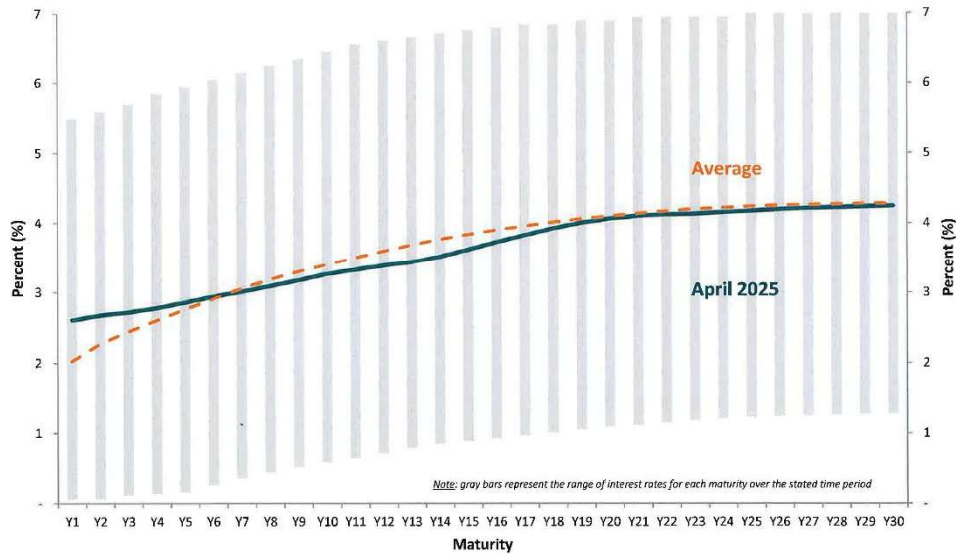


4

Tax Exempt Interest Rates | Benchmark Yields



AAA MMD Range by Maturity: Current Market vs. Average Rates
Range from 1991 - Current Market (April 1, 2025)



Source: Refinitiv, TM3

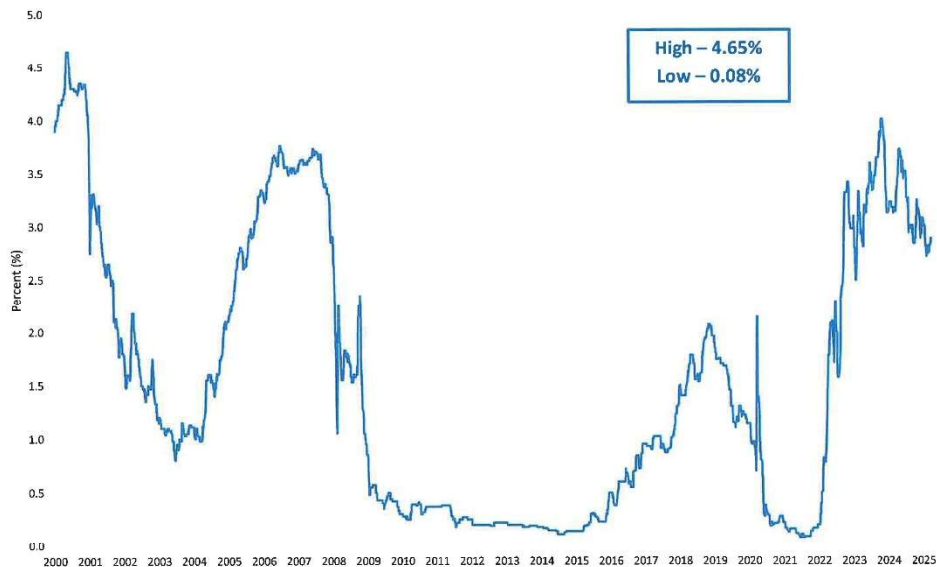


5

Tax Exempt Interest Rates | Benchmark Yields



Short-Term (MIG-1 12 Month Index) Benchmark Rate (April 1, 2025)



Source: Refinitiv, TM3



6



Section 2

BOND RATINGS & DEBT REVIEW



7

Bond Ratings



Overview of Ratings by Various Agencies

Bond Rating Services	Best Quality	High Quality			Upper Medium Grade			Medium Grade		
MOODY'S INVESTORS SERVICE	Aaa	Aa1	Aa2	Aa3	A1	A2	A3	Baa1	Baa2	Baa3
STANDARD & POOR'S	AAA	AA+	AA	AA-	A+	A	A-	BBB+	BBB	BBB-
FitchRatings	AAA	AA+	AA	AA-	A+	A	A-	BBB+	BBB	BBB-



Lower Interest Rates

Sales Tax Revenue Bond Rating – Aa2
Limited Tax General Obligation (LTGO) Rating – Aa2

Sources: Moody's, S&P, Fitch

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Outstanding Debt



Summary of Issues by Security

Series	2016 VP Refunding	2016 Refunding	2018 New Money	2021 Retire BANs	2014 Wastewater	2018
Security	LTGO	LTGO	LTGO	LTGO	Revenue Bonds	Sales Tax
Purpose	Memorial Hospital	Memorial Hospital	Memorial Hospital	Security Tech & Justice Center	Raymond/Peoria Collection System	New Money
Tax Status	Exempt	Exempt	Exempt	Exempt	Exempt	Exempt
Interest Rates	4.00%	3.00%-5.00%	3.00%-5.00%	4.00%	3.25%	2.00%-5.00%
Original Par	\$5,725,000	\$6,970,000	\$28,000,000	\$3,765,000	\$643,000	\$10,865,000
Outstanding Par	\$380,000	\$4,955,000	\$27,940,000	\$3,460,000	\$585,618	\$7,190,000
Dated Date	5/18/2016	10/6/2016	4/19/2018	9/8/2021	9/30/2014	3/28/2018
Final Maturity	12/1/2025	12/1/2033	12/1/2047	12/1/2046	9/1/2054	12/1/2037
Optional Redemption	Non-callable	12/1/2026 @ Par	6/1/2027 @ Par	12/1/2029 @ Par	Any Time	12/1/2027 @ Par
Underlying Rating(s)	Aa2 (Moody's)	Aa2 (Moody's)	Aa2 (Moody's)	Aa2 (Moody's)	NR	Aa2 (Moody's)
Credit Enhancement	N/A	N/A	N/A	N/A	N/A	N/A
Bank Qualified (BQ)	No	No	No	Yes	No	No
Underwriter(s)	William Blair	William Blair	Piper Jaffray	Stifel	USDA	Stifel
Municipal Advisor	N/A	N/A	Bradley Payne	Bradley Payne	N/A	Bradley Payne

Series 2021 LTGO Bonds

\$485,000 Security & Technology Equipment
\$3,280,000 Justice Center

Series 2018 Sales Tax Bonds

\$475,000 Health District (FM 2027)
\$7,150,000 Facilities Construction & Improvements (FM 2037)
\$3,240,000 Roundabout Improvement (FM 2030)

Sources: OMAC, EMMA, Official Statements



9

All Outstanding Debt (Including Hospital)



LTGO & Sales Tax Bond Debt Service

Year	Series 2016 (GO VP Ref. Mem. Hosp.)			Series 2016 (GO Ref. Mem. Hosp.)			Series 2018 (GO Mem. Hosp.)			Series 2021 (Retire BANs)			Aggregate LTGO			Series 2018 (Sales Tax)		
	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service
2025	380,000	15,200	395,200	325,000	178,919	503,919	190,000	1,254,394	1,444,394	100,000	138,400	238,400	995,000	1,586,913	2,581,913	630,000	292,975	922,975
2026				735,000	165,919	900,919	200,000	1,244,894	1,444,894	105,000	134,400	239,400	1,040,000	1,545,213	2,585,213	645,000	275,650	920,650
2027				760,000	136,519	896,519	215,000	1,234,894	1,449,894	110,000	130,200	240,200	1,085,000	1,501,613	2,586,613	680,000	243,400	923,400
2028				485,000	106,119	591,119	530,000	1,224,144	1,754,144	115,000	125,800	240,800	1,130,000	1,456,063	2,586,063	655,000	209,400	864,400
2029				490,000	94,600	584,600	565,000	1,197,644	1,762,644	120,000	121,200	241,200	1,175,000	1,413,444	2,588,444	680,000	183,200	863,200
2030				510,000	75,000	585,000	585,000	1,180,594	1,765,594	125,000	116,400	241,400	1,220,000	1,372,094	2,592,094	710,000	155,000	865,000
2031				535,000	49,500	584,500	600,000	1,163,144	1,763,144	125,000	111,400	236,400	1,260,000	1,324,044	2,584,044	605,000	127,600	732,600
2032				550,000	33,450	583,450	595,000	1,144,394	1,739,394	135,000	106,400	241,400	1,280,000	1,284,244	2,564,244	420,000	111,400	531,400
2033				565,000	16,950	581,950	620,000	1,125,890	1,745,890	140,000	101,000	241,000	1,325,000	1,243,750	2,568,750	435,000	94,600	529,600
2034							1,225,000	1,105,650	2,330,650	145,000	95,400	240,400	1,370,000	1,201,050	2,571,050	455,000	77,200	532,200
2035							1,275,000	1,056,650	2,331,650	150,000	89,600	239,600	1,425,000	1,146,250	2,571,250	475,000	59,000	534,000
2036							1,330,000	1,005,650	2,335,650	155,000	83,600	238,600	1,485,000	1,089,250	2,574,250	490,000	40,000	530,000
2037							1,385,000	952,450	2,337,450	160,000	77,400	237,400	1,545,000	1,029,850	2,574,850	510,000	20,400	530,400
2038							1,460,000	883,200	2,343,200	170,000	71,000	241,000	1,630,000	954,200	2,584,200			
2039							1,535,000	810,200	2,345,200	175,000	64,200	239,200	1,710,000	874,400	2,584,400			
2040							1,600,000	748,800	2,348,800	180,000	57,200	237,200	1,780,000	806,000	2,586,000			
2041							1,670,000	684,800	2,354,800	190,000	50,000	240,000	1,860,000	734,800	2,594,800			
2042							1,740,000	618,000	2,358,000	195,000	42,400	237,400	1,935,000	660,400	2,595,400			
2043							1,830,000	531,000	2,361,000	205,000	34,600	239,600	2,035,000	565,600	2,600,600			
2044							1,925,000	439,500	2,364,500	210,000	26,400	236,400	2,135,000	465,500	2,600,500			
2045							2,025,000	343,250	2,368,250	220,000	18,000	238,000	2,245,000	361,250	2,606,250			
2046							2,130,000	242,000	2,372,000	230,000	9,200	239,200	2,360,000	251,200	2,611,200			
2047							2,210,000	135,500	2,345,500				2,710,000	135,500	2,845,500			
Total	\$380,000	\$15,200	\$395,200	\$4,955,000	\$856,975	\$5,811,975	\$27,940,000	\$20,376,650	\$48,266,650	\$3,460,000	\$1,804,200	\$5,264,200	\$36,785,000	\$23,003,025	\$59,788,025	\$7,190,000	\$1,890,825	\$9,080,825

Sources: EMMA, Official Statements, OMAC



10

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Outstanding Non-Hospital Debt



LTGO & Sales Tax Bond Debt Service

Year	Series 2021 (Retire BANs)			Series 2018 (Sales Tax)			Aggregate Non-Hospital Debt		
	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service
2025	100,000	138,400	238,400	630,000	292,975	922,975	730,000	431,375	1,161,375
2026	105,000	134,400	239,400	645,000	275,650	920,650	750,000	410,050	1,160,050
2027	110,000	130,200	240,200	680,000	243,400	923,400	790,000	373,600	1,163,600
2028	115,000	125,800	240,800	655,000	209,400	864,400	770,000	335,200	1,105,200
2029	120,000	121,200	241,200	680,000	183,200	863,200	800,000	304,400	1,104,400
2030	125,000	116,400	241,400	710,000	156,000	866,000	835,000	272,400	1,107,400
2031	125,000	111,400	236,400	405,000	127,600	532,600	530,000	239,000	769,000
2032	135,000	106,400	241,400	420,000	111,400	531,400	555,000	217,800	772,800
2033	140,000	101,000	241,000	435,000	94,600	529,600	575,000	195,600	770,600
2034	145,000	95,400	240,400	455,000	77,200	532,200	600,000	172,600	772,600
2035	150,000	89,600	239,600	475,000	59,000	534,000	625,000	148,600	773,600
2036	155,000	83,600	238,600	490,000	40,000	530,000	645,000	123,600	768,600
2037	160,000	77,400	237,400	510,000	20,400	530,400	670,000	97,800	767,800
2038	170,000	71,000	241,000				170,000	71,000	241,000
2039	175,000	64,200	239,200				175,000	64,200	239,200
2040	180,000	57,200	237,200				180,000	57,200	237,200
2041	190,000	50,000	240,000				190,000	50,000	240,000
2042	195,000	42,400	237,400				195,000	42,400	237,400
2043	205,000	34,600	239,600				205,000	34,600	239,600
2044	210,000	26,400	236,400				210,000	26,400	236,400
2045	220,000	18,000	238,000				220,000	18,000	238,000
2046	230,000	9,200	239,200				230,000	9,200	239,200
Total	\$3,460,000	\$1,804,200	\$5,264,200	\$7,190,000	\$1,890,825	\$9,080,825	\$10,650,000	\$3,695,025	\$14,345,025

Sources: EMMA, Official Statements, OMAC

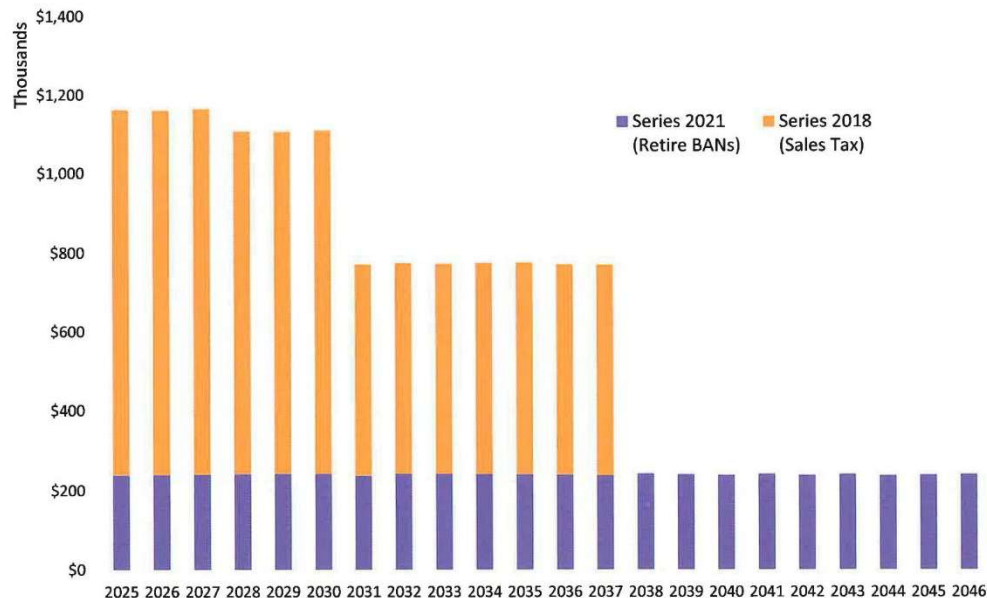


11

Outstanding Non-Hospital Debt



LTGO & Sales Tax Bond Debt Service by Series



Sources: OMAC, EMMA, Official Statements



12

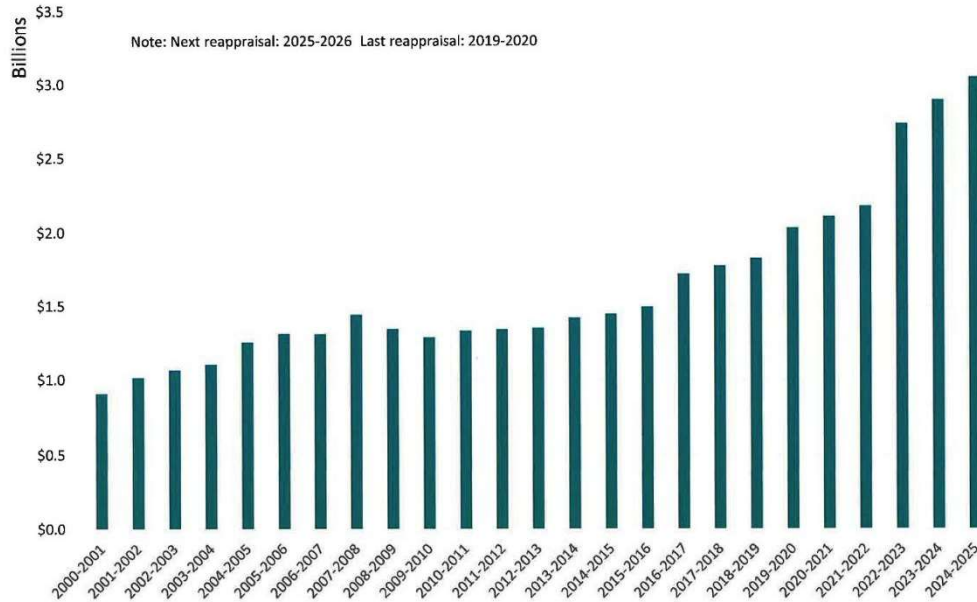
UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Assessed Valuation



Historical Values Since 2000



Source: OMAC



13

Debt Summary



Direct Debt Limitations

UNION COUNTY

As Of: 5/23/2025

Total Debt: \$4,023,910

Assessed Valuation (2024 - 2025) \$3,045,660,670

	Total	Unvoted (Limited)	Limited & Unlimited
Revenue	\$563,910	N/A	N/A
Limited Tax	\$3,460,000	\$3,460,000	\$3,460,000
Unlimited Tax	\$0	N/A	\$0
Total Subject to Limitation		\$3,460,000	\$3,460,000
G.O. Debt Exempt From Limitations		\$0	\$0
Maximum Allowable		\$30,456,607	\$74,641,517
Balance of Limitation		\$26,996,607	\$71,181,517

Source: OMAC



14

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

General Obligation Non Voted Debt Capacity



Indirect Debt Limitation (10 Mill Limit)

Union County Indirect Debt Limitation (10 Mill Limit)

Subdivision	Assessed Valuation (2024-2025)	Annual Principal	Annual Interest	Total Debt Service (2026)	Required Tax Rate
UNION COUNTY	\$3,045,660,670	\$1,040,000	\$1,545,213	\$2,585,213	0.84882
DUBLIN CITY	\$3,354,459,980	\$9,813,392	\$6,294,426	\$16,107,818	4.80191
JEROME TOWNSHIP	\$925,068,060	\$95,000	\$54,747	\$149,747	0.16188
DUBLIN CITY SCHOOL DISTRICT	\$5,516,288,900	\$0	\$0	\$0	0.00000
TOLLES CAREER & TECHNICAL CENTER JT. VOC. SCHOOL DISTRICT	\$12,634,666,740	\$0	\$0	\$0	0.00000
SOLID WASTE AUTHORITY OF CENTRAL OHIO	\$53,061,149,635	\$5,075,000	\$1,399,503	\$6,474,503	0.12202
		\$0	\$0	\$0	0.00000
		\$0	\$0	\$0	0.00000
		\$0	\$0	\$0	0
				Total	5.93463
				Allowable	10.00
				Balance of 10 Mill Limitation:	4.06537
Millage Impact	Total Borrowing	Annual Debt Service		Debt Service Requirement	Millage Impact
County Leverage Impact	\$ 5,000,000.00	30 Years		\$289,150.50	0.094938513
County Leverage Impact	\$ 15,000,000.00	30 Years		\$867,451.49	0.28481554
County Leverage Impact	\$ 30,000,000.00	30 Years		\$1,734,902.97	0.569631079
County Leverage Impact	\$ 60,000,000.00	30 Years		\$3,469,805.95	1.139262158

Source: OMAC

15



Important Disclosures



Disclosure of Conflicts of Interest and Legal or Disciplinary Events

- Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, conflicts of interest and any legal or disciplinary events of Bradley Payne Advisors, LLC ("Bradley Payne") and its associated persons.
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- Legal or Disciplinary Events**
Bradley Payne does not have any legal events or disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. The Issuer may electronically access Bradley Payne's most recent Form MA and each most recent Form MA-I filed with the Securities and Exchange Commission ("SEC") at the following website: www.sec.gov/edgar/searchedgar/companysearch.html
- There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I that Bradley Payne filed with the SEC. If any material legal or regulatory action is brought against Bradley Payne, we will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate Bradley Payne, its management, and personnel.



16

Important Disclosures



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Commissioner Robinson asked if any debt from Memorial Hospital will affect the county and Mr. Brossart stated since it is revenue backed debt, it will not affect the county's debt limitation.

Commissioner McCarthy asked how it is possible to fund the Engineer's Office for the continued infrastructure needs in the county, and not just benefit the developers. It is a challenge in the community.

Mr. Narducci stated there is an infrastructure fund in place, but the number of projects use up those funds very quickly. It is crucial that the township works with the county and developers on TIFs and where the money goes.

Jeff Stauch, Jessica Cain, Josh Holtschulte arrived at this time.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Bid Opening – 2025 UNI-CR125 H-5.612 Claibourne Road Bridge Rehabilitation Project - Engineer

The following bids were received at 9:30 a.m. and opened and read aloud immediately after.

R & I Construction
2931 S St Rt 67
Tiffin, OH 44883

Total Bid: \$837,638.76

*No decision at this time

* * *

Commissioner McCarthy stated he recently received a phone call from a concerned resident. There was a company out of Rosedale doing work in ditches, and there was damage done to the resident's property. He asked Engineer Stauch if those companies need permits to do work on the road right of ways, and if the company causes damage what is the process to report the damage and get it repaired.

Mr. Stauch stated all companies doing work on the right of ways need a permit and are required to have an insurance certificate. If damage occurs on a resident's property, the company is responsible. A lot of fiber installation companies have subcontracted their work out, and some companies are sold quickly. It is hard to track those companies down. This is a topic heavily discussed at board meetings, and it is still unknown what power the county has when it comes to fiber installation. If it is a public utility, the county requires a bond.

Commissioner McCarthy asked who the resident can reach out to in the Engineer's Office, and Mr. Stauch stated Tom Messerly.

Commissioner Robinson asked Mr. Stauch if the Engineer's Office could do some work on the county farm ground. Soil and Water assessed what needs done, and that includes some spot repairs along the ditch. The Engineer's Office will bill the Commissioners for the work done.

Mr. Stauch stated it would be ok for his employees to do the work if it is all the Commissioners property, and Commissioner Robinson stated it is the property by the Engineer's Office garage.

Mr. Stauch stated he is working on getting the first meeting together to talk about funding future projects. He has asked Mr. Narducci to attend and would like a Commissioner to attend as well. It will not be a regular standing meeting, but three to four meetings to get a better understanding of current challenges the Engineer's Office is currently facing and some possible solutions.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2025
April 23, 2025

RESOLUTION NO. 25-171:**Approve the Minutes from the April 9, 2025, Meeting – Commissioners**

The Board of County Commissioners approved the minutes from the April 9, 2025, meeting.

A motion was made by David A. Lawrence and seconded by Tom McCarthy to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
David A. Lawrence, Yea
Tom McCarthy, Yea

* * *

RESOLUTION NO. 25-172:**Approve the Minutes from the April 16, 2025, Meeting – Commissioners**

The Board of County Commissioners approved the minutes from the April 16, 2025, meeting.

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
David A. Lawrence, Yea
Tom McCarthy, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

RESOLUTION NO. 25-173:

Approve the Recommendation of the Union County Engineer that all Asphalt Material Quotations Received on April 9, 2025, be Accepted

The Board of County Commissioners hereby approves the Recommendation of the Union County Engineer that all Asphalt Material Quotations Received on April 9, 2025, be Accepted.


**County Engineer
Environmental Engineer**

233 W. Sixth Street
Marysville, Ohio 43040
P 937. 645. 3021
F 937. 645. 3161

www.unioncountyohio.gov/engineer

Building Department

233 W. Sixth Street
Marysville, Ohio 43040
P 937. 645. 3018

Marysville Operations Facility

16400 County Home Road
Marysville, Ohio 43040
P 937. 645. 3017
F 937. 645. 3111

Richwood Outpost

190 Beatty Avenue
Richwood, Ohio 43344

Public Service with integrity

MEMO

TO: Board of Commissioners
FROM: Jeff Stauch
DATE: April 17, 2025
SUBJECT: Asphalt Material Quotes received April 9, 2025

The referenced quotations are summarized on the attached tabulation. We recommend that all quotations be accepted.

We expect to purchase materials from the suppliers as follows (subject to availability, performance and compliance with our specifications):

RS-2P (SBR-latex)	Asphalt Materials, Inc.	\$2.189
CRS-2P (SBR-latex)	Asphalt Materials, Inc.	\$2.189
CSS-1H	Asphalt Materials, Inc.	\$1.519
Fast Dry Fog Seal	Asphalt Materials, Inc.	\$1.519

Items 301-441 Shelly and Sands, Inc.

We will purchase any other materials from other suppliers as necessary (subject to availability, performance and compliance with our specifications).

C.J. 2025
Date 4/23/2025

Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Sam Cronk, CBO
Chief Building Official

April 23, 2025

2025 Union County Asphalt Materials Quotations Tabulation									
	Asphalt Materials, Inc. 840 N Wynn Rd Oregon, OH 43616	Shelly Materials, Inc. 1700 Fosteria Ave Ste 200, PO Box 3100 Findlay, OH 45840	Shelly Materials, Inc. 1700 Fosteria Ave Ste 200, PO Box 3100 Findlay, OH 45840	Strawser Construction Inc. dba Terry Asphalt Materials 8 Standen Drive Hamilton, OH 45015	K-Tech Specialty Coatings PO Box 428 Ashley, IN 46705	Dekker Materials Company 3042 McKinley Ave Columbus, OH 43204		Shelly and Sands, Inc. 1515 Harmon Ave. Columbus, OH 43223	Hei Way LLC 290 N Pike Rd Savner, PA 16015
Contact Phone Number	419-693-0626	419-422-8654	419-422-8654	513-874-6192	260-587-9113	614-488-7958		740-310-2988	724-353-2700
Contact Name	Cameron Porter	Scott Rychener	Scott Rychener	David Kiser	John Baumgartner	Carl W. Schederer		Marily Spring	Elise Heiman
	4/9/2025-12/15/2025	12/16/2025-4/30/2026							
ITEM 301 Bit Agg Base	No Bid	\$76.00	\$78.50	No Bid	No Bid	\$90.00	\$140.00	\$73.00	No Bid
ITEM 302 Bit Agg Base	No Bid	\$76.00	\$78.50	No Bid	No Bid	\$90.00	\$140.00	\$73.00	No Bid
ITEM 441 Type 1 (Int)	No Bid	\$88.00	\$91.50	No Bid	No Bid	\$90.00	\$140.00	\$85.00	No Bid
ITEM 441 Type 2	No Bid	\$78.00	\$84.50	No Bid	No Bid	\$90.00	\$140.00	\$76.00	No Bid
ITEM 441 Type 1 (Surface)	No Bid	\$88.00	\$91.50	No Bid	No Bid	\$90.00	\$140.00	\$85.00	No Bid
Asphalt Cold Mix	No Bid	No Bid	No Bid	No Bid	No Bid	\$150.00	\$150.00	No Bid	\$147.00
MC-30	\$4.300	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
RS-2	\$2.080	No Bid	No Bid	\$2.27	No Bid	No Bid	No Bid	No Bid	No Bid
CM-90	\$3.150	No Bid	No Bid	No Bid	\$2.271	No Bid	No Bid	No Bid	No Bid
HFRS-2P (SBS)	\$2.350	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
RS-2P (SBS)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRS-2P (SBS)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
HFRS-2P (SBR-latex)	\$2.189	No Bid	No Bid	\$2.60	No Bid	No Bid	No Bid	No Bid	No Bid
RS-2P (SBR-latex)	\$2.189	No Bid	No Bid	\$2.60	No Bid	No Bid	No Bid	No Bid	No Bid
CRS-2P (SBR-latex)	\$2.189	No Bid	No Bid	\$2.60	No Bid	No Bid	No Bid	No Bid	No Bid
CSS-1H (50% diluted Fog Seal)	\$1.519	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
FAST DRYING FOG SEAL	\$1.519	No Bid	No Bid	\$1.66	No Bid	No Bid	No Bid	No Bid	No Bid
CM-150#	\$3.500	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CM-300	\$3.550	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Engineered Recycling Emulsion, Cold Central Plant	\$3.130	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Mixing Plant Mix	\$3.500	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Mixing Plant Mobilization	\$1,250,000	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Premium for Supply Bond	\$0.000	No Bid	No Bid	\$0.00	No Bid	No Bid	No Bid	No Bid	No Bid
Demurage Rate	\$150 per hour			\$125 per hour	\$135 per hour			60 Tons	23 ton minimum
Source of Supply	Oregon, Edson, Columbus, Manella, or Toledo	Belle Center	Ostrander Plant		K-Tech Spedally Coatings			Plant 1	

* * *

A motion was made by David A. Lawrence and seconded by Tom McCarthy to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
David A. Lawrence, Yea
Tom McCarthy, Yea

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

RESOLUTION NO. 25-174:**Authorizing Participation in the ODOT Road Salt Contracts Awarded in 2025 – Engineer**

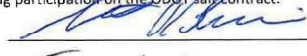
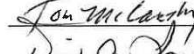
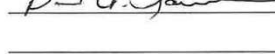
The Board of County Commissioners hereby Authorizing Participation in the ODOT Road Salt Contracts Awarded in 2025.

**RESOLUTION AUTHORIZING PARTICIPATION
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2025**

WHEREAS, the Union County Engineer, hereby authorized by the Union County Board of Commissioners (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party's own errors, actions, and failures to act.
- d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically submitted salt quantities from its awarded salt supplier during the contract's effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 2, by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

	(Authorized Signature)	4/23/2025	Approval Date
	(Authorized Signature)	4/23/2025	Approval Date
	(Authorized Signature)	4/23/2025	Approval Date
_____	(Authorized Signature)	_____	Approval Date
_____	(Authorized Signature)	_____	Approval Date

THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN MAY 2, 2025.

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

C.J. 2025
25-174
Date 4/23/2025

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
David A. Lawrence, Yea

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

RESOLUTION NO. 25-175:**Variance Request – Glacier Park Neighborhood, Section 14 – Variance #1 – Engineer**

The Board of County Commissioners hereby approves the Variance Request – Glacier Park Neighborhood, Section 14 – Variance #1.



April 16, 2025

Mr. Luke Sutton
Assistant County Engineer
Union County Engineer
233 West Sixth Street
Marysville, Ohio 43040

Re: Glacier Park Neighborhood, Section 14 ~ Variance #1

Mr. Sutton,

Terrain Evolution on behalf of Jerome Village Company is requesting a variance to Union County Subdivision Regulations, Article 4, Section 406 – Minimum Right-of-Way Width for the Street within the Glacier Park Neighborhood, Section 14. We request that a 50 ft Right-of-Way be allowed in lieu of the stated 60 ft Right-of-way. 10 ft Easements outside the 50 ft will be provided on both sides of the Right-of-way.

Please feel free to contact me regarding these revisions or if you have any other questions at (614) 385-1092.

Sincerely,

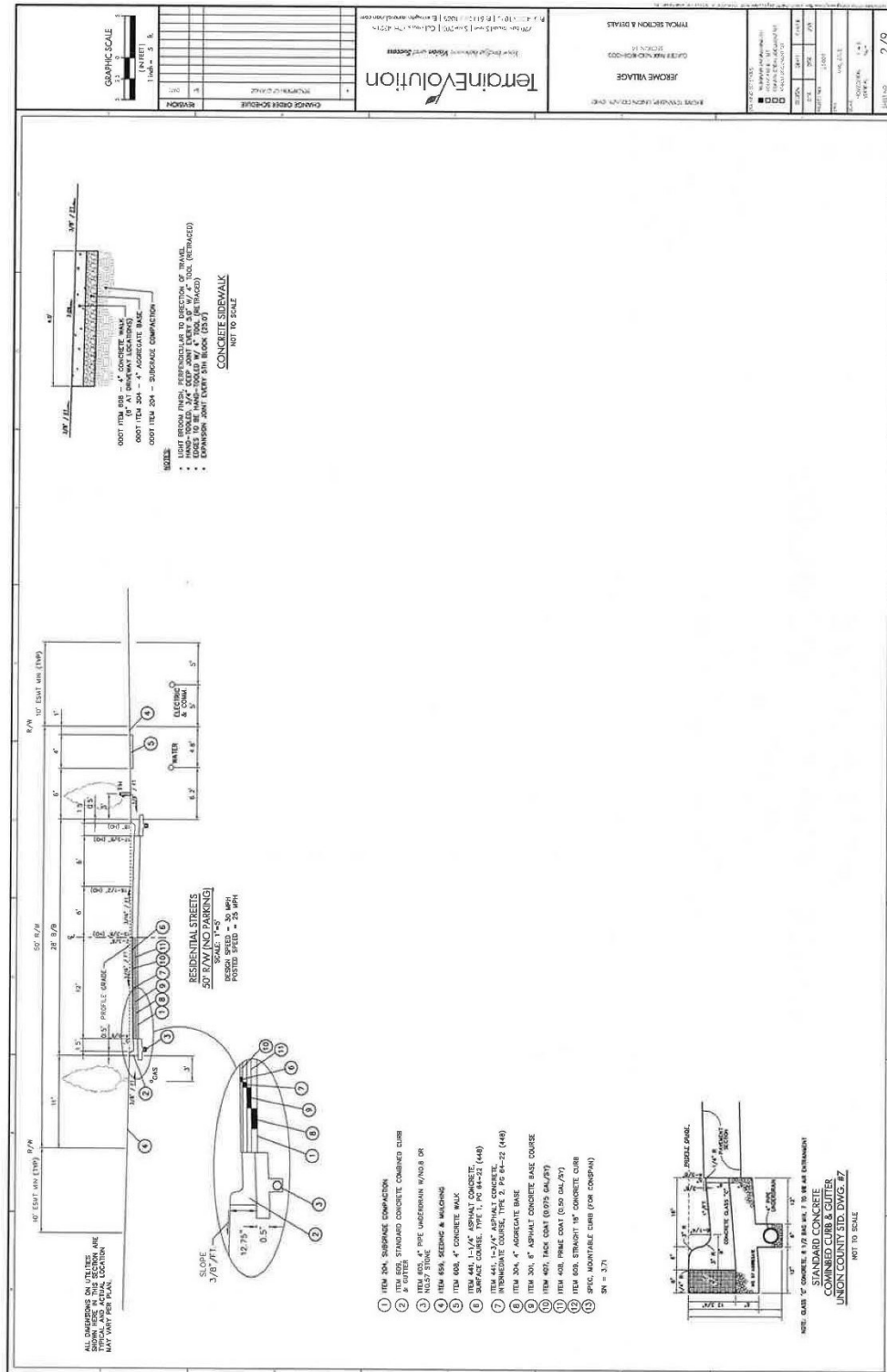
A handwritten signature in blue ink, appearing to read "Justin Wollenberg".

Justin Wollenberg, PE, CPESC
Sr. Project Director

C.J. 2025
Date 4/23/2025

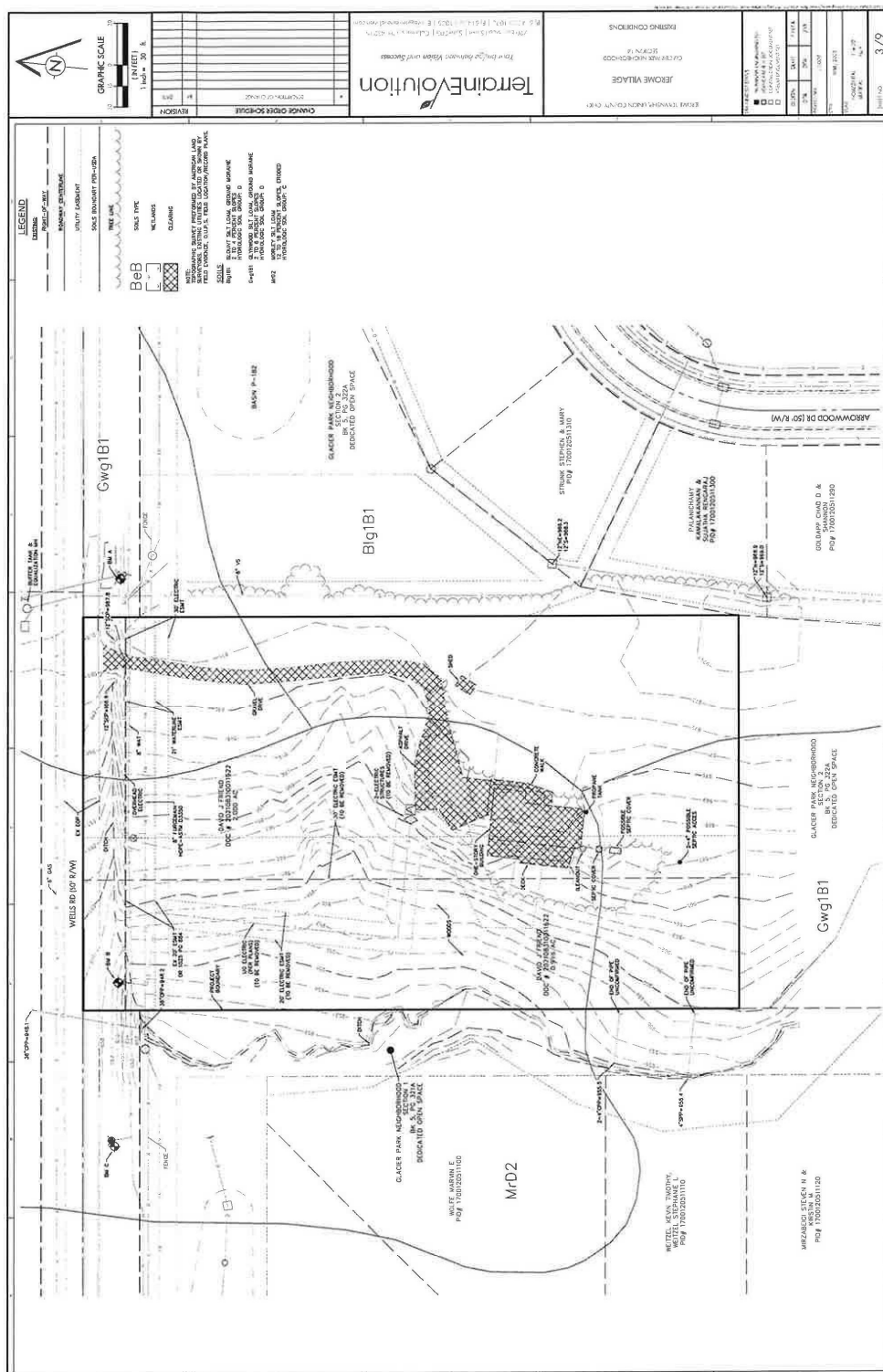
UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025



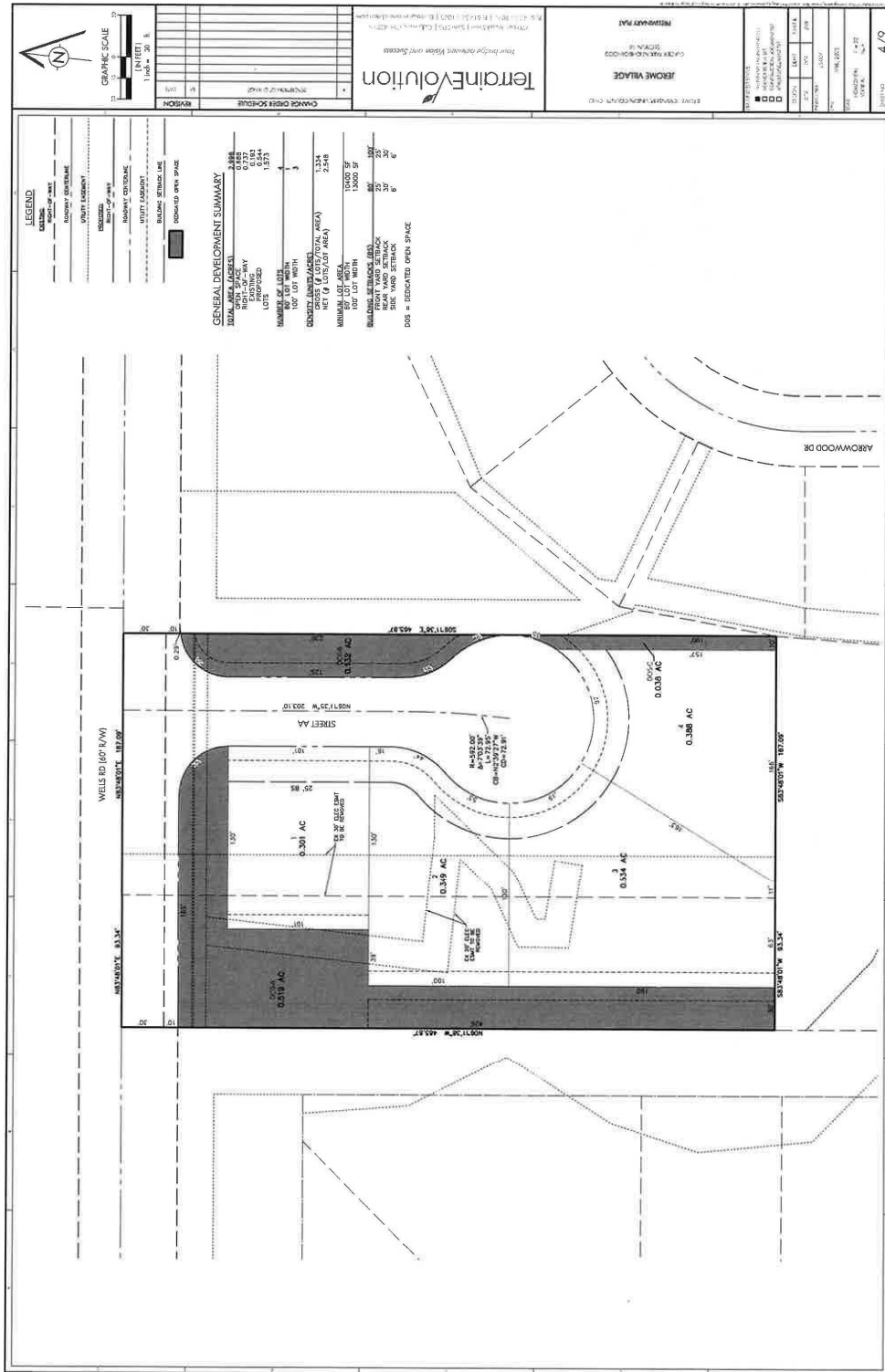
UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025



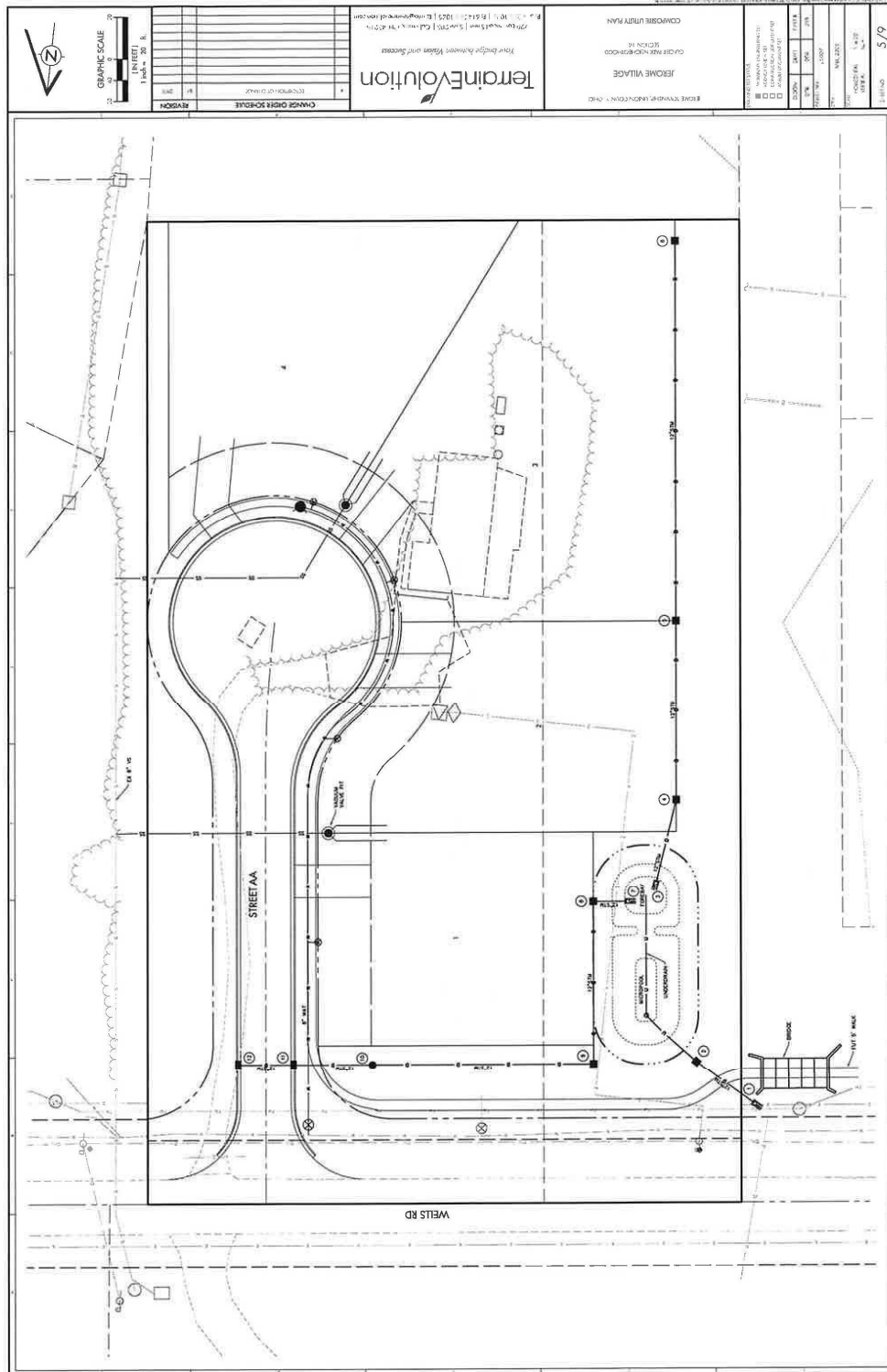
UNION COUNTY COMMISSIONERS JOURNAL 2025

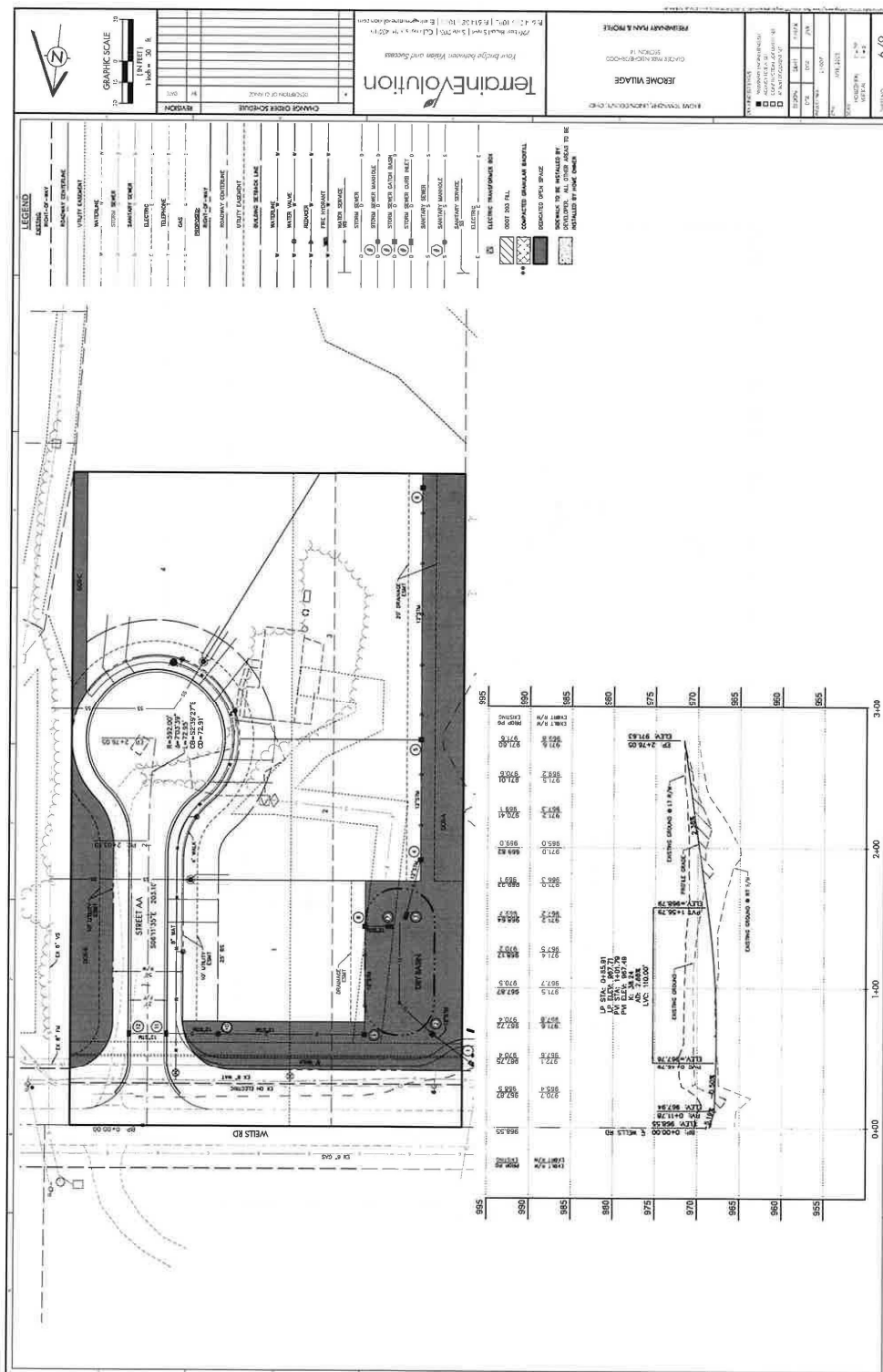
April 23, 2025

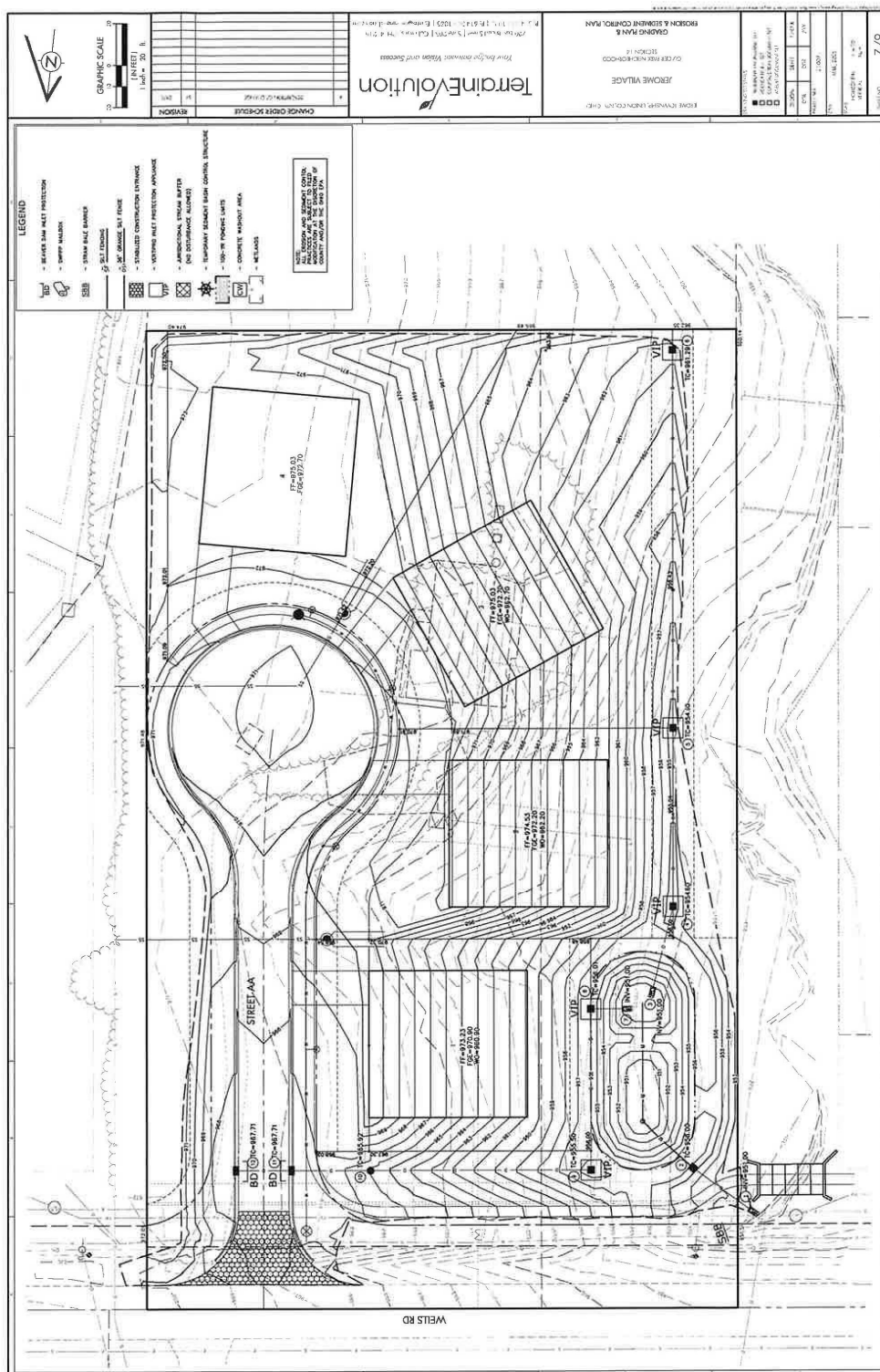


UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025





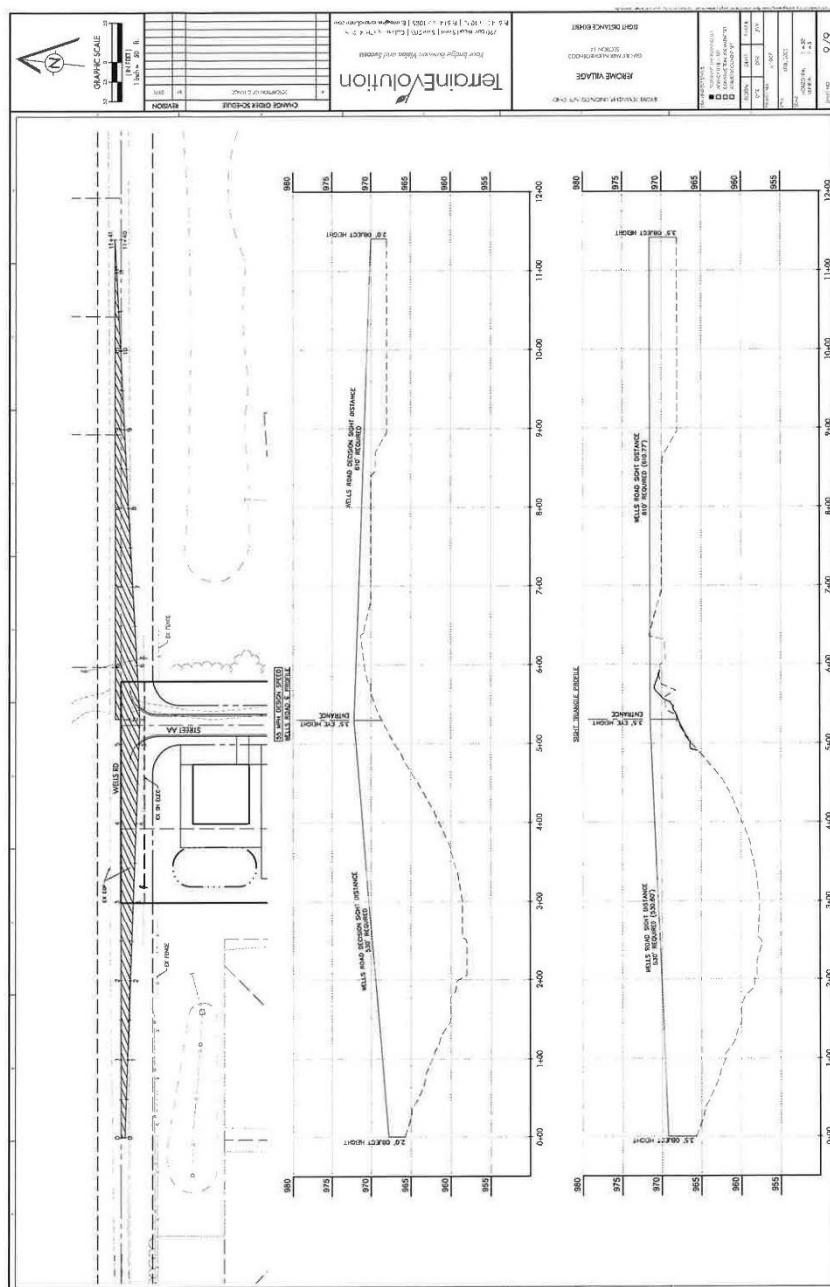


UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025



April 23, 2025



A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
David A. Lawrence, Yea

* * *

Jeff Stauch, Jessica Caine, and Josh Holtschulte left at this time.

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

RESOLUTION NO. 25-176:

Authorize the Union County Sheriff's Office to Purchase Deputy Scott Anspach's Fire Dex FXM Coat for \$1.00 to be Presented to Him Upon His Retirement on April 30, 2025 – Sheriff

The Board of County Commissioners hereby Authorizes the Union County Sheriff's Office to Purchase Deputy Scott Anspach's Fire Dex FXM Coat for \$1.00 to be Presented to Him Upon His Retirement on April 30, 2025.

Union County Sheriff's Office

Sheriff Mike Justice

221 West 5th St
Marysville, Ohio 43040Phone (937) 645-4102
Fax (937) 645-4170Union County Commissioners
233 West Sixth Street
Marysville, Ohio 43040

April 15, 2025

RE: Fire Dex FXM Coat

Dear Commissioners,

We are in possession of a Fire Dex Union County Sheriff FXM Coat which is specifically measured to Deputy Scott Anspach. The total purchase price of the item in 2021 was \$1,028.93.

We are requesting that in-lieu of destruction and/or selling the aforementioned Fire Dex FXM Coat that the item be purchased by the Union County Sheriff for \$1.00 to be presented to Deputy Anspach upon his retirement on April 30, 2025. The fire coat will no longer have any value to the UCSO, due to it having been specifically measured to Deputy Anspach, and as of January 1, 2026, the Union County Sheriff's Office will no longer require deputies to be certified as fire fighters.

Deputy Anspach has served the residence of Union County for over thirty-three years.

Attached to this letter is a draft resolution for your consideration. Thank you for considering this request. If you have any questions, please feel free to contact me at (937)645-4129.

Respectfully,

A handwritten signature in blue ink that reads "Mike Justice".
Sheriff Mike Justice***Diversity . Leadership . Selfless Service . Teamwork . Integrity***Emergency 9-1-1 • Non Emergency (937) 645-4110 • Sheriff and Administration (937) 645-4102 Fax (937) 645-4170
Investigations (937) 645-4101 Fax (937) 645-4104 • Court Services (937) 645-4103 Fax (937) 645-4171

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

BOARD OF COUNTY COMMISSIONERS
UNION COUNTY, OHIOResolution No. 25-176

A RESOLUTION:

The Board of County Commissioners of Union County, Ohio, met in regular session on the 23 day of April, 2025, at its offices at 233 West Sixth Street, Marysville, Ohio 43040, with the following members present:

Steve Robinson David A. Lawrence
Tom McCarthy
David A. Lawrence moved to adopt the following resolution:

WHEREAS:

- A. The Board of County Commissioners, Union County, Ohio (hereinafter referred to as the "Board") finds that it has personal property acquired for the use of the Union County Sheriff's Office, specifically a Fire Dex Union County Sheriff FXM coat.
- B. The Board finds the item detailed above is not needed for public use; and
- C. The Board also finds that the item has a combined total fair market value, in the opinion of the Board, of less than two thousand five hundred dollars and;
- D. Finally, the Board finds that Section 307.12(B) of the Ohio Revised Code permits the Board to sell the property at a private use sale without advertising or public notification.

Now, therefore, be it resolved by the Board of County Commissioners of Union County, Ohio that:

The Board determines that pursuant to the authority set forth in Ohio Revised Code Section 307.12(B) that it shall sell at a private sale a Fire Dex Union County Sheriff FXM coat, for the purpose of retirement, to the Union County Sheriff.

Steve Robinson seconded the motion, and the roll vote was called on the question of its adoption. The vote was as follows:

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

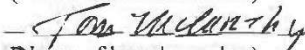
Name:

Vote:

(Insert Yes, No, or Abstain)



(Name of board member)

yes

(Name of board member)

yes

(Name of board member)

yes

Motion Adopted/Denied:



Board Chairperson

Date: 4/23/2025

Attest:



Clerk to the Board of Commissioners

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Fire Safety Services, Inc
6228 Township Road 95
Huntsville, OH 43324
937-686-2000

INVOICE

117803B
4/9/2021



B
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Union County Sheriff Department
Email

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Union County Sheriff Department
Attention: Tom Morgan
221 West Fifth Street
Marysville, OH 43040-1111

Description	Qty	U/M	Rate	Amount
Fire Dex Union Co. Sheriff FXM Coat	1	ea	1,028.93	1,028.93
Fire Dex Union Co. Sheriff FXM Pant	1	ca	712.73	712.73
Shipping & Handling			17.00	17.00

*\$17.00 being pd on this PO
\$1741.66 being pd on PO 20207510*

Invoice amount based on Cash
payments and Net 30 day terms.
Additional payment methods and
terms available upon request.
\$25.00 Late Fee
plus 1½% Finance Charge
(18% per annum)

Rep	JDB	Subtotal	\$1,758.66
Terms	Net 30	Sales Tax ()	\$0.00
P.O. No.	20207510-00	Total	\$1,758.66
	117803	Payments/Credits	\$0.00

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

Union County Sheriff Department
Email

INVOICE 117803B

Thank you for your business!

Due Date 5/9/2021

Balance Due \$1,758.66

For questions concerning this invoice please call
937-686-2000 or email contact@fssohio.com

☐ Please check box if address is incorrect or has changed, and
indicate change(s) on reverse side

Have E-Mail? Please write it here: _____

2962

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
David A. Lawrence, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

RESOLUTION NO. 25-177:

Approve the Trane Contract Proposal for the HVAC Equipment Coverage – County Office Buildings – Facilities/Commissioners

The Board of County Commissioners hereby approves the Approve the Trane Contract Proposal for the HVAC Equipment Coverage – County Office Buildings.

**INTELLIGENT SERVICES
SERVICE AGREEMENT****Trane Office**

Trane U.S. Inc.
4656 Bridgeway Avenue
Columbus, OH 43219

Trane Representative

Mark DiDonato
Cell:
Office: (614) 473-3500

Proposal ID

7956349

Master Agreement

2275

Company Name

Union County
233 W 6TH STREET
Marysville, OH 43040-4304

Sites Included:

Union County Admin Building
Union County Ag Services Center
Union County Courthouse
Union County Freedom Center BOE
Union County Justice Center
Union County London Ave Building
Union County Main Street Building

November 11, 2024

TRANE
TECHNOLOGIES

C.J. 2025
25-177
Date 4/23/2025



Union County Renewal 1-25
Proposal ID: 7956349

EXECUTIVE SUMMARY

Intelligent Services

Through a consultative relationship with Trane, you'll meet with your Account Manager at defined intervals throughout the year to explain what you need, set goals for your building, define key performance indicators (KPIs) and build a plan to get there. Intelligent Services combine Trane's knowledge of HVAC systems and energy, along with the expertise of our people to deliver and measure the outcomes that matter most. Employees feel engaged and outcomes are better when everyone feels connected to your mission.

Choosing what's important to you

A consultative approach could include...

- Baseline and benchmarking your building's energy and cost performance (energy tariff review, energy consumption)
- Sustainability (ESG – Environmental, Social, & Governance) planning (decarbonization, energy reduction, regulatory compliance, utility rebates and incentives, renewables)
- System optimization (balancing comfort, energy, compliance, building automation control and equipment optimization strategies)
- Asset lifecycle planning (deferred maintenance and replacement strategies)

Trane Consultative Approach



Key Elements of this service

<p>Benchmark and Baseline Your Building with Trane Experts</p>	<p>Trane Connect™</p>	<p>Strategy and Action Planning</p>
--	-----------------------	-------------------------------------

Why Trane? We Focus on Better Buildings.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

Union County Renewal 1-25
Proposal ID: 7956349



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

GETTING CONNECTED

Whether your Trane Service relationship is new or you've been a customer for many years, it is easy to connect your HVAC equipment to Trane Connect™ Cloud.

Utilizing the controls that are already part of your HVAC Equipment either directly or via your Trane BAS, you can easily connect your building to the cloud and send data from your HVAC Equipment to Trane Connect.

Advantages:

- **Empower your Trane Technician:** Utilizing the data collected in the cloud and the Trane Digital Inspection Toolbox, your Trane Technician will be able to remotely inspect your equipment.
- **Access your HVAC equipment anywhere:** Additionally, Trane can setup remote access to your Trane BAS, Chiller Plant, Chillers or other HVAC equipment for unlimited users from your organization.
- **Flexible & Secure Connectivity Options:** Connect via your organization's network or utilizing Trane's cellular solution.

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Union County Renewal 1-25
Proposal ID: 7956349

CONNECTED BUILDING SERVICES WITH TRANE CONNECT™

Trane gives you a way to "see" what's not physically evident using trend data that's illustrated via dashboards in Trane Connect™. It's a deeper level of information that enables you to understand what's happening at the system level—so technicians can address root causes instead of the symptoms. You'll get more bang from your service budget.

Available Trane Connect Applications

Included with your agreement, you'll receive additional benefits and reporting within the Trane Connect application. Customize your Trane Connect experience based on the needs of your job and goals of your organization.

	Remote Access - Control and manage your equipment, spaces and buildings while optimizing performance <i>(Note: included for all Trane Controls customers)</i>		Reports - Measure your starting point to best evaluate where you're seeing gains and how you can improve system performance and energy usage even further.
	Service - Remote and on-site service is enhanced through anytime, anywhere access to critical building information that informs how/when/where service is necessary.		Dashboards - Visualize and track the information most important to you, including opportunities for optimization and improvement.
	Building & Energy Applications - Identify ways to unlock greater efficiency and comfort while maintaining control over spend and optimizing performance. Map energy use by date, time or space usage to reach your sustainability goals faster. <i>(Note: requires separately connected Live Meter)</i>		Utility Management - Access to your energy use intensity and cost intensity analysis. <i>(Note: requires utility bill access)</i>

Learn more on [Trane.com](https://www.trane.com)

Union County Renewal 1-25
Proposal ID: 7956349



ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



REMOTE INSPECTIONS AT BUILDING LEVEL

Enhance unit visibility and inform necessary on-site service events with on-demand and scheduled virtual inspections. Digital review of HVAC and BAS equipment enabled through connected system and unit controllers.

Implementation:

- Trane factory certified technicians will troubleshoot and address root causes
- Proactively identify potential issues and required changes
- Receive deeper insights through data and analysis from your connected equipment via building performance reports



PERFORMANCE CHECK-INS

Gain the peace of mind you'd get with a "traditional clip-board review" from your staff with the added expertise of Trane technicians—without the added expense of on-site service visits. A virtual "walk-through" inspection of equipment, systems or a building—based on a predetermined schedule.

Implementation:

- Regular reviews of critical equipment and systems
- Early detection of issues to prevent downtime and catastrophic failure



UNION COUNTY COMMISSIONERS JOURNAL 2025
April 23, 2025

Union County Renewal 1-25
 Proposal ID: 7956349



STRATEGY AND ACTION PLANNING BY YOUR TRANE TEAM

Understand which actions will help you meet your energy and system performance goals and milestone targets. A consultation with Trane building and energy experts to identify, document and prioritize key building actions to support business goals.

Implementation:

- Review identified opportunities for improvement or maintenance from your team and ours
- Prioritize based on impact, budget and critically
- Evaluate future opportunities and available funding mechanisms failure



UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Union County Renewal 1-25
Proposal ID: 7956349

HVAC EQUIPMENT COVERAGE

Union County Admin Building

The following "Covered Equipment" will be serviced at Union County Admin Building:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	SITE LEVEL	NS4351958	

Service Description

IS ISAE On-Site Visit (Service 1)
 IS Account Strategy Meeting (Internal) (Service 2)
 IS Consult Report Creation (Service 3)
 IS Customer Consultation Meeting (Service 4)
 IS BAS Tech On Site (Service 5)
 IS 10 Point Remote Inspection (Service 6)
 IS Help Desk Hours (Service 7)
 Analytic Subscription

Quantity Per Year

1
1
1
1
1
12
6 Hours
1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136516950	E19C01237	

Service Description

Software Maintenance Plan

Quantity Per Year

1

Union County Ag Services Center

The following "Covered Equipment" will be serviced at Union County Ag Services Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	SITE LEVEL	NS-22401369	

Service Description

IS BAS Tech On Site (Service 5)
 IS 10 Point Remote Inspection (Service 6)
 Analytic Subscription

Quantity Per Year

1
12
1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136516950	E22D02976	

Service Description

Software Maintenance Plan

Quantity Per Year

1

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Union County Renewal 1-25
Proposal ID: 7956349

Union County Courthouse

The following "Covered Equipment" will be serviced at Union County Courthouse:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane		NS4740920	

Service Description

IS BAS Tech On Site (Service 5)
IS 10 Point Remote Inspection (Service 6)
Analytic Subscription

Quantity Per Year

1
12
1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMSB001AAA	E19C01223	

Service Description

Software Maintenance Plan

Quantity Per Year

1

Union County Freedom Center BOE

The following "Covered Equipment" will be serviced at Union County Freedom Center BOE:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	SITE LEVEL	NS-22401370	

Service Description

IS BAS Tech On Site (Service 5)
IS 10 Point Remote Inspection (Service 6)
Analytic Subscription

Quantity Per Year

1
12
1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136516950	E22D11171	

Service Description

Software Maintenance Plan

Quantity Per Year

1

Union County Justice Center

The following "Covered Equipment" will be serviced at Union County Justice Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	SITE LEVEL	NS-22401381	

Service Description

IS BAS Tech On Site (Service 5)

Quantity Per Year

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136516950	E20D01676	

Service Description

Software Maintenance Plan

Quantity Per Year

1

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Union County Renewal 1-25
Proposal ID: 7956349

Union County London Ave Building

The following "Covered Equipment" will be serviced at Union County London Ave Building:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	SITE LEVEL	NS-22401372	

Service Description

IS BAS Tech On Site (Service 5)

IS 10 Point Remote Inspection (Service 6)

Analytic Subscription

Quantity Per Year

1

12

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136516950	E22D11170	

Service Description

Software Maintenance Plan

Quantity Per Year

1

Union County Main Street Building

The following "Covered Equipment" will be serviced at Union County Main Street Building:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	SITE LEVEL	NS-22401378	

Service Description

IS BAS Tech On Site (Service 5)

IS 10 Point Remote Inspection (Service 6)

Analytic Subscription

Quantity Per Year

1

12

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136516950	E19C01236	

Service Description

Software Maintenance Plan

Quantity Per Year

1

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Union County Renewal 1-25
Proposal ID: 7956349**SITE COVERAGE**

The following Sites are included:

Union County Admin Building	233 W 6th St, Marysville, OH 43040
Union County Ag Services Center	18000 State Route 4, Marysville, OH 43040
Union County Courthouse	215 W 5th St, Marysville, OH 43040
Union County Freedom Center BOE	835 E 5th St, Marysville, OH 43040
Union County Justice Center	221 W 5th St, Marysville, OH 43040
Union County London Ave Building	940 London Ave, Marysville, OH 43040
Union County Main Street Building	128 S Main St, Marysville, OH 43040

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Union County Renewal 1-25
Proposal ID: 7956349**PRICING AND ACCEPTANCE**Union County
233 W 6TH STREET
Marysville, OH 43040-4304Site Address:
Refer to the Site Coverage Page**Trane Service Agreement**

This Service Agreement consists of the pages beginning with the title page entitled "Intelligent Services Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	64,650.00	16,162.50	Quarterly
Year 2	56,164.00	14,041.00	Quarterly
Year 3	58,183.00	14,545.75	Quarterly
Year 4	60,204.00	15,051.00	Quarterly
Year 5	62,223.00	15,555.75	Quarterly

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 5 years, beginning January 1, 2025. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on December 31, 2029, this Agreement shall renew automatically for successive periods of 5 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 4656 Bridgeway Avenue, Columbus, OH 43219.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025



Union County Renewal 1-25
Proposal ID: 7956349

this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
<p><i>[Signature]</i></p> <p>Authorized Representative</p> <p><u>Steve Robinson</u></p> <p>Printed Name</p> <p><u>President</u></p> <p>Title</p> <p><u>20250930</u></p> <p>Purchase Order</p> <p><u>4/23/2025</u></p> <p>Acceptance Date</p>	<p>Trane U.S. Inc.</p> <p>Submitted By: Mark DiDonato</p> <p>Proposal Date: November 11, 2024</p> <p>Cell:</p> <p>Office: (614) 473-3500</p> <p>License Number:</p> <p>Authorized Representative</p> <p>Title</p> <p>Signature Date</p>

The Initial Term of this Service Agreement is 5 years, beginning January 1, 2025.
Total Contract Amount: \$301,424.00 USD.

*Approved as to Form
Theresa D. Gray
Asst. P. Sec. Atty
April 23, 2025*

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Union County Renewal 1-25
Proposal ID: 7956349**TERMS AND CONDITIONS - SERVICE**

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. **Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. **Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. **Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in,

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Union County Renewal 1-25
Proposal ID: 7956349

on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Union County Renewal 1-25
Proposal ID: 7956349

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (1024)

Supersedes 1-26.130-7 (0724)

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Union County Renewal 1-25
Proposal ID: 7956349**SECURITY ADDENDUM**

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Union County Renewal 1-25
Proposal ID: 7956349

longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

- e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. Customer Data: Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Union County Renewal 1-25
Proposal ID: 7956349

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Union County Renewal 1-25
Proposal ID: 7956349

TERMS AND CONDITIONS – Connected Analytics Package Subscription

1. **Terms Supplemental.** These terms and conditions ("CAP Subscription Terms") are supplemental to the Terms and Conditions (Service) and an integral part of Company's offer to sell Software as a Service that provides internet-based access to the hosted Connected Analytics Package (CAP) application ("CAP Subscription") as part of an Energy Advisory Services offer. The Terms and Conditions (Service) apply to the CAP Subscription, except as the context indicates otherwise.
2. **Definitions.**
 - "**Malicious Code**" means any virus, worm, time bomb, Trojan horse or other code, file, script, agent, software program or device that may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data; or adversely affect the user experience.
 - "**Customer Data**" means all Customer electronic data or information collected through and stored in connection with the CAP Subscription.
 - "**Users**" means individuals who have been authorized by Customer to use the Services and who have been supplied user identifications and passwords to access the Services by Customer (or by Company at Customer's request). Users may include but are not limited to Customer's employees, consultants, contractors and agents; or third parties with which the Customer transacts business. Persons or entities that are competitors to Company are not authorized to access or use the Services and may not be permitted by Customer to access or use the Services.
3. **Software as a Service CAP Subscription.** Upon commencement of the CAP Subscription and for the CAP Subscription Term, Customer will have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the CAP Subscription services solely for your internal business operations and subject to the CAP Subscription Terms and Conditions (Service). Customer may allow its Users to use the CAP Subscription services for this purpose and Customer is responsible for Users' compliance herewith. Customer agrees that it does not acquire any license to the Trane Energy Manager program. The CAP Subscription includes provisions for the collection of data from meters, loggers, systems, or devices ("Data Collection") and regular database backups. The CAP Subscription does not cover support of Customer's computer hardware, data network, or communications infrastructure, or Internet browsers used to access the CAP Subscription. Customer hereby accepts, and upon initial use of CAP Subscription, each Customer User will be required to accept these CAP Subscription Terms. User access shall terminate on the same date as the applicable CAP Subscription Term.
4. **Subscription Term.** The initial CAP Subscription Term commences on the date that Customer receives access to the CAP Subscription service and continues for as long as set forth in the Proposal, subject to automatic renewal for succeeding 12 month terms as provided in the Terms and Conditions (Service).
5. **Customer's Responsibilities.** Customer shall (i) be responsible for Users' compliance with these terms and conditions, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the CAP Subscription, and notify Provider promptly of any such unauthorized access or use, (iii) use the CAP Subscription only in accordance with these terms and conditions and Customer's Service Agreement with Trane and applicable laws and government regulations, (iv) provide Company with all necessary cooperation in relation to these terms and conditions and necessary access to such information as may be required for providing the CAP Subscription, and (v) pay all fees when due for the CAP Subscription and Service Agreement. Customer shall not (i) permit any third party to access the CAP Subscription or physical hardware deployed at Customer's facilities to enable operation of the CAP Subscription except as expressly permitted herein or in an Order Form, (ii) modify or create derivative works based on any part or content of the CAP Subscription, (iii) copy, frame or mirror any part or content of the CAP Subscription, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer, disassemble or decompile the CAP Subscription, or (v) access the CAP Subscription in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the CAP Subscription. In addition, Customer shall not (m) make the CAP Subscription available to anyone other than Users, (n) sell, resell, rent, license, share or lease the CAP Subscription, (o) use the CAP Subscription to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (p) use the CAP Subscription to store, distribute or transmit Malicious Code, (q) interfere with or disrupt the integrity or performance of the CAP Subscription or third-party data contained therein, or (r) attempt to gain unauthorized access to the CAP Subscription or their related systems or networks.
6. **Cancellation.** In the event of a cancellation of the CAP Subscription by Customer, Customer shall not be entitled to any refund of price and Customer shall immediately pay all amounts then due.
7. **Customer Breach; Termination.** Company may terminate the CAP Subscription upon 14 days written notice to Customer of a material breach if such breach remains uncured at the expiration of such period. Upon termination, Customer shall not be entitled to any refund of the price paid to Company.
8. **Availability.** Company shall exercise reasonable care in providing the CAP Subscription and use commercially reasonable efforts to make the service available at all times. The CAP Subscription is accessible via the internet and thus subject to limitations, delays, and other problems inherent to the operation of internet and electronic communications. Company is not responsible for delivery failures or other damage resulting from such problems. Where possible, Company will notify User(s) identified by the Customer during execution of Service Agreement to be the primary contact for Customer ("Named Users"), and raise support issues with Company of non-availability of the CAP Subscription. It is the responsibility of the Named Users to provide this information to all Users of CAP Subscription associated with Customer. Company shall be entitled, without any liability, to carry out ongoing maintenance, updating or alterations to CAP Subscription Service that may result in loss of access from time to time without prior notice. Service features that interoperate with Trane Energy Manager software depend on the continuing availability of the third party APIs and programs for use with the CAP Subscription. If said parties cease to make the API or program available on reasonable terms for the CAP Subscription, Company may be interrupted from providing such features without entitling Customer to any refund, credit, or other compensation.
9. **Software Upgrades.** Software upgrades to CAP Subscription will be applied by the Company as soon as commercially reasonable after a new version is available. These will always be provided during the term of the Agreement and there is no provision for maintaining any other version than the current version in the SaaS environment.
10. **Database Backup.** Short term and long term database backups are performed at the sole discretion of the Company.
11. **Data Collection.** Where Customer has placed an order that includes CAP Subscription from Company, data will be collected from the designated meters, loggers, or devices and imported into CAP Subscription. It is Customer's responsibility to check CAP Subscription or configure appropriate alarms to ensure that data is appearing as expected. If data is missing, Customer should raise the issue as a request for support through the local Company office. Customer is free to export its own data from CAP Subscription at any time using the standard CAP Subscription export functions.
12. **Ownership of Data.** All data relating to the performance and condition of Customer building systems that Company collects in connection with the CAP Subscription shall be owned by Customer, provided that Customer grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company collects from Customer will not include any personal or individual information beyond that required for User access and account management. In providing the CAP Subscription, Company will comply with the Trane Technologies Data Protection and Privacy Policy, which is available at <https://www.tranetechnologies.com/privacy-policy.html>.
13. **Data Retention.** Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. Company will use commercially reasonable efforts to store Customer's data for up to 3 months. There is no guarantee as to the availability of the data.
14. **Communications – Analog Modem Facilities.** Customer authorizes Company to utilize Customer's telephone line to provide the services and acknowledge that, unless an exclusive telephone line has been provided for performance of the services, the telephone line may be unavailable for Customer's use for extended periods of time while data is being collected from Customer's building systems and equipment. Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not be able to collect data when the telephone line or other transmission mode is not operating or has been cut, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over Customer's telephone service.
15. **Communications – Ethernet.** Customer authorizes Company to utilize Customer's network infrastructure to provide the contracted services and acknowledge that Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Union County Renewal 1-25
Proposal ID: 7956349

be able to collect data when network issues do not allow for successfully communications between Company data collection devices and the data sources. Interruption of external Internet communications of longer than 24 hours may result in loss of data and degradation of service levels. Interruption of communications can be classified as failure of transmitting or receiving packet transmissions, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over network or the internet for any reason including network or ISP outage or other network/ISP problems such as congestion or downtime, routing problems, or instability of signal quality.

16. Logging and Data Mining. Customer grants Company the unrestricted right, but not the obligation, to log web addresses and/or mine other information and/or data relating to services and information accessed or requested (a) to provide better support, services and/or products to Users of Company products and services, (b) to verify compliance with the terms of the Agreement and the Supplemental Terms and Conditions, (c) for use by Company for statistical or other analysis of the collective characteristics and behavior of users, (d) to backup user and other data or information and/or provide remote support and/or restoration, (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including histories or trending of any of the foregoing, and (f) to otherwise understand and respond to the needs of the users of Company products and services.

17. Anti-Virus Prevention. Company maintains antivirus checking software on the network and has a strict policy on checking all software loaded onto the SaaS environment. However, due to the nature of computer viruses, Company is not able to guarantee that provision of CAP Subscription will be virus free. It is Customer's responsibility to ensure that adequate security and antivirus software is in place on all machines accessing the CAP Subscription.

18. Disaster Recovery. In the event that Company experiences a significant problem with CAP Subscription that results in or is expected to result in the loss of service for in excess of 5 working days, Company may transfer the CAP Subscription service to an alternative hosting environment. In the event that Company transfers the service to an alternative hosting environment, Customer acknowledges that the following may occur: There may be a loss of data imported into CAP after the last database backup was taken; CAP Subscription will be provided by a different IP address; while the IP address registered against the domain names is changed, Customer may need to access CAP Subscription via an IP address and not the normal domain name and data collection may not be available.

19. No Warranties. CUSTOMER EXPRESSLY AGREES THAT USE OF CAP SUBSCRIPTION IS AT THE SOLE RISK OF CUSTOMER, END USERS, AND NAMED USERS. COMPANY DOES NOT WARRANT OR GUARANTEE THAT CAP SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF CAP SUBSCRIPTION, OR AS TO THE TIMELINESS, EFFICACY, OPERABILITY, COMPLETENESS, ACCURACY, RELIABILITY OR CONTENT OF CAP SUBSCRIPTION OR OF ANY DESIGN, FUNCTION, PROCESS, OR INFORMATION PROVIDED THROUGH OR BY USE OF CAP SUBSCRIPTION. CAP SUBSCRIPTION IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. CUSTOMER AGREES THAT CUSTOMER'S PURCHASE OF THE CAP SUBSCRIPTION IS NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES OR DCAPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY COMPANY REGARDING FUTURE FUNCTIONALITY OR FEATURES.

20. Privacy or Confidentiality. The Company will take commercially reasonable efforts to ensure that data and other parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the internet restricts the Company from offering any guarantee to the privacy or confidentiality of information relating to Customer passing over the internet. In gaining access via the internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at its own risk. Any breach in privacy should be reported by customer to the Company immediately.

21. Intellectual Property. Company retains and reserves all rights, title and interest in and to the CAP Subscription, including without limitation all Company software, algorithms, materials, formats, interfaces and proprietary information and technology, and all other Company products and CAP Subscription, and including all copyright, trade secret, patent, trademark and other intellectual property rights related to the foregoing. No rights are granted to the Customer hereunder with respect to the CAP Subscription or otherwise other than as expressly set forth herein.

22. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF CONTRACTS, SECURITY BREACH, OR FOR ANY FINANCIAL OR ECONOMIC LOSS OR FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES) ARISING OUT OF CUSTOMER'S USE OR INABILITY TO USE CAP SUBSCRIPTION. Should Company nevertheless be found liable for any damages, such damages shall be limited to the most recent purchase price paid by Customer for CAP Subscription.

23. Customer Indemnity. Customer shall indemnify and hold Company harmless from and against any loss, damage, cost (including the cost of any settlement), expense or any liability suffered or incurred by Company arising from or in connection with Customer's use of CAP Subscription service, breach of these CAP Subscription Terms, and Company's possession or use of data, information or articles supplied by Customer to Company, including the infringement of any intellectual property rights resulting from the use or possession by Company of data, information or articles supplied by Customer to Company.

24. Change in Terms and Conditions. Company reserves the right to change the service level agreements, any part of the CAP Subscription offering, or the terms and conditions at any time.

(111822)



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025



Union County Renewal 1-25
Proposal ID: 7956349

CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: IS ISAE On-Site Visit

Description

- IS Project Scope - ISAE On Site Visit Based on Offer Sold
- On-site Data Analysis

Service 2: IS Account Strategy Meeting (Internal)

Description

- IS Attend Account Strategy Meeting

Service 3: IS Consult Report Creation

Description

- IS Create Customer Consult Report

Service 4: IS Customer Consultation Meeting

Description

- IS Attend Customer Consultation Meeting

Service 5: IS BAS Tech On Site

Description

- Project Scope - BAS Tech On-Site Visit Quantities Based on Offer Sold
- Up Front Conversation
- Complete Issues/Findings Tasks in Trane Connect
- Software Update SC
- Operator Coaching
- Verify System Software Programming
- Customer Directed - Perform Just Do It Repairs
- Critical Sensor Health Check
- Loop Tuning

Service 6: IS 10 Point Remote Inspection

Description

- Project Scope - Remote Inspection Quantities Based on Offer Sold
- Customer Notification
- Begin XOI Workflow and Create New Job
- SC/SC+ Firmware, SMP and Backup
- Alarm Routing Review
- Alarm Log Review
- Device Communication Review
- Schedules Review
- User Overrides Review
- Command Center Review Service Advisories and Exception History Report
- Cyber Security Review
- Trane Connect Findings
- Summary and Final Report

Service 7: IS Help Desk Hours

Description

- Remote Customer Support

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
David A. Lawrence, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2025

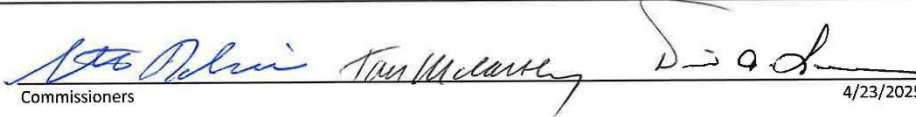
April 23, 2025

RESOLUTION NO. 25-178:**Payment of Bills**

The Board of County Commissioners approved the payment of regular purchase order bills and the “then and now” bills submitted over \$50,000.00 for the week of April 21, 2025.

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Dept
9859	TYLER TECHNOLOGIES I	042325	070-111131	20253068	146,211.00	404 Auditor

Add Desc: Tyler Technologies Enterprise Assessment and Tax Software 2025-2026


Commissioners 4/23/2025

C.J. 2025
25-178
Date 4/23/2025

A motion was made by Steve Robinson and seconded by Tom McCarthy to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
David A. Lawrence, Yea
Tom McCarthy, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

RESOLUTION NO. 25-179:**Transfers of Appropriations and/or Funds**

The Board of County Commissioners hereby approves the following transfers of appropriations and/or funds:

JOURNAL	LINE	ENTRY DATE	JNL SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AMOUNT
634	1	04/16/2025	valley dr	04/16/2025	Pending approval	Cayla Warnock	35240608	550100		increase for valley dr	04/16/2025	I	290,700
634	2	04/16/2025	valley dr	04/16/2025	Pending approval	Cayla Warnock	35240608	510100		to travel&expense valley dr	04/16/2025	D	290,700

ADD'L DESC: Board of DD transfer of funds from salaries to travel/expense


Commissioners

C.J. 2025
Res. 25-179
Date 4/23/2025

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
David A. Lawrence, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

ADMINISTRATOR ACTION NO. 25-053A:**Payment of Bills**

County Administrator William Narducci approved the payment of regular purchase order bills and the “then and now” bills submitted for the week of April 21, 2025.

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Dept
52	DAYTON POWER & LIGHT	042325	212708	20250856	10.72	470
5595	FORENSIC FLUIDS LABO	042325	76801	20253005	12.00	420
8963	FRANKLIN ELECTRIC CO	042325	568691884	20251089	15.00	420
7406	AMAZON CAPITAL	042325	1LD6-JGDX-4PNV	20252964	19.99	422
3227	IMIT, LLC	042325	3-2025-VAWA	20252133	20.00	446
6354	KRAMER ENTERPRISES,	042325	114278	20250497	20.74	422
6354	KRAMER ENTERPRISES,	042325	111630	20250497	20.74	422
779	W. W. GRAINGER	042325	9454512337	20253017	23.27	422
1127	QUILL CORPORATION	041625	43486547	20250190	23.78	410
2245	RICHWOOD BANKING VIS	042325	Card 2 Mar purch	20252989	24.00	420
4986	EVANS, DAWN	42325	212682	20253058	24.95	414
7406	AMAZON CAPITAL	042325	16QH-T9FH-P3KN	20252966	30.50	422
7406	AMAZON CAPITAL	042325	1FPJ-RCQR-Y1NM	20252983	32.96	422
122	MARYSVILLE PRINTING	042325	56380	20252963	38.43	422
833	VERIZON WIRELESS GRE	042325	Roads6109887079	20252413	40.11	422
4837	WATCH SYSTEMS	042325	64002	20250206	41.61	438
122	MARYSVILLE PRINTING	042325	56362	20252690	48.21	422
1127	QUILL CORPORATION	042325	43345733	20250305	52.32	410
1574	TERMINAL SUPPLY CO.	042325	89294-00	20253014	54.58	422
8625	TRIAD TECHNOLOGIES,	042325	62146487	20253018	58.99	422
128	MEMORIAL HOSPITAL UN	042325	03252025-01	20252993	60.00	418
2119	GORDON FLESCH COMPAN	042325	IN15119343	20250485	65.15	422
1127	QUILL CORPORATION	042325	43523078	20247000	65.40	426
1380	UCO INDUSTRIES	042325	23343	20251895	72.70	404
6354	KRAMER ENTERPRISES,	042325	111631	20250479	72.87	422
6354	KRAMER ENTERPRISES,	042325	114279	20250479	72.87	422
159	RICHWOOD GAZETTE	042325	212700	20253075	76.34	412
5346	O'REILLY AUTO ENT	042325	Feb25	20252971	77.10	422
779	W. W. GRAINGER	042325	9458055937	20253016	80.36	422
1534	US BANK	042325	553168089	20251689	94.08	404
7406	AMAZON CAPITAL	042325	1WR6-XDTV-4RFC	20252965	97.18	422
1689	DEPT OF COMMERCE ELE	042325	5575493	20252994	100.00	418
1127	QUILL CORPORATION	042325	43675469	20250303	106.30	410
2119	GORDON FLESCH COMPAN	042325	IN15119287	20250344	106.73	438
1179	PERRY PROTECH	042325	1094483	20250246	106.85	410
7406	AMAZON CAPITAL	042225	1CRJ-1FTM-FMKX	20247953	109.96	412
7536	TRUCK COUNTRY	042325	R312007597:01	20252970	112.00	422
7406	AMAZON CAPITAL	042325	PV93, 4MTM, 6494,	20251023	114.07	418
1127	QUILL CORPORATION	42325	43692399	20250948	118.16	414
1380	UCO INDUSTRIES	041625	23352	20250349	120.00	410
3227	IMIT, LLC	042325	3-2025-VOCA	20252142	120.00	446
3361	TREASURER OF STATE	42325	212553	20252962	125.00	414
1127	QUILL CORPORATION	042325	43546164	20252975	125.97	422
833	VERIZON WIRELESS GRE	042325	Eng6109887079	20250471	130.34	422
3432	RUMPKE OF OHIO, INC	042325	3435195	20250307	148.04	410
1451	TISCH, TERRI L. BLOO	42325	821	20250955	150.00	414
9208	RAY, NICOLE	042325	March 2025	20252953	155.44	426
52	DAYTON POWER & LIGHT	042325	212710	20250856	156.97	470
8062	LASERSHOT	042325	41045	20251885	166.00	438

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

8543 TIRE DISCOUNTERS INC	042325	ITW-1053048203	20253015	166.60	422
1484 KLEIBER, JON	042325	4-16-2025	20247002	167.54	426
18 VANCE'S SHOOTERS SUP	042325	1245461-INB	20250203	169.85	438
38 CITY OF MARYSVILLE	042325	0055500	20253006	175.00	420
2119 GORDON FLESCH COMPAN	042325	IN15122812	20250251	182.66	438
1574 TERMINAL SUPPLY CO.	042325	89294-01	20253013	196.77	422
1127 QUILL CORPORATION	041625	43588515	20250303	214.95	410
1127 QUILL CORPORATION	042325	43544519	20247075	227.16	440
9495 ADVANCED MEDICAL	042325	INV-24-2048	20252979	236.00	420
6978 MONTANEZ, RAFAEL	42325	04152025	20250941	259.60	414
52 DAYTON POWER & LIGHT	042325	212716	20250856	260.25	470
1127 QUILL CORPORATION	042325	43630918	20252848	261.89	404
2734 TOTAL FILTRATION SER	042325	2772632-01	20251132	269.34	470
1127 QUILL CORPORATION	042325	43547072	20250132	272.53	438
8770 OHIO BALIFFS & COURT	42325	00940	20252949	299.00	414
6354 KRAMER ENTERPRISES,	042325	114277	20250479	302.16	422
5992 OCCA	42325	212555	20252950	360.00	414
1873 PARR PUBLIC SAFETY E	042325	INV110551	20250222	364.99	438
148 POSTMASTER	041625	212112	20250315	365.00	410
1873 PARR PUBLIC SAFETY E	042325	INV110448	20250193	369.90	438
7406 AMAZON CAPITAL	042325	1R4Y-X4FM-PPW4	20252988	370.31	420
6354 KRAMER ENTERPRISES,	042325	111629	20250479	370.91	422
1574 TERMINAL SUPPLY CO.	042325	88217-00	20253012	375.13	422
10198 WHARTON, KOTA	042325	INV-329	20252450	412.00	422
1274 KLEIBER, TAMMY	042325	212703	20250889	421.25	412
18 VANCE'S SHOOTERS SUP	042325	1238462-INB	20248045	443.69	438
8335 BREEZELINE	042325	212736	20253080	460.49	404
2119 GORDON FLESCH COMPAN	42325	15116429, 15119357	20250962	469.50	414
9183 PRECISION LABS LLC	42325	16-25	20251557	520.00	414
1274 KLEIBER, TAMMY	042325	212704	20250889	522.25	412
38 CITY OF MARYSVILLE	042325	M Ops March25	20250488	558.00	422
1843 GOOD AS GOLD PROMOTI	042325	47364	20251435	595.15	438
9090 HD SUPPLY INC	042325	INV00678705	20253022	653.95	422
148 POSTMASTER	42325	212641	20247073	658.26	440
6741 TKE CORP	042325	3008431682	20253074	765.11	470
833 VERIZON WIRELESS GRE	042325	Bldg6109887079	20250505	774.74	422
633 J J KELLER & ASSOC	042325	9110009630	20250904	778.00	470
10127 COMBINED SYSTEMS, IN	042325	IND_247355-21666	20247431	895.00	438
10127 COMBINED SYSTEMS, IN	042325	IND_247364-21666	20247431	895.00	438
9314 MAGGIO, CHELSEA	042325	212719	20253077	945.00	412
8062 LASERSHOT	042325	41204	20252507	975.00	438
7222 FLEWELLING, ERIC	042325	03.2025 FC	20252998	1,085.00	420
8114 PARK PLACE TECHNOL	042325	PUSA 10090178231	20252981	1,128.00	404
451 SMART OIL COMPANY	042325	105482	20250486	1,137.50	422
410 SUNBELT RENTALS INC.	042325	166866782-0001	20253073	1,178.00	470
7406 AMAZON CAPITAL	042225	196W-T9V3-6F3H	20247953	1,208.00	412
2707 AMEA HEALTHCARE LLC	042325	3/2025	20252978	1,288.00	420
52 DAYTON POWER & LIGHT	042325	212717	20250856	1,304.70	470
1010 JOHNSON, MATTHEW	042325	03.2025 FC	20252997	1,365.00	420
2245 RICHWOOD BANKING VIS	042325	Card 1 March purch	20252990	1,385.72	420

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

7492 HENZEL, DR. KEVIN	042325	68	20251033	1,440.00	418
9314 MAGGIO, CHELSEA	042325	212721	20253078	1,462.50	412
8447 SENTINEL OFFENDER SV	42325	207646	20250940	1,484.54	414
5974 U.S. POSTAL SERVICE	041625	4.11.25	20252923	1,500.00	434
4710 CONNECT AMERICA.COM	042325	92	20252980	1,530.00	420
10145 CANON USA, INC	042325	39976211	20250810	1,543.20	418
1127 QUILL CORPORATION	041625	43443543	20250190	1,590.47	410
7406 AMAZON CAPITAL	042225	14FX-GHKW-771R	20247953	1,703.52	412
6170 MONTGOMERY COUNTY CO	04302025	1000029112	20247827	1,880.14	416
1724 SHI	42325	212551	20252843	1,919.43	414
1414 TREASURER STATE OH	042325	25201471	20253079	1,946.88	404
52 DAYTON POWER & LIGHT	042325	212712	20250856	1,982.36	470
18 VANCE'S SHOOTERS SUP	042325	1245461-IN	20247958	2,006.15	438
38 CITY OF MARYSVILLE	042325	12042112-617 4/14/25	20250811	2,100.89	418
146 PITNEY BOWES	041625	3320578553	20252873	2,261.10	410
10120 ABBRUZZESE, MARCUS	042325	03.2025 FC	20252996	2,384.69	420
52 DAYTON POWER & LIGHT	042325	212711	20250856	2,860.52	470
451 SMART OIL COMPANY	042325	105483	20250486	2,934.00	422
8661 NECCO, LLC	042325	46	20253003	3,100.00	420
1212 TREASURER STATE OH {	042325	0491597-IN	20250389	3,567.00	438
52 DAYTON POWER & LIGHT	042325	212715	20250856	3,661.92	470
451 SMART OIL COMPANY	042325	105481	20250486	3,829.00	422
52 DAYTON POWER & LIGHT	042325	212709	20250856	4,077.85	470
10128 DIAMOND DRUGS, INC.	042325	IN001497172	20250341	4,209.35	438
52 DAYTON POWER & LIGHT	042325	212714	20250856	4,539.40	470
10151 HARVEY, MIRANDA	042325	03.2025 FC	20252999	5,069.11	420
10147 WAGNER, THOMAS R.	042325	03.2025 FC	20253001	5,270.00	420
1762 WINGS ENRICHMENT CEN	042325	3024881	20253000	5,568.10	420
833 VERIZON WIRELESS GRE	042325	6110762863	20253002	5,807.81	420
18 VANCE'S SHOOTERS SUP	042325	1245460-IN	20247958	6,932.75	438
1500 SAFEHOUSE MINISTRIES	042325	1010360	20251001	9,920.00	420
18 VANCE'S SHOOTERS SUP	042325	1238462-IN	20251798	10,576.31	438
10206 THE JULIA PAIGE FAMI	042325	0425-80A	20253004	10,788.00	420
4569 WEX INC.	042325	104181526	20250322	12,776.77	438
318 INTERIM HEALTHCARE O	042325	3/2025	20252977	12,882.00	420
5771 DELAWARE COUNTY JUVE	042325	2025Q2-CASA-edkMW	20247011	21,805.19	426
8386 JENKINS, MARK	042325	4046	20252976	23,592.00	420
557 SHELLY MATERIALS INC	042325	2754811	20253019	25,429.09	422


Administrator

4.23.25
4/23/2025

C.J. 2025
25-052A
Date 4/23/2025

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

ADMINISTRATOR ACTION NO. 25-054A:**Transfer of Appropriations and/or Funds**

County Administrator William Narducci approved the following transfers of appropriations and/or funds:

JOURNAL	LINE	ENTRY DATE	JNL SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AMOUNT
807	1	04/22/2025	Transfer	04/22/2025	Pending approval	Danielle	15941000	540100		Computers, Scanners, Printers	04/22/2025	I	6,000


Administrator
4-23-25
04/23/2025

C.J. 2025
25-054A
Date 4/23/2025

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

TRANSFER FORM

_____ Wednesday (Due to the Auditor by noon Monday)

Department: Union County Clerk of Courts Office Date: April 15, 2025**RESOLUTION RE: TRANSFER OF FUNDS**A motion was made by _____ and seconded by _____
to approve the following transfer (s):

From:	<u>Clerk of Courts</u>	<u>04100000</u>	<u>Contract Services</u>	Exp	<u>530100</u>	
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	<u>Sheriff's Rotary</u>	<u>20943808</u>	<u>Webcheck / Fees</u>	Rev	<u>420104</u>	
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	<u>13.00</u>			

From:	<u>Clerk of Courts</u>	<u>04100000</u>	<u>Contract Services</u>	Exp	<u>530100</u>	
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	<u>Sheriff's Rotary</u>	<u>20943808</u>	<u>Webcheck / BCI Fees</u>	Rev	<u>420111</u>	
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	<u>22.00</u>			

From:	_____	_____	_____	Exp	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	_____	_____	_____	Rev	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	_____			

From:	_____	_____	_____	Exp	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	_____	_____	_____	Rev	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	_____			

Reason for Request:

Invoice #2025MAR-12 for a Webcheck in March

1 @ \$35.00 Each = \$13.00 Sheriff's Fees; \$22.00 BCI Fees

Approved by Administrator WAN

Roll call vote resulted as follows:

cc: Auditor
Originator
Resolution FileSteve Robinson _____
Tom McCarthy _____
Dave Lawrence _____

C.J. _____, Page _____

Date: _____

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): DJS

revised 1/2/2025

Auditor's Office Approval MW 4/21/25

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

TRANSFER FORM

_____ Wednesday (Due to the Auditor by noon Monday)

Department: EngineerDate: 04/15/2025

RESOLUTION RE: TRANSFER OF FUNDS

A motion was made by _____ and seconded by _____
to approve the following transfer (s):

From: <u>Building Dept</u>	<u>65142208</u>	<u>Contract Services</u>	<u>Exp</u>	<u>530100</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
To: <u>M&G Fund</u>	<u>25042200</u>	<u>Office Reimbursement</u>	<u>Rev</u>	<u>480136</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	<u>280.79</u>			

480136

From: _____	_____	_____	<u>Exp</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
To: _____	_____	_____	<u>Rev</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	_____			

From: _____	_____	_____	<u>Exp</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
To: _____	_____	_____	<u>Rev</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	_____			

From: _____	_____	_____	<u>Exp</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
To: _____	_____	_____	<u>Rev</u>	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	_____			

Reason for Request:

Mechanic services work 02/24/2025 - Invoice #722 for \$280.79

Approved by Administrator W AN

Roll call vote resulted as follows:

cc: Auditor
Originator
Resolution FileSteve Robinson _____
Tom McCarthy _____
Dave Lawrence _____

C.J. _____, Page _____

Date: _____

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): MA

revised 1/2/2025

Auditor's Office Approval

MW 4/15/25

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

TRANSFER FORM

____ Wednesday (Due to the Auditor by noon Monday)

Department: Union County Board of Elections Date: April 15, 2025**RESOLUTION RE: TRANSFER OF FUNDS**A motion was made by _____ and seconded by _____
to approve the following transfer (s):

From: <u>Board of Elections</u>	<u>04080000</u>	<u>Contract Serv</u>	Exp	<u>530100</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
To: <u>Sheriff's Rotary</u>	<u>20943808</u>	<u>Webcheck / Fees</u>	Rev	<u>420104</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	<u>26.00</u>			

From: <u>Board of Elections</u>	<u>04080000</u>	<u>Contract Serv</u>	Exp	<u>530100</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
To: <u>Sheriff's Rotary</u>	<u>20943808</u>	<u>Webcheck / BCI Fees</u>	Rev	<u>420111</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	<u>44.00</u>			

From: _____	_____	_____	Exp	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
To: _____	_____	_____	Rev	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	_____			

From: _____	_____	_____	Exp	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
To: _____	_____	_____	Rev	_____	_____
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	_____			

Reason for Request:
Invoice #2025MAR-11 for Webchecks in March
2 @ \$35.00 Each = \$26.00 Sheriff's Fees; \$44.00 BCI Fees

Approved by Administrator LW

Roll call vote resulted as follows:

cc: Auditor
Originator
Resolution FileSteve Robinson _____
Tom McCarthy _____
Dave Lawrence _____

C.J. _____, Page _____

Date: _____

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): _____

revised 1/2/2025

Auditor's Office Approval MW 4/15/25

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

Received the following Certificate from the County Auditor this date:

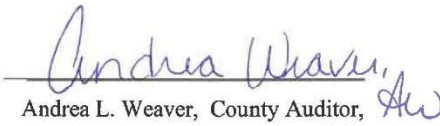
**Certificate of County Auditor That the Total appropriations from Each Fund
Do Not Exceed the Official Estimate of Resources**
Rev. Code, Sec 5705.39

County Auditor's Office, Union County, Ohio,

Marysville, Ohio, April 22, 2025

To Union County Commissioners

I, Andrea L. Weaver, County Auditor of Union County, Ohio, do hereby certify that the total appropriations from each fund taken together with all other outstanding appropriations, do ¹not exceed the ² April 8, 2025 amended estimate of resources for the fiscal year beginning January 1st, 2025, as determined by the Budget Commission of said County.


Andrea L. Weaver, County Auditor, *AW*
Union County, Ohio.

1. If such is not the case strike out the word not
2. Or insert "last amended."

Funds
159 – Clerk of Court

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

ADMINISTRATOR ACTION NO. 25-055A:**Approval of Capital Equipment Requests - Sheriff**

County Administrator William Narducci approved the following Capital Equipment Requisitions:

Requisition	Entry Date	Description	Amount	Status	Vendor Name	Department
25003176	04/16/2025	Dell Unity Storage Unit Upgrad	14,479.00	Released	THE DRALA PROJECT, INC.	438 Sheriff


Administrator

4-23-25
4/23/2025

C.J. 2025
25-055A
Date 4/23/2025

* * *

* County Administrator William Narducci provided the following updates:

- Last Wednesday he was part of the tri-county discussion on short term rentals. Logan and Champaign County were also part of the meeting. Logan County has over 340 short term rentals in the Indian Lake area. It is very hard to track short term rentals, but there are companies that track them using advertisements from VRBO, Airbnb, etc. They track the length of stay and occupancy rates.
- Ginger Yonak emailed the Commissioners last week about the Health Department and Board of DD's interest in joining the county's health benefits. Ms. Yonak has reached out to CEBCO to do a preliminary look into this, and if this would benefit or hinder the county in anyway.
- All Commissioners agreed, it did not hurt CEBCO to look into this and report back with any information.

* * *

*Assistant County Prosecutor Thayne Gray provided the following updates:

- He is going to review with Mr. Narducci to review the grant certifications and documents from the Airport and their t-hanger project. He thanked Commissioner McCarthy for his efforts in making sure those documents were turned in.

* * *

*Clerk to the Board of Commissioners Mallory Lehman provided the following updates:

- No report

* * *

*Commissioner David A. Lawrence provided the following updates:

- No report.

* * *

Commissioner Tom McCarthy provided the following updates:

- He attended the Council for Union County Families last week.

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

* * *

Commissioner Steve Robinson provided the following updates:

- Last Thursday, he took part in interviews for potential Memorial Hospital Board members. There have been two individuals selected for final interviews by the Board and Judge Fraser and Judge Rodger. These will be in regular session in the next couple of weeks. Everyone who interviewed did a very good job, and it was a hard decision.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

*Received the PY 2024 Residential Infrastructure Program State of Ohio Community Development Block Grant (CDBG) Program Grant Agreement

PY 2024 Residential Public Infrastructure Program

State of Ohio
Community Development Block Grant (CDBG) Program
Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor") and Union County Board of Commissioners (the "Grantee") for the period March 1, 2025 to April 30, 2027.

Background Information

- A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through Grantor.
- B. Grantor's agreement with HUD to receive and disburse said funds is Grant Number B-24-DC-39-0001 for the period beginning July 1, 2024, and ending Sept. 1, 2031.
- C. Grantor, through its Office of Community Development, has been designated and empowered to receive, administer, and disburse block grant funds for community and economic development activities to units of general local government in non-entitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.
- D. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

Statement of the Agreement

- 1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$750,000** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in **Attachment A: Scope of Work and Budget**, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in **Attachment B: Program Requirements**, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
- 2. **Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests, and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

PY 2024 Residential Public Infrastructure Program

3. **Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers, and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. All interest earned on the Grant Funds shall be remitted to the U.S. Department of Housing and Urban Development (HUD), as specified by Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment, or services unless the Grantee obtains satisfactory security from the vendor.
4. **Term.** The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period. Exceptions are outlined in **Policy Notice 20-01: Grant Operations and Financial Management Policy**.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.
6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with **Policy Notice 20-01: Grant Operations and Financial Management Policy**.
8. **Grantee Requirements.** Grantee shall comply with Grantor's Program Policy Notices, located online at <https://development.force.com/OCDTA/sl/>, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in **Attachment D: Grantee Assurances and Certifications** and **Attachment E: Local Government Certifications to the State**, which are attached hereto and made a part hereof.
9. **Records, Access, and Maintenance.** Pursuant to 24 CFR 570.490, Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

PY 2024 Residential Public Infrastructure Program

Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.
11. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in **2 CFR 200 Subpart F – Audit Requirements** within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.
12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.** Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the aforementioned classes. Grantee will incorporate the requirements of this paragraph in all its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
13. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the **Code of Federal Regulations (CFR) Title 29, Part 5** to the extent that such activity is subject to the **Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended)**, all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the **Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708.** Furthermore, Grantee shall require that all

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

PY 2024 Residential Public Infrastructure Program

contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of **Ohio Revised Code (ORC) Sections 4115.03 to 4115.16**, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

14. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall be responsible for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.
15. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
16. **Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the O.R.C., including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.
17. **Termination.**
 - a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - 1) Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - 2) Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - 3) Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - 4) Cancellation of the grant of funds from HUD.
 - b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

PY 2024 Residential Public Infrastructure Program

- c. Remedies for noncompliance; opportunity for hearing: Upon the exercise the corrective or remedial actions specified in 24 CFR 570.495, Grantee may be subject to the remedial actions enumerated under 24 CFR 570.496.
18. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
19. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
20. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of their functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, considering the personal interest disclosed, their participation in any such action would not be contrary to the public interest. This Agreement shall, in addition to those obligations enumerated above, be subject to the provisions of 24 CFR 570.489(h). Additional information found in **Policy Notice 15-07: Resolving a Potential Conflict of Interest**.
21. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents, and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
22. **Adherence to State and Federal Laws and Regulations.**
- a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project if Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

PY 2024 Residential Public Infrastructure Program

cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J)**, and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 23. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
- 24. **Falsification of Information.** The Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
- 25. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
- 26. **Debarment.** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as defined in **2 CFR Part 180 and 2 CFR 2424**.
- 27. **Miscellaneous.**
 - a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
 - b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably

UNION COUNTY COMMISSIONERS JOURNAL 2025

April 23, 2025

PY 2024 Residential Public Infrastructure Program

waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

- c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
 - 1) In the case of Grantor, to:

Ohio Department of Development
Office of Community Infrastructure
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief
 - 2) In the case of Grantee, to:

Union County Board of Commissioners
233 W 6th St Marysville, OH 43040
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement. Additional information found in **Policy Notice 20-01: Grant Operations and Financial Management Policy**.

UNION COUNTY COMMISSIONERS JOURNAL 2025
April 23, 2025

PY 2024 Residential Public Infrastructure Program

- g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor. Additional information can be found in **Policy Notice 15-01: Responsibility for Grant Administration**.
- j. **Permissible Expenses.** If "travel expenses," as defined in **Ohio Administrative Code Section 126-1-02 (the "Expense Rule")**, are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed, and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. **Binding Effect.** Each and all the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. **Counterparts: PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

[Signature Page to Follow]

UNION COUNTY COMMISSIONERS JOURNAL 2025
April 23, 2025

PY 2024 Residential Public Infrastructure Program

Signature

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee:
Union County Board of Commissioners

Grantor:
State of Ohio
Department of Development

Authorized Official:

By:

E-SIGNED by Steve Robinson
on 2025-04-23 09:19:09 EST

Printed Name:

Printed Name:

Steve Robinson

Title:

Title:

President

Date:

Date:

2025-04-23 09:19:09


The remainder of this page is left intentionally blank.

*A full copy of this document is on file at the Commissioners Office.

* * *

*Commissioner Steve Robinson adjourned the meeting at 10:00 a.m.


The preceding Minutes were read and approved May 7, 2025.

 Digitally signed by Steve Robinson
DN: cn=Steve Robinson,
o=Commissioners, ou=Commissioner,
email=mllehman@unioncountyohio.gov,
c=US
Date: 2025.05.07 10:21:47 -04'00'
Adobe Acrobat version: 2020.005.30763


Steve Robinson
Commissioner

UNION COUNTY COMMISSIONERS JOURNAL 2025


April 23, 2025

 Digitally signed by David A. Lawrence
DN: cn=David A. Lawrence,
o=Commissioners, ou=Commissioner,
email=mlehman@unioncountyohio.gov,
c=US
Date: 2025.05.07 10:22:49 -04'00'
Adobe Acrobat version: 2020.005.30763

David A. Lawrence
Commissioner

 Digitally signed
by Tom McCarthy
Date: 2025.05.07
10:26:07 -04'00'

Tom McCarthy
Commissioner

 Digitally signed by Mallory Lehman
DN: cn=Mallory Lehman,
o=Commissioners, ou=Assistant Clerk to
the Board,
email=mlehman@unioncountyohio.gov,
c=US
Date: 2025.05.07 10:28:55 -04'00'
Adobe Acrobat version: 2020.005.30763

Mallory Lehman, Clerk to the Board