UNION COUNTY COMMISSIONERS JOURNAL 2026
September 16, 2026

The Union County Commissioners met in regular session this 16th day of September 2026, with the following members present:

Tom McCarthy, President
Shaun Bailey, Commissioner
Bill Narducci, County Administrator
Janell Alexander, Budget Analyst
Mallory Lehman, Clerk to the Board

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*Commissioner McCarthy called the meeting to order at 8:32 a.m.

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*Thayne Gray, Assistant Prosecuting Attorney; Wade Branstiter, IT Director; Kathy Young, City Council Representative; Clifford Collins, resident; Mike Williamson, Marysville Journal Tribune; and Joe Case, Marysville Matters were in attendance.

Commissioner Steve Robinson was in remote attendance.

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RESOLUTION NO. 26-411:

Expedient Master Services Agreement (MSA) – Commissioners

The Board of County Commissioners hereby approves the Expedient Master Services Agreement (MSA).

EXPEDIENT MASTER SERVICES AGREEMENT (MSA)

Thank you for considering Expedient as your intelligent infrastructure and cloud services provider. We're excited about the opportunity to support your organization's goals and look forward to building a successful, long-term relationship together.

The attached MSA represents the foundation for our relationship and governs the full range of services Expedient provides, not just those which are specific to the proposed solution in your current proposal. We've structured our agreements this way to streamline future engagements, enabling us to respond quickly to your evolving needs without renegotiating terms each time you expand or shift services with us. We would urge whoever is reviewing the MSA to do so with this context in mind.

About Our Proposal and Pricing

The commercial details in your proposal, including the solution design, configurations and pricing, have been crafted to ensure alignment with our standard MSA terms. We have carefully balanced our service commitments, risk allocation and operational requirements to deliver exceptional value and service at highly competitive rates.

We recognize that every organization has unique requirements, and we welcome the opportunity to discuss how our MSA aligns with your business needs. However, if material modifications to our standard terms become necessary, we may need to revisit business terms to ensure they accurately reflect the revised risk profile and service commitments. Material changes to core terms may impact our operational model, and consequently, our pricing structure.

Moving Forward

Our goal is to make this process as straightforward and transparent as possible. If you have any questions about specific provisions or would like to discuss how our MSA supports your business objectives, we're here to help. We are committed to finding solutions that work for both organizations while maintaining the service quality and reliability you should expect from Expedient.

We appreciate the opportunity to earn your business and look forward to the next steps in what we hope will be a long and mutually beneficial relationship.

Master Services Agreement: #240009

expedient

CONTINENTAL BROADBAND, LLC
DBA EXPEDIENT ("EXPEDIENT")
810 PARISH STREET, PITTSBURGH PA 15220

Client Name: Union County Ohio	**Desired Install Date:**
Billing Address: 233 West Sixth Street Marysville, Ohio 43040	**Installation Address:** Expedient Columbus (CMH3) 281 East Powell Road Lewis Center, OH 43035
Primary Contact: Wade Branstiter **Primary Phone #:** 9376453054 **Secondary Phone #:** 9375370810 **Email Address:** wbranstiter@unioncountyohio.gov	**Secondary Contact:** Bill Narducci **Primary Phone #:** 937.645.3102 **Secondary Phone #:** 937.645.3012 **Email Address:**
Account Manager: Ryan Deal	**Account Number:**

Expedient sets forth in this Master Services Agreement ("Agreement") the straight-forward and comprehensive terms pursuant to which Expedient shall provide the Client with data center colocation / technology equipment hosting services ("Colocation Services"), managed information technology ("IT") services ("Managed Services") and/or Internet and network access services ("Internet Access Services").

Additionally, this Agreement facilitates the provision of additional technology solutions and services as may be requested by Client in the future; specifically, at any time the parties agree to additional solutions and services, or changes to existing services, they will execute a Work Order or Project Change Request that references this Agreement and defines such additional solutions or services and/ or changes to be provided without the need for a newly negotiated "Master" agreement. All services that at any time during the Term (defined herein) of this Agreement are provided by Expedient to Client hereunder, including, without limitation, Colocation Services, Managed Services, Internet Access Services and any such additional solutions or services, are referred to herein collectively as the "Services", and any work product or other deliverables provided to Client in connection therewith are referred to herein collectively as "Deliverables".

The Services provided under this Agreement are intended solely for Client's business use. Client shall not, without Expedient's prior written consent, resell, redistribute, sublicense, or rebill any Services to any third party. Client may not act as a service provider, reseller, distributor, or intermediary between Expedient and a client of Client with respect to the Services, nor may Client offer the Services as a separate component of any commercial offering to its own customers.

By signing below, Client and Expedient each acknowledge that they have read and understand this Agreement and, intending to be legally bound, agree to its terms and conditions.

Continental Broadband, LLC dba Expedient ("Expedient")	**Union County Ohio**
By: Signed by: Dennis Musolino 77CADAC7A0C3432...	**By:** Tom McCarthy
Name: Dennis Musolino	**Name:** Tom McCarthy
Title: Chief Revenue Officer	**Title:** Board President
Date: 9/24/2026	**Date:** September 23, 2026

Contract Presentation Date: September 21, 2026

Effective Date:
(Upon full execution of signatures unless otherwise stated)

1. Co-Location and/or Managed Services.

1.1 General. Subject to the terms and conditions of this Agreement, including the Exhibits hereto, Expedient shall deliver and maintain the services, hardware and software as set forth on Exhibit A and Exhibit B at Expedient's facility (the "Colocation Infrastructure") for the purpose of enabling certain employees of Client to use and/or operate the applicable Services, which may include the conduct of business for internal purposes or the transaction of business with external parties, such as agents, vendors and its own clients. If applicable, Expedient shall provide the communications channel set forth on Exhibit A and Exhibit B between the respective facilities of Expedient and Client (the "Communications Infrastructure") to facilitate Client's use of the applicable Services.

1.2 Hours of Availability. Subject to the Service Level Agreement attached hereto as Exhibit C (the "SLA"), Expedient shall make the Colocation Services, Managed Services and Communications Infrastructure available twenty-four (24) hours per day, three hundred sixty-five (365) days per year. Notwithstanding the foregoing, Expedient may schedule planned, routine maintenance which is not expected to impair Client's use of the Services in any way, for any or all such Services at any time. If there is even a slight risk of impairment to Client Services, Expedient shall first, take every commercially reasonable effort to conduct such maintenance outside of normal business hours, unless the nature of such work or the supporting expertise for such work requires a specific time for response, maintenance or remediation. Expedient may schedule other planned maintenance activities, which are not expected to impair Client's use of Services, but may introduce some level of risk to Services, by temporary removal or reduction of one or several redundant components of the Services, such that Client's access to the Services is temporarily single threaded ("low risk maintenance"). Expedient shall provide clients with at least one-week advance notice of any such scheduled low risk maintenance. If any Expedient planned maintenance activities require downtime or unavailability for any or all such Services, Expedient shall provide Client with at least sixty (60) days advance notice of such downtime/unavailability, along with a full report on the purpose of such maintenance and an estimated length of the downtime event. Within ten (10) days of receipt of notice from Expedient of a non-routine, Service-impacting maintenance event, Client may request a delay of such non-routine maintenance, and the Parties will work together, in good faith, to reschedule the non-routine maintenance event within thirty (30) days of the originally scheduled date of such non-routine maintenance. In case of an emergency or other non-routine maintenance event (emergency maintenance) which is required in order to remediate material risk to Expedient Services to Client or other clients, or a risk to human safety, Expedient reserves the right to suspend Client's physical access to the Colocation Services and/or Managed Services for purposes of conducting such emergency maintenance work at any time, as deemed appropriate by Expedient in its sole, but reasonable, discretion, without prior notice to Client, but will notify Client of such suspended access as soon as possible thereafter and use its best efforts to immediately restore access to the Services as soon as practically feasible, following completion of the emergency maintenance. Client may communicate all Service inquiries, requests or concerns directly to the Expedient Operations Support Center, a summary of which is attached hereto as Exhibit D (Operations Support Center Overview).

1.3 Client's Obligations.

1.3.1 Client-Supplied Equipment. Unless otherwise negotiated and documented herein, Client shall be responsible for obtaining and maintaining all equipment, hardware and software that is required to be provided by Client (including both Client's own equipment, hardware and software and any equipment, hardware and software obtained by Client from a third-party) ("Client-Supplied Equipment") in connection with the operation of the Services and / or Client's use thereof. Furthermore, Client (and not Expedient) shall be solely responsible for procuring and maintaining active insurance coverage for all such Client-Supplied Equipment in such types and amounts as Client shall determine in its sole discretion.

For Colocation clients only, Client shall be solely responsible for removing Client-Supplied Equipment at the end of the Term (as defined below). Upon termination, Expedient has the right, but not the obligation, to turn off the power supply to any Client-Supplied Equipment that remains within an Expedient data center. Ninety (90) days following termination, any Client-Supplied Equipment that remains within an Expedient data center shall be removed by Expedient and the cost associated with such removal shall be invoiced to Client on a time and materials basis.

Finally, for Expedient Edge clients only, Expedient, with Client's reasonable cooperation which may include, but is not limited to assisting with packing and shipping, shall have sixty (60) days from the end of the Term of this Agreement to request assistance with the recovery of any Expedient owned hardware located at Client facilities. In addition, Expedient may require scheduled or emergency access to address performance and maintenance issues.

1.3.2 Cooperation. Client shall cooperate with Expedient in connection with the performance of this Agreement by making available such personnel and information as may be reasonably requested by Expedient, and Client shall take such other actions as Expedient may reasonably request from time to time in connection with its performance of the Services hereunder, including, but not limited to, providing Expedient with reasonable advance notice when scheduling installation and delivery of Services and / or Client-Supplied Equipment, maintenance work and any other events where Client may require assistance from Expedient personnel. Client shall also cooperate with Expedient in accordance with Expedient's Security and Control Policies and

Procedures (defined in Section 6.4 below) so that only authorized employees and designated agents of Client have access to the facilities, equipment and software systems that are used in connection with Expedient's performance of or otherwise related to the Services.

Notwithstanding the SLA, which governs Service Interruptions, following Client acceptance of a Service or Deliverable, which shall not be unreasonably delayed or withheld, Client's right to amend such Service or Deliverable without additional cost shall be subject to Expedient approval, which shall not be unreasonably withheld.

1.3.3 Primary and Secondary Contact. Client shall designate a primary contact and a secondary contact that will be responsible for all technical matters relating to this Agreement, and Client shall provide Expedient with emergency contact information for both contacts (such emergency contact information shall consist of email address, cell phone number and the like and may be used by Expedient to contact such Client designees for all appropriate purposes). Client may change the individuals designated as primary and secondary contacts at any time by providing written notice to Expedient in accordance with section 12.8 below.

2. Internet Access Services.

2.1 General. Subject to the terms and conditions of this Agreement, if Expedient provides Client with Internet Access Services directly or indirectly by way of any connection to the Communications Infrastructure such Internet Access Services shall be used by Client at all times in accordance with Expedient's Terms and Conditions for Use of Service ("TCUS") as published on the Expedient web site located at http://www.expedient.com (the "Expedient Web Site"). The TCUS are hereby specifically incorporated into this Agreement by this reference as if fully set forth herein. Client acknowledges that Expedient may change the TCUS from time to time at Expedient's sole discretion and without any notice by posting modified TCUS on the Expedient Web Site; provided, if any such change to the TCUS is of a material nature or would in any way impair or require a material modification of Client's intended use of the Services, such change shall not be binding upon Client unless agreed to in writing. Notwithstanding anything herein to the contrary, in the event of a conflict between the terms and conditions contained in this Agreement and the TCUS, the terms and conditions in this Agreement shall control.

2.2 Limitations. Client shall not knowingly or intentionally upload, post, transmit, distribute or otherwise publish, through use of the Internet Access Services, any material or information that: (i) infringes or misappropriates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any person or entity, (ii) violates any law, statute, ordinance, or regulation (iii) is threatening, defamatory, libelous, harassing or profane, (iv) contains a virus, Trojan horse, worm or other malicious code or system component that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information, or (v) includes unsolicited bulk e-mails, advertisements or solicitations. Expedient may restrict or limit Client's Internet Access Services hereunder if Expedient determines, in its sole discretion, that Client has engaged in, is planning to engage in, or is threatening to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in Expedient's reasonable opinion, poses any risk of any kind or nature to Expedient's network, business or other clients. As promptly as practicable after becoming aware of Client's engagement in any such prohibited conduct, Expedient will use reasonable best efforts to immediately notify Client of the required restriction or limitation to Client's Internet Access and will promptly restore Client's access after Expedient has obtained reasonable written assurance that such conduct has been permanently discontinued. In addition to and not in limitation of the foregoing rights and remedies, Expedient reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Client in connection with its use of the Services that Expedient determines, in its sole, reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to Expedient's network, business or other clients.

2.3 Internet Content. Client may access third-party web sites and other content or information on the Internet ("Content") through use of the Internet Access Services. Client acknowledges that the Content has not been reviewed by Expedient and is supplied and maintained by third parties over which Expedient exercises no control. Accordingly, Expedient expressly disclaims any responsibility for any Content, the accuracy of the information therein, and/or the quality of products or services provided by or advertised therein or otherwise on the Internet. Client agrees that Expedient has the right, but not the obligation (unless Client subscribes to monitoring Services), to monitor Client's access to the Internet and to disclose any information as may be necessary to satisfy any law, regulation or other governmental request, and to protect itself and/or its other clients; provided, however, that except where prohibited by the inquiring party or by applicable law or regulation, Expedient shall provide Client with prior notice of any such required disclosure of Client-related information.

3. Changed or New Services/Deliverables.

In the event that Client desires to change the scope of Services or Deliverables originally or at any time thereafter set forth in this Agreement ("Changed Services/Deliverables"), or Client desires Expedient to provide Client with services ("New Services") and/or deliverables ("New Deliverables") in addition to those originally contemplated hereunder, Client shall request that Expedient prepare a proposed project change request in the form attached hereto as Exhibit B ("Project Change Request") or proposed work order ("Work Order") in respect of such Changed Services/Deliverables, New Services or New Deliverables. Each such proposed Project Change Request or Work Order shall include a detailed description of the applicable Changed Services/Deliverables, New Services and/or New Deliverables to be provided to Client by Expedient, a list of any Client tasks and responsibilities in respect

thereof, any special terms and conditions applicable thereto and the fees / costs and schedule for performance of the Changed Services/Deliverables, New Services and/or New Deliverables to be provided, and all such proposed Project Change Requests and Work Orders shall thereafter be subject to discussion by the parties. Any estimates of fees / costs and / or performance-schedule included in a Project Change Request or Work Order shall not be binding on Expedient, and no Project Change Request or Work Order shall be binding on either party unless and until executed and delivered by both parties. Each Project Change Request and Work Order shall be subject to the terms of this Agreement shall be effective as of the effective date set forth therein and, unless otherwise expressly specified therein, shall run coterminous with this Agreement. If any of the terms of a Project Change Request or Work Order conflict with the terms of this Agreement, the terms of the Project Change Request or Work Order shall control; provided, however, that unless expressly set forth therein, the terms of any particular Project Change Request or Work Order shall not relieve Client of any payment obligations set forth in this Agreement or any other Project Change Request or Work Order.

4. Additional Service Terms.

4.1 Third-party Components. Client acknowledges that in order to provide certain Services and Deliverables hereunder, Expedient may be required to purchase access to third-party telecommunications, energy/utility transportation and/or managed service facilities ("Third-party Facilities") and/or purchase/license and provide Client with access to certain software applications and services provided by third parties ("Third-party Software") (Third-party Facilities and Third-party Software provided or otherwise made available by Expedient to Client hereunder are sometimes referred to collectively as "Third-party Components"). Client further acknowledges that availability of these Third-party Components is based solely on the best information available to Expedient as of the Contract Presentation Date, including third-party representations and government regulations, and is subject to change during the Term of this Agreement with little or no advance notice. If (i) any necessary Third-party Components are determined by Expedient, in its sole discretion to be unavailable as a result of changes to any third-party availability, governmental regulations or any other condition or circumstance outside of Expedient's control, (ii) Client's desired solution utilizing Third-party Components cannot be delivered in a manner that meets Expedient's standards for reliability, functionality, availability and security of Expedient's other product offerings, or (iii) in utilizing Client's desired solution of Third-party Components, meeting Client's expectation for functionality and performance would require expenditures and/or a commitment of resources beyond the scope contemplated by Expedient upon original presentation of the Services, then, in each such case: (a) Expedient shall not be in breach hereof or otherwise liable for any failure or inability to provide Services or Deliverables hereunder as a result of such unavailability of any Third-party Components, and (b) Expedient may in its sole discretion modify, change or replace the applicable Third-party Components originally contemplated in order to fulfill its obligations under this Agreement and otherwise attempt to mitigate the impact of such unavailability of Third-party Components, provided, if any such modification, change or replacement of the original Third-party Components includes a material price increase with respect to the applicable Services enabled by such Third-party Components or results in a material impairment of Client's ability to utilize such Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Client may cancel the affected Services by providing written notice to Expedient within thirty (30) days after Client's receipt of notification of such material price increase or discovery of such impairment.

4.2 Form of Deliverables. If any software is part of a Deliverable hereunder it shall be delivered in object code form only, unless otherwise expressly specified in this Agreement or the applicable Project Change Request or Work Order. Client agrees that any source code applicable to a Deliverable is the Confidential Information (defined below) of Expedient or Expedient's provider of the applicable Third-party Component under section 4.1. Unless Expedient is required to and does deliver source code to Client hereunder, Client shall not decompile, disassemble, reverse engineer or otherwise manipulate a Deliverable in any manner so as to derive (or attempt to derive) the source code for such Deliverable.

4.3 License. Expedient hereby grants to Client a limited non-transferable, non-sublicensable, non-exclusive license to use, during the Term of this Agreement or the applicable Project Change Request or Work Order, the Deliverables delivered by Expedient solely for Client's internal business purposes, which may include serving its own clients and / or related parties, as set forth in this Agreement or the applicable Project Change Request or Work Order. Except as may otherwise be expressly set forth in this Agreement or a Project Change Request or Work Order and except for any Confidential Information of Client contained therein, Expedient retains all Intellectual Property Rights in any Deliverable delivered to Client, and in any and all derivative works thereof. As used in this Agreement, "Intellectual Property Rights" shall mean all rights with respect to inventions (whether or not patentable), trade secrets, patents, copyrights, trademarks, service marks, trade dress, know how, as well as moral rights and similar rights of any type, under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to any of the foregoing.

4.4 Change in Client Equipment Location. Changes related to the location of the equipment used to provide Client's Services may be made by Expedient at any time upon ninety (90) days' prior written notice at Expedient's expense, if the change in location is within the same Expedient data center. Changes to the location of equipment that would result in Expedient relocating Client's equipment to another data center require Client's prior written consent. Expedient and Client will coordinate in good faith to minimize any potential disruption to the affected Services that results from any move.

5. Payment.

5.1 Initiation Fee. In consideration of Expedient establishing the applicable Services, Expedient shall invoice Client for the one-time fee ("Initiation Fee") for the Original Services (defined in Section 8.1 below), if any, as set forth on Exhibit A within ten (10) days after the Effective Date, and unless otherwise specified herein Client shall pay such Initiation Fee in full within thirty (30) days after the date of such invoice.

5.2 Monthly Service Fees. In consideration of Expedient providing / maintaining the applicable Services, Client shall pay Expedient the monthly service fees set forth on Exhibit A ("Monthly Service Fees"), as such Monthly Service Fee may be modified from time to time by mutually agreed upon and executed Project Change Requests and/or Work Orders. The first Monthly Service Fee for each Service hereunder will be invoiced on the first to occur of (a) the day Client is provided Access to such Service, or (b) the ninetieth (90th) day after the Effective Date, if on such ninetieth (90th) day there have not been any installation or other delays by Expedient or its third-party providers and the applicable Service is otherwise available for use by Client (the first of (a) or (b) for a Service is its "Service Activation") (the parties acknowledge that different Services contemplated under this Agreement may have different Service Activations). Following the Service Activation for a given Service, subsequent Monthly Service Fees for such Service will thereafter be invoiced on a monthly basis in advance for so long as this Agreement remains in effect.

For the purposes of this Agreement, "Access" shall mean that the Service(s) has/have been delivered in accordance with the terms of this Agreement (including Exhibit A).

Expedient's issuance of an invoice or several invoices related to a specific Service or Services shall not necessarily serve to mark the start of the Term of this Agreement as defined in Section 8.1. As clearly set forth in Section 8.1, the Term of this Agreement begins upon the completion of delivery of all Original Services (i.e., all the services described in Exhibit A hereto).

5.3 New Service Fees. In consideration of any Changed Services/Deliverables, New Services and/or New Deliverables provided pursuant to a mutually agreed upon and executed Project Change Request or Work Order, Client shall pay to Expedient the fees set forth in such Project Change Request or Work Order, as applicable. Unless otherwise specified in a Project Change Request or Work Order, fees for Changed Services/Deliverables, New Services and New Deliverables described in such Project Change Request or Work Order will be added to Client's account and will be reflected on the next regularly scheduled invoice after the delivery date thereof and on each subsequent regular invoice thereafter for so long as this Agreement remains in effect.

5.4 Late Payments. Except for any Initiation Fee invoiced under section 5.1 above, all invoices for fees hereunder shall be payable (and paid) by Client within fifteen (15) calendar days after the invoice date, without any right of set-off or deduction. Any amount that is not paid within thirty (30) calendar days after the invoice date shall be considered "Late". If Client payment is Late more than two (2) times in any twelve (12) month period during the Term of this Agreement, Expedient reserves the right to apply interest to Client's unpaid balance at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less. If payment in full of all amounts at any time owed to Expedient hereunder is not made within ten (10) business days after Client's receipt of written notice that payment is late and suspension of Service is pending, then in addition to and not in limitation of any other available remedies, Expedient may restrict or suspend Client's access to all Services without any further notice or liability to Client.

Notwithstanding the foregoing, if Client reasonably disputes any fees or other charges set forth in an invoice, any such disputed invoice must be identified as such in writing by Client to Expedient within thirty (30) days of the applicable invoice, setting forth (in reasonable detail) the reasons for, and the amount of such dispute. The parties agree to work to resolve the disputed invoice within thirty (30) days of notice by Client, provided that after thirty (30) days, Client and Expedient agree to escalate the dispute to executive levels within each company.

Expedient will re-invoice Client for the amount owed. Client will pay the undisputed portion of such invoice in accordance with this Section, but Client may withhold payment of the amounts subject to the dispute until the dispute has been resolved. Client and Expedient will cooperate with one another, in good faith, to investigate and resolve any dispute, and Expedient shall provide such information as is reasonably requested by Client to audit or confirm charges.

5.5 Taxes.

5.5.1 Applicable Taxes.
Fees payable by Client under this Agreement are exclusive of all applicable taxes, including federal/national, state or provincial taxes and local use, sales, property and similar taxes, if any, payable in connection with or as a result of any Services or Deliverables provided by Expedient to Client hereunder, but excluding taxes based on Expedient's income (collectively, "Applicable Taxes"). While Expedient will make reasonable efforts to apply, bill and collect from Client all Applicable Taxes together with the fees payable by Client under this Section 5, and to remit such Applicable Taxes to the appropriate governmental taxing authority, in each case in accordance with the most recent guidance provided to Expedient by Expedient's tax advisors, Applicable Taxes on

Expedient Services and Deliverables vary among state and local taxing jurisdictions and at times are subject to the interpretations of individual representatives, agents, legal counsel and auditors of each specific taxing authority. Client is and shall remain liable for any Applicable Taxes payable and therefore Client agrees to pay (and shall pay) any and all Applicable Taxes to Expedient upon written request by Expedient, regardless of whether Expedient is required to or does collect such taxes from Client at the time of billing for the Services or Deliverables to which the Applicable Taxes relate, except that Expedient shall not seek to collect Applicable Taxes for any periods other than the periods for which the authorized taxing authority has issued a final assessment of taxes owed.

5.5.2 Tax Exempt Documentation.
If any transactions with Client are validly exempt from any such Applicable Tax, or from having Expedient collect any such Applicable Tax from Client, then (i) Expedient will accept any certificate or similar document provided for by state or other applicable law validly excusing/exempting Expedient from collecting such taxes, and (ii) Expedient will in turn refrain from collecting any such taxes that Expedient is excused/exempt from collecting.

5.5.3 Confirmation & Attestation of Direct Payment.
In certain tax jurisdictions, applicable law may allow Client to administer, report and remit Applicable Taxes directly to the taxing authority. In such cases, Client may submit to Expedient a legally valid and acceptable "Confirmation and Attestation of Direct Sales and Use Tax Form" with respect to any such Applicable Tax, in order to relieve Expedient from any obligation for collecting any such Applicable Taxes from Client. Expedient will accept any appropriate certificate or similar document provided for by state or other applicable law validly excusing Expedient from collecting such taxes and Expedient will in turn refrain from collecting any such Applicable Taxes.

5.5.4 Multiple Points of Use.
If Services or Deliverables provided to Client are subject to sales or use tax in multiple jurisdictions, Expedient shall have the right to require Client (A) to furnish Expedient a Multiple Points of Use Certificate, or similar document applicable in the jurisdiction(s) in question and (B) to administer, report and remit among those jurisdictions all Applicable Taxes payable.

5.6 Third-party Billing, Accounts Payable Service Providers and Cost of Credit Card Processing.
If Client chooses either immediately, or in the future, to require Expedient to process purchase orders, invoices, billing and/or collections through a third- party service provider, all fees and/or costs associated with the utilization of such third-party services, if any, will be Client's sole responsibility. If such third- party causes its fees to be remitted directly by Expedient or deducted from Expedient payment transactions as a result of this requirement, Expedient will provide Client a PCR for the amount of the fees incurred by Expedient and such fees will be added to Client's Monthly invoice for so long as this third-party processing requirement is in place.

If Client requires Expedient to use such third-party services and such use requires Expedient to accept terms and conditions (i.e., as a part of registration) that conflict with those set forth herein, Client acknowledges that in the event of a conflict between this Agreement and any online terms, this negotiated Agreement and any amendments hereto shall control unless an authorized amendment to this Agreement is issued that specifically prioritizes the online terms.

Finally, if Client elects to pay Expedient invoices by credit card, then the cost incurred by Expedient in processing such payment will be added to future invoices. Payment by check, ACH or through direct wire transfer will not result in such fees.

5.7 Variable Consumption Based Fees
Unless expressly stated to the contrary in Exhibit A hereto, Expedient shall have the right to apply a thirty percent (30%) premium on any non-fixed costs incurred due solely to Client's monthly consumption of variable resources in excess of contracted amounts, including, but not limited to bandwidth, power, third-party licenses, etc. Should Expedient exercise this right and Client elect not to execute such premium, then Expedient may set a fixed limit for such variable resources. For the avoidance of doubt, if Client's consumption remains at or below monthly contracted levels for any non-fixed resources (as set forth in Exhibit A or a subsequent PCR), Client will not see an additional charge. Charges will only occur if Client's consumption of variable resources exceeds contracted levels.

6. Confidentiality.

6.1 Definition. "Confidential Information" shall mean confidential or other proprietary information that is disclosed in writing by one party (the "Disclosing Party") or its Representatives (as defined below) to the other party (the "Receiving Party") or its Representatives under this Agreement, including, without limitation, designs, drawings, models, prototypes, software designs and code, bit-map files, product specifications and documentation, business and product plans, and other business information. Confidential Information shall not include information which: (i) is or becomes publicly-available without any action by, or involvement of, the Receiving Party; (ii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; (iii) is already known to the Receiving Party at the time of disclosure under this

Agreement; (iv) is disclosed to the Receiving Party by a third-party without any obligation of confidentiality; or (v) is disclosed pursuant to any judicial or governmental order, provided that, to the extent permitted, the Receiving Party gives the Disclosing Party sufficient prior notice to contest such order. For the purposes of this Agreement, "Representatives" shall mean either Party's legal or financial advisors, accountants, consultants, any party tasked with negotiating this Agreement on behalf of Client or other similarly situated advisors who are party to a non-disclosure agreement with the Party that they represent.

If either Party believes that any Confidential Information, in whole or in part, is subject to production in response to a request made under Ohio Public Records laws or regulations, a discovery request or subpoena, or any other court order or legal process, that Party agrees to notify the other Party of such a request at least three (3) business days before producing any such record. The receiving Party may, at its sole cost and expense but with the disclosing Party's reasonable cooperation, choose to object to any such production of such records and to pursue any and all remedies available to it, whether in law or in equity, to protect its Intellectual Property interests in the records. Without regard to any other provision of this Agreement, Expedient agrees to indemnify and hold Client harmless from any and all liabilities, claims, damages, awards, costs, and/or expenses, including attorney's fees, whether its own or those of the party requesting the records if awarded by a court or included in any settlement of a dispute over records production Expedient has opposed under this provision.

6.2 Protection of Confidential Information. Neither party shall transfer or otherwise disclose to any third-party the Confidential Information of the other party. Each party shall (i) give access to Confidential Information of the other party solely to those of its employees with a need to have access thereto for purposes of this Agreement, and (ii) take the same security precautions to protect against disclosure or unauthorized use of such other party's Confidential Information that the party takes with its own confidential information, but in no event shall a party apply less than a reasonable standard of care to prevent such disclosure or unauthorized use.

6.3 Confidential Information Not Related to the Performance of this Agreement. Client acknowledges that (i) Expedient does not wish to receive any Confidential Information from Client except Confidential Information that is necessary for Expedient to perform the Services and provide the Deliverables under this Agreement, and (ii) unless the Parties specifically agree otherwise, Expedient may reasonably presume that any information received from Client that is not necessary for Expedient to perform the Services and provide the Deliverables hereunder does not and shall not constitute Confidential Information of Client.

6.4 Control Policies, Procedures, Security and Availability. Annually, and for each subsequent twelve-month period thereafter during the Term of this Agreement, Expedient has completed or shall complete, as applicable, an independent audit of internal control policies, procedures, security and availability, conducted by an American Institute of Certified Public Accountants (AICPA) accredited third-party firm, and Client acknowledges and agrees that the resulting Confidential SSAE18 Type II and SOC2 Type II reports have been and will be, as applicable, made available to Client. During the Term of this Agreement, Expedient shall use all commercially reasonable efforts to maintain in effect all of the material controls, policies, procedures, security and availability standards (collectively referred to herein as "Security and Control Policies and Procedures") described and tested in accordance with the AICPA requirements and criteria for SSAE18 SOC1 Type II and SOC2 Type II or any relevant successor industry audits, reports or standards relating to control policies, procedures, security and availability. Without limiting the foregoing, upon Client's written request, Expedient shall provide to Client a watermarked copy of Expedient's then most currently audited version of the aforementioned reports (which, for the avoidance of doubt, shall constitute Confidential Information, defined above, of Expedient).

Specifically in reference to the reports and audits of Expedient's Security and Control Policies and Procedures, Client acknowledges that remedies at law may be inadequate to protect against a breach or threatened breach of the confidentiality of this Confidential Information, and hereby agrees in advance to the granting of injunctive relief in Expedient's favor without proof of actual damages, and without any requirement for any bond or surety, in the event of any such breach or threatened breach of the confidentiality of the reports and audits of Expedient's Security and Control Policies and Procedures by Client and/or its Representatives. Such remedy shall not be deemed to be the exclusive remedy for breach or threatened breach of the confidentiality of Confidential Information by Client or its Representatives but shall be in addition to all other remedies available to Expedient at law or in equity.

To the extent Expedient fails to maintain substantial compliance with a material control policy, procedure, security or availability criteria included in its Security and Control Policies and Procedures and fails to remediate such non-compliance within thirty (30) days after receipt of notice of non-compliance from Client or any applicable accrediting agency, Client shall have the right to terminate this Agreement by providing written notice to Expedient within the twenty-day period immediately following the expiration of the aforementioned thirty-day remediation period; if Client timely exercises such termination right, then this Agreement shall thereupon terminate with no further cost, charge, fee or penalty, other than fees for Services actually provided by Expedient prior to the effective date of such termination.

At all times this Agreement is in effect, Expedient must comply with Ohio's Criminal Justice Information Services standards, as amended from time to time. Expedient, on request, agrees to provide to Client documentation that meets Ohio's CJIS Systems standards or another standard that satisfies the CJIS security requirements annually during the Term of this Agreement.

7. Reservation of Rights, Artificial Intelligence Services Ownership of Information; Disclaimers; Artificial Intelligence Fair Use Policy.

7.1 Reservation of Rights. Except as expressly set forth herein, Expedient reserves all right, title and interest in, to and under, and grants no rights whatsoever with respect to the Colocation Services, Managed Services, Internet Access Services, Communications Infrastructure, Deliverables, Changed Services/Deliverables, New Services, New Deliverables or other property of Expedient or its suppliers, or any Intellectual Property Rights therein.

7.2 Artificial Intelligence Services Ownership of Information; Disclaimers. Client shall remain the owner of any Confidential Information or proprietary information submitted via Expedient-provided or Expedient-facilitated Artificial Intelligence services, either as a standalone, paid service or a bundled service provided by Expedient during a defined trial period (collectively, "AI Services"). Any information that Client provides through its use of the AI Services (including, Confidential Information, Personal Information, proprietary information, etc.) is done at Client's sole discretion and exclusive risk; it is Client's exclusive responsibility to verify or validate the accuracy of any such content.

7.3 Artificial Intelligence Fair Use Policy. Client's use of AI Services – whether purchased pursuant to Expedient's Per Seat (unlimited) or Credit (consumption) models – shall be governed by Expedient's AI CTRL Fair Use Policy available at https://expedient.com/ai-ctrl-user-policy.

8. Term and Termination.

8.1 Term. This Agreement shall commence on the Effective Date and continue for a period of sixty (60) months (the "Initial Term") from the Final Service Activation Date. (For purposes hereof, (a) the "Final Service Activation Date" is the date of the last Service Activation (as defined in Section 5.2 above) for Original Services to be provided hereunder; and (b) the "Original Services" are the Services reflected in Exhibit A as of the Effective Date, as such Exhibit may thereafter be amended at any time prior to the Service Activation for all such Services). Thereafter, this Agreement shall automatically renew for successive twelve (12) month periods (each a "Renewal Term"), unless either party gives the other party written notice of its intention not to renew this Agreement not less than ninety (90) days prior to expiration of the Initial Term or then current Renewal Term, as applicable provided that, no Service Term shall extend beyond the term of the underlying lease in the applicable Facility (unless the parties agree to relocate the Service to another of our operated Facilities). The Initial Term, together with any Renewal Term, constitutes the "Term" of this Agreement. For the avoidance of doubt, the Term of this Agreement does not begin upon its execution nor upon delivery of one or substantially all the Original Services (unless separately agreed to by Client), but rather upon completion of Delivery of all the Services ordered as Original Services in accordance with Exhibit A. Absent written agreement from Expedient, Client's choice not to utilize the Services, once available, shall not serve to delay the Initial Term.

With respect to Colocation Services only, Expedient reserves the right to increase the rates and fees associated with such services by as much as five percent (5%), once during any twelve (12) month period commencing after the first year of service, with not less than sixty (60) days prior written notice.

With respect to all other Services, Expedient reserves the right to increase the rates and fees associated with such services by as much as three percent (3%), once during any twelve (12) month period commencing after the first year of service, with not less than sixty (60) days prior written notice.

8.2 Termination for Cause. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Term by giving thirty (30) days' prior written notice to the breaching party; provided, however, that this Agreement shall not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period.

8.3 Termination for Insolvency. If (i) insolvency, receivership or bankruptcy proceedings are instituted by or against a party, (ii) a party makes an assignment for the benefit of creditors or (iii) a party admits an inability to pay its debts as they come due, then in any such event the other party may in its sole discretion terminate this Agreement without notice.

8.4 Effect of Termination. Upon the expiration or sooner termination of this Agreement, all Services and Deliverables provided by Expedient and any and all license rights of Client under this Agreement shall automatically and immediately cease. In the event Client terminates this Agreement prior to the end of the Term in a manner not expressly permitted hereunder, all Monthly Service Fees and other amounts that would have otherwise been payable to Expedient hereunder during the remaining Term of this Agreement shall become immediately due and payable by Client. Articles 6, 7, 9, 10, 11 and 12 and this Section 8.4 shall survive any expiration or termination of this Agreement.

9. Warranty Disclaimer.
EXCEPT AS OTHERWISE PROVIDED FOR IN THE EXPEDIENT SLA (EXHIBIT C ATTACHED HERETO) AND FOR ANY UNEXPIRED PASS THROUGH THIRD-PARTY WARRANTIES, IF ANY, (i) THE COLOCATION SERVICES, COLOCATION

INFRASTRUCTURE, MANAGED SERVICES, COMMUNICATIONS INFRASTRUCTURE, INTERNET ACCESS SERVICES, DELIVERABLES, CHANGED SERVICES/DELIVERABLES, NEW SERVICES, NEW DELIVERABLES, THIRD-PARTY COMPONENTS AND ANY AND ALL OTHER SERVICES PROVIDED BY OR ON BEHALF OF EXPEDIENT HEREUNDER ARE PROVIDED "AS-IS", WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND (ii) EXPEDIENT HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability.

EXCEPT FOR LIABILITY IN RESPECT OF THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 BELOW OR RESULTING FROM OR ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST BUSINESS OR LOST SALES, AND DAMAGES DUE TO LOSS OR DISCLOSURE OF DATA OR OTHER INFORMATION) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROVISION OR USE OF ANY SERVICES OR DELIVERABLES HEREUNDER, THE DELAY OR INABILITY TO USE ANY SERVICES OR DELIVERABLES, OR OTHERWISE ARISING FROM THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (ii) THE TOTAL LIABILITY OF EACH PARTY FOR ANY CLAIM BY THE OTHER PARTY HEREUNDER, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID TO EXPEDIENT HEREUNDER IN THE THREE (3) MONTH PERIOD ENDING ON THE DATE THAT SUCH CLAIM OR DEMAND IS FIRST ASSERTED, PROVIDED, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE FOREGOING LIMITATION ON LIABILITY SHALL NOT APPLY TO ANY FEES OR OTHER AMOUNTS OWED BY CLIENT TO EXPEDIENT BUT NOT YET PAID. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING THE FOREGOING: (I) THE EXCLUSION FOR EXPEDIENT'S INDEMNIFICATION OBLIGATIONS STATED IN THE FIRST SENTENCE ABOVE SHALL NOT APPLY TO ANY CLAIMS RELATED TO THE PERFORMANCE OR LACK THEREOF OF SERVICES THAT ARE DIRECTLY RELATED TO, OR ENABLED BY SPECIFIC OPEN SOURCE SOFTWARE COMPONENTS ("OSS CLAIMS"), AND (II) EXPEDIENT'S MAXIMUM TOTAL LIABILITY FOR OSS CLAIMS, IF ANY, IN ALL CASES SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID TO EXPEDIENT SPECIFICALLY IN RESPECT OF THE APPLICABLE OPEN SOURCE SERVICES IN THE SIX (6) MONTH PERIOD ENDING ON THE DATE THAT SUCH OSS CLAIM IS FIRST ASSERTED.

FURTHER, WITH RESPECT TO AI SERVICES ONLY: (I) EXPEDIENT SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR UNINTENDED CONSEQUENCES OF CLIENT'S USE OF AI SERVICES; (II) EXPEDIENT SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENCES DIRECTLY RESULTING FROM CLIENT'S RELIANCE UPON AI-GENERATED CONTENT, (III) EXPEDIENT SHALL NOT BE RESPONSIBLE FOR CLIENT'S USE OF CONFIDENTIAL INFORMATION WITHIN THE AI SERVICES, INCLUDING, BUT NOT LIMITED TO ALL CONFIDENTIAL OR PERSONAL INFORMATION REGULATED BY ANY STATE, FEDERAL OR INTERNATION PRIVACY REGIME (E.G., THE CALIFORNIA CONSUMER PRIVACY ACT (OR CCPA); THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (OR HIPAA); OR THE EUROPEAN UNION'S, UNITED KINGDOM'S OR SWISS GENERAL DATA PROTECTION REGULATION (OR GDPR); AND (IV) EXPEDIENT'S MAXIMUM TOTAL LIABILITY FOR CLAIMS RELATED TO ANY CLAIMS RESULTING FROM CLIENT'S USE OF THE AI SERVICES, IF ANY, IN ALL CASES SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID TO EXPEDIENT SPECIFICALLY IN RESPECT OF THE APPLICABLE AI SERVICES IN THE SIX (6) MONTH PERIOD ENDING ON THE DATE THAT SUCH AI SERVICES CLAIM IS FIRST ASSERTED.

For the purposes of this Agreement, Open Source Software means any software or software component of the Services that meets the principal elements of the Open Source Initiative definition, including but not limited to: (i) freely available; (ii) program includes the source code; (iii) software allows modification and derived works or, if modification is not permitted, the license allows for the distribution of patch files; (iv) not placing restrictions on other software; and (v) being technology-neutral. Open Source Services are Expedient Services that utilize Open Source Software.

For the avoidance of doubt, unless explicitly identified as "An OSS" in Exhibit A hereto, no Open Source Services are included in the Original Services. Any future Services that require or could utilize Open Source Software would require explicit agreement between the parties to utilize such Open Source Software in the list of Services.

11. Indemnity.

11.1 Each party shall indemnify and hold harmless the other party and its affiliates, and its and their directors, officers, employees and agents, from and against any and all claims, demands, actions and proceedings asserted by any third-party, and all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including reasonable and documented legal fees and expenses) (collectively, "Losses") incurred in connection with such third-party claims, for personal injury (including death) or damage to real and/or tangible property arising out of or resulting from acts or omission to act under this Agreement of any employees, contractors or agents of the indemnifying party.

11.2 Expedient shall indemnify and hold harmless Client and its affiliates, and its and their directors, officers, employees and agents, from and against any and all claims, demands, actions and proceedings asserted by any third-party, and all Losses incurred in connection with such third-party claims, arising out of or resulting from (i) any breach by Expedient of this Agreement, and/or (ii) any claim that Expedient's performance of the Services or the exercise by Client of its rights granted under this Agreement in accordance with the terms hereof, infringes, misappropriates or violates the intellectual property rights of any third-party. Notwithstanding the preceding provisions, Expedient shall not indemnify Client for any items under clause (ii) above that occur with respect to or as a result of any Services specifically identified in any present or future Work Order or PCR as Open Source Services.

Expedient shall not indemnify Client for (a) any items under clause (ii) above that occur with respect to or as a result of any Services specifically identified in any present or future Work Order or PCR as AI Services; or (b) any claim that Expedient's performance or delivery of the AI Services (specifically identified in any present or future Work Order or PCR as such) or the exercise by Client of its rights granted under the Agreement in accordance with the terms thereof resulted in a third-party gaining unauthorized access to Confidential Information.

11.3
Client shall be solely responsible for its negligence, tortious acts or omissions in performing its activities hereunder and the negligence, tortious acts or omissions of its employees, officers, or directors, to the extent allowed by law. The Parties agree that this Section 11.3 is only a statement setting forth the limited responsibility of Client for its own acts of negligence, tortious acts or omissions, and is not and shall not be construed as any contractual or other obligation to defend, indemnify, or hold harmless Expedient or any third party.

11.4 The indemnified party shall promptly notify the indemnifying party in writing of any claims, demands, actions and proceedings related to the indemnifying party's obligations under this Section 11, provided, however that the indemnifying party's obligations hereunder shall not be affected by any delay or failure in providing such notice unless and then only to the extent the indemnifying party's defense or settlement of the applicable claim was materially prejudiced thereby. The indemnifying party shall have the right, at its sole expense, to defend with counsel reasonably acceptable to the indemnified party all such claims, demands, actions or proceedings and, so long as the indemnifying party is defending any such claim diligently and in good faith, the indemnifying party shall have full and complete authority for the defense thereof; provided, however, the indemnifying party shall have no authority to enter into any settlement or compromise on behalf of the indemnified party without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld or delayed. If the indemnifying party does not undertake the diligent, good faith defense of a claim, the indemnified party shall have the right to conduct the defense of such claim at its sole defense, provided, (i) nothing in the foregoing shall limit or be deemed to limit a party's right to dispute that a claim (and/or any Losses arising therefrom) relates to an indemnifiable matter hereunder, and (ii) if the indemnifying party has agreed that a claim relates to an indemnifiable matter hereunder, the indemnified party shall have no authority to enter into any settlement or compromise on behalf of the indemnifying party without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed. In all circumstances, the indemnified party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its sole expense, and shall cooperate with the indemnifying party in the defense of any claim maintained thereby.

12. General Provisions.

12.1 No Lease. This Agreement is an agreement for services and is not intended to and shall not constitute a lease of any real property.

12.2 Relationship of the Parties. The relationship established between the parties by this Agreement is that of independent contractors, and nothing contained herein shall or shall be construed to: (i) give either party the power to direct and/or control the day to day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow a party to create or assume any obligation on behalf of the other party for any purpose whatsoever, except as expressly contemplated by this Agreement.

12.3 Publicity and Relationship Reference. Each party may reference this Agreement and/or the relationship contemplated hereunder (including through public announcements, press releases, electronic/email publications and notices, and other collateral or marketing materials) for any legitimate commercial purpose, including vendor or Client referral; provided, however, that (i) neither party may disclose any specific terms or conditions of this Agreement or such relationship (including but not limited to financial terms), and (ii) each such reference to the other party and/or this Agreement/relationship shall be subject to the prior review and approval of such other party (not to be unreasonably withheld or delayed). Provided however, notwithstanding the foregoing, that Expedient may include Client's logo on its website and on a current client presentation slide.

12.4 Non-Solicitation. During the Term of this Agreement and the six (6) month period following any expiration or termination of this Agreement, each party (as a "soliciting party") agrees that it will not, without the written consent of the other party ("the non-soliciting party"), solicit for employment any employees of the non-soliciting party to whom such soliciting party was first introduced or with whom such soliciting party came into material contact, in each case, as a result of this Agreement; provided that the soliciting party shall not be restricted from (i) making any general solicitations for employment not targeted at employees of the non-soliciting party, (ii) making solicitations through an executive recruiting service not directed specifically toward one or more such employees of the non-soliciting party, (iii) engaging in discussions with or hiring employees who respond to such general solicitations, (iv) hiring any employee who first contacts the soliciting party without any solicitation in violation of this section, or (v) engaging in discussions with or hiring an employee who has been terminated by the non-soliciting party prior to commencement of employment discussions between the soliciting party and such employee.

12.5 Complete Understanding; Modification. This Agreement (including all Exhibits hereto and any Project Change Request or Work Order hereafter entered into hereunder) constitutes the complete and exclusive agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. No modification of or amendment to this Agreement shall be effective unless in writing signed by both parties hereto.

12.6 Severability. In the event that any provision in this Agreement shall be found by a governmental authority or court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be construed and enforced as if it had been narrowly drawn so as not to be invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

12.7 Assignment. Neither party shall assign this Agreement to any third-party without the prior written consent of the other party; provided, however, that Expedient may, without notice to or the consent of Client, grant a security interest in this Agreement to a lender pursuant to a lending arrangement and/or assign this Agreement to any entity that at that time controls, is controlled by or is under common control with Expedient. For purposes of this Agreement, "assignment" shall exclude: (i) the sale of all or substantially all of the assets of a party, (ii) a merger, consolidation or reorganization, or (iii) the sale or transfer of more than fifty (50%) of the voting stock (as measured by assuming all convertible securities converted into common stock) to an individual or entity or group of individuals or entities acting in concert that immediately prior to such sale or transfer did not own more than fifty percent (50%) of the then outstanding voting stock. Subject to the foregoing, the Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

12.8 Notices. Except where otherwise contemplated herein, all notices and other communications required to be provided hereunder shall be in writing and shall be deemed effective (i) upon receipt, when delivered by hand, (ii) three (3) business days after mailing when mailed by registered or certified mail (return receipt requested), postage prepaid, (iii) one(1) business day after deposit with a nationally-recognized overnight express mail service or (iv) upon "confirmed receipt" of facsimile, email or electronic correspondence through Expedient's Client service portal, in any such case to the parties at the addresses first listed above (or at such other address for a party as shall be specified by like notice).

Formal legal notices from Client to Expedient, as required by this Agreement, should also be sent to legal-notices@expedient.com.

12.9 Force Majeure. Neither party shall be in breach or default under this Agreement or otherwise liable for any failure to perform or delay in the performance of its obligations under this Agreement (other than its obligation to pay any monies owed hereunder) or for any losses hereunder resulting from a cause over which it does not have direct control or could not have been prevented or avoided by its exercise of reasonable due diligence, including, but not limited to, failure or unavailability of any third-party or external facilities, software or services, failure or unavailability of any electronic or mechanical equipment, failure or unavailability of any third-party or external communication lines, or telecommunications or telephone facilities or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, or governmental restrictions.

12.10 Waiver. No failure or delay on the part of any party in exercising any right hereunder, irrespective of the length of time for which such failure or delay shall continue, will operate as a waiver of, or impair, any such right. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any right hereunder will be effective unless given in a signed writing.

12.11 Governing Law; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, U.S.A., without regard to any provision that would make the laws of any other jurisdiction applicable. Each party irrevocably consents to the exclusive jurisdiction and venue of any state or federal court that is located in Ohio in connection with any dispute, claim or controversy arising out of or relating to this Agreement, and each party hereby waives any objections in the nature of jurisdiction or venue. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

12.13 Insurance. Expedient shall, at its own expense, obtain and maintain throughout the Term of this Agreement at least the following policies of insurance ("Required Insurance"):

12.13.1 Workers' Compensation and employers' liability insurance as prescribed by applicable law.

12.13.2 Commercial general liability insurance (bodily injury, product liability and property damage), the limits of which shall not be less than $1,000,000 per occurrence and $3,000,000 annual aggregate.

12.13.3 Automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than $1,000,000 per occurrence.

12.13.4 Errors and omissions insurance, the limits of which shall not be less than $5,000,000 per occurrence and $10,000,000 annual aggregate.

12.13.5 Professional liability insurance including Technology Errors and Omissions, Privacy and Cyber-Risk (Network Security) Liability insurance, covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering Services in connection with this Agreement, including acts, errors or omissions in rendering computer or information technology Services, data damage/destruction/corruption, failure to protect privacy, unauthorized access, unauthorized use, virus transmission and denial of service from network security failures, with a minimum limit of $5,000,000 per claim and annual aggregate; such Cyber-Risk (Network Security) Liability Insurance shall provide for breach notification costs.

All Required Insurance shall be carried with responsible insurance companies of recognized standing which are authorized to do business in the states in which the Services are rendered and are rated "A VIII" or better by A.M. Best. Upon written request from Customer one (1) time per calendar year, Expedient shall provide proof, by presenting a valid copy of the Certificate of Insurance from the carrier(s), that the Required Insurance is in place with at least the minimum coverage levels set forth above.

Expedient does not add individual clients as named insured parties to its insurance policies.

12.14 No Effect of Click-to-Accept Terms and Conditions. Notwithstanding anything to the contrary in this Agreement, any schedules hereto, or any subsequent PCRs, should any authorized user of Expedient be required to click to accept or made subject to any online terms and conditions in the course of providing the Services, such click-to-accept or online terms and conditions shall not bind and shall have no force or effect to Expedient or Expedient's authorized user's provision of Services, or to this Agreement, any schedules hereto, or any subsequent PCR.

Exhibit A

LIST OF ORIGINAL SERVICES AND PRICING

SKU	Type	Qty	Description	Unit	One Time Cost	Monthly Recurring Cost
			Columbus - DUB - 5700 Innovation Drive			
			Enterprise Cloud - Public Cloud			
2729	New	533	**Units of Enterprise Cloud - VMware Licensing - Per GB RAM(Monthly Consumption)** 533GB RAM minimum commitment for metered Enterprise Cloud usage, reservations not permitted. Burstable at $10.00/GB/Month.	4.92		2,622.36
2721	New	588	**Units of Enterprise Cloud (4:1 Processor Ratio) - Public** 588GB RAM, 147 vCPU Max, Windows and VMware licensing not included	3.50		2,058.00
2723	New	588	**Units of Enterprise Cloud (4:1 Processor Ratio) - Public - Installation and Configuration** Setup and Configuration of Enterprise Cloud - Public	0.00	0.00	
3819	New	26	**Enterprise Cloud Storage - Standard Flash - Per TB** Per TB of allocated storage for Expedient Enterprise Cloud	65.00		1,690.00
3821	New	26	**Enterprise Cloud Storage - Standard Flash - Per TB - Installation & Configuration** Per TB, Installation & Configuration	0.00	0.00	
			Security - Authentication			
3251	New	4	**Identity Management with 2FA** Per Named User	5.00		20.00
3253	New	4	**Identity Management with 2FA - Setup and Configuration** Per Named User. Setup and Configuration of User	5.00	20.00	
			Security - Firewall			
3095	New	1	**Multi-Cloud Firewall Cluster** Per Cluster. Multi-Cloud Firewall and Security Subscription	199.00		199.00
3097	New	1	**Multi-Cloud Firewall Cluster - Installation and Configuration** Per Cluster, Setup and Configuration of Multi-Cloud Firewall	0.00	0.00	
3099	New	1	**Multi-Cloud Firewall Cluster Management** Per Cluster, Firewall Management and Maintenance	199.00		199.00
3101	New	1	**Multi-Cloud Firewall Cluster Management - Installation and Configuration** Per Cluster, Installation and Configuration	0.00	0.00	
			Security - SSL VPN			
3287	New	3	**Secure User VPN Client Users - Concurrent Connections - Burstable** Per Concurrent User; Access to Dedicated Secure User VPN, Burstable up to 25 concurrent connections @ $5/additional concurrent connection	4.00		12.00
3289	New	3	**Secure User VPN Client Users - Installation** Per concurrent user, setup and configuration of secure user VPN	0.00	0.00	
			Operations - Migration			
1554	New	25	**Server Virtualization - Physical to Virtual Migration - vSphere** Per Server; P to V Migration	0.00	0.00	
			Software - Licensing			

SKU	Type	Qty	Description	Unit	One Time Cost	Monthly Recurring Cost
3705	New	1	**VMware Gateway Firewall Instance (Per Location)** VMware Gateway Firewall Instance (Per Location)	200.00		200.00
2589	New	22	**Microsoft Windows Server Licensing - Public** Microsoft SKU = 9GS-00495.2; Per virtual machine. Service Provider Licensing Agreement (SPLA) licensing for Microsoft Windows Server. Burstable at $99/VM/mo.	27.67		608.74
			Data Management - Data Protection			
2737	New	16	**TB of Cloud Data Protection** Per TB, Available Storage for Data Protection with Deduplication and Erasure Coding	70.00		1,120.00
2739	New	16	**TB of Cloud Data Protection - Installation and Configuration** Setup and Configuration of Disk Space	60.00	960.00	
			Data Management - Object Storage			
3115	New	11	**Cloud Object Storage** Per TB, Geographically Dispersed Object Storage Via S3 Protocol (Maximum 36 Million Objects Per TB)	60.00		660.00
			Colocation - Networking			
4075	New	8	**Public IP Address** Per IP Address	3.00		24.00
2306	New	2	**Switch Port - 10 Gbps Fiber** 10 Gbps Fiber Switch Port in Private or Public VLAN	23.00		46.00
447	New	1	**Switch Port - 1000baseT** 1000baseT Ethernet Switch Port in Private or Public VLAN	15.00		15.00
2310	New	2	**Switch Port - Installation and Configuration - 10 Gbps Fiber** 10 Gbps Fiber Switch Port (Installation)	0.00	0.00	
219	New	1	**Switch Port - Installation and Configuration - 1000baseT** 1000baseT Ethernet Switch Port (Installation)	150.00	150.00	
221	New	10	**Mbps Dedicated Internet Access to Colocation - Burstable** Sustained Internet Access burstable to 150Mbps ($10/Mbps)	4.50		45.00
			Colocation - Power and Space			
192	New	1	**2U Shared Cabinet Rack Space - 1.5AMP@208V A/B** 2U (2 Standard Outlets, 1.5AMP@208V A/B)	99.00		99.00
194	New	1	**2U Shared Cabinet Rack Space - Installation** Rack Facilities Installation	0.00	0.00	
			Milwaukee - 4777 W. Ironwood Dr.			
			Enterprise Cloud - Public Cloud			
2729	New	8	**Units of Enterprise Cloud - VMware Licensing - Per GB RAM(Monthly Consumption)** 8GB RAM minimum commitment for metered Enterprise Cloud usage, reservations not permitted. Burstable at $10.00/GB/Month.	4.92		39.36
2721	New	8	**Units of Enterprise Cloud (4:1 Processor Ratio) - Public** 8GB RAM, 2 vCPU Max, Windows and VMware licensing not included	3.50		28.00
2723	New	8	**Units of Enterprise Cloud (4:1 Processor Ratio) - Public - Installation and Configuration** Setup and Configuration of Enterprise Cloud - Public	0.00	0.00	
3819	New	1	**Enterprise Cloud Storage - Standard Flash - Per TB** Per TB of allocated storage for Expedient Enterprise Cloud	65.00		65.00

SKU	Type	Qty	Description	Unit	One Time Cost	Monthly Recurring Cost
3821	New	1	**Enterprise Cloud Storage - Standard Flash - Per TB - Installation & Configuration** Per TB, Installation & Configuration	0.00	0.00	
			Security - Firewall			
2377	New	1	**Hosted Dedicated Firewall Failover** Per Active/Passive Firewall Cluster. Enables replication of an active/passive firewall cluster from the primary to the secondary site.	458.00		458.00
1928	New	1	**Hosted Dedicated Firewall Failover - Setup and Configuration** Setup and configuration of firewall failover	0.00	0.00	
			Operations - OS Management			
89	New	1	**OS Installation and Configuration - Virtual Instance - Microsoft** Installation of Operating System Installation & Monitoring	49.00	49.00	
			Software - Licensing			
3705	New	1	**VMware Gateway Firewall Instance (Per Location)** VMware Gateway Firewall Instance (Per Location)	200.00		200.00
			Data Management - Data Protection			
3131	New	16	**TB of Cloud Data Protection - Clone** Per TB, Clone of Cloud Data Protection	60.00		960.00
3133	New	16	**TB of Cloud Data Protection - Clone - Installation and Configuration** Setup and Configuration of Disk Space	40.00	640.00	
2737	New	1	**TB of Cloud Data Protection** Per TB, Available Storage for Data Protection with Deduplication and Erasure Coding	70.00		70.00
2739	New	1	**TB of Cloud Data Protection - Installation and Configuration** Setup and Configuration of Disk Space	60.00	60.00	
			Colocation - Networking			
221	New	10	**Mbps Dedicated Internet Access to Colocation - Burstable** Sustained Internet Access burstable to 250Mbps ($6/Mbps)	4.50		45.00
			Disaster Recovery - DRaaS			
3345	New	544	**Push Button DR On Demand - Units Of On-Demand Enterprise Cloud (4:1 Processor Ratio) - Public** 544 GB RAM, Windows and VMware licensing not included, consumption billed at $1/GB/day	0.00		0.00
3347	New	544	**Push Button DR On Demand - Units Of On-Demand Enterprise Cloud (4:1 Ratio) - Public - Install/Config** Setup and Configuration of On-Demand Enterprise Cloud - Public	0.00	0.00	
3337	New	22,100	**Push Button DR On Demand - GB of Disk Space** 22100 GB of disk space for storage of replicated virtual machines	0.08		1,768.00
3339	New	22,100	**Push Button DR On Demand - GB of Disk Space - Install and Configuration** 22100 GB of disk space to be configured for virtual machine replication	0.00	0.00	
3317	New	14	**Push Button DR On Demand - Near Real Time RPO** Number of virtual machines to be replicated	40.00		560.00
3319	New	14	**Push Button DR On Demand - Near Real Time RPO - Install and Config** Number of virtual machines to be replicated	40.00	560.00	

SKU	Type	Qty	Description	Unit	One Time Cost	Monthly Recurring Cost
3315	New	544	**Push Button DR On Demand - VMware Licensing (4:1 Ratio) - Per GB RAM (Daily Consumption)** 544GB RAM consumed during a recovery in Push Button DR On Demand, reservations not permitted. Burstable at $3.50/GB/Day.	**0.00**	**0.00**	
				TOTAL	**$2,439.00**	**$13,811.46**

Exhibit A Summary of Fees*:

Initiation Fee (One-Time Fee): $2,439.00

Monthly Service Fees (Recurring Fees): $13,811.46

Exhibit A.1

LIST OF ORIGINAL SERVICES AND PRICING

SKU	Type	Qty	Description	Unit	One Time Cost	Monthly Recurring Cost
			Columbus - CMH3 - 281 East Powell Road			
			Software - Licensing			
1887	New	10	**Microsoft - SQL Server Standard Core - Core License** Microsoft SKU = 7NQ-00302; 2 Core License Pack	**170.00**		**1,700.00**
				TOTAL	**$0.00**	**$1,700.00**

Exhibit A.1 Summary of Fees*:

Initiation Fee (One-Time Fee): $0.00

Monthly Service Fees (Recurring Fees): $1,700.00

TOTAL Initiation Fee (One-Time Fee) for Exhibit A + Exhibit A.1: $2,439.00

TOTAL Monthly Service Fees (Recurring Fees) for Exhibit A + Exhibit A.1: $15,511.46

Additional Terms and Conditions.

1. This Amended and Restated Master Services Agreement replaces, in its entirety, Master Services Agreement #181179 between CONTINENTAL BROADBAND, LLC DBA EXPEDIENT ("EXPEDIENT") and [Client] dated December 7, 2022.

2. Client's migration from a 3rd party VMware Cloud Services Provider to an Expedient hosted cloud-based solution shall be completed at no cost to the Client and for the first three (3) months of a sixty (60) month Initial Term the Client's monthly recurring cost (MRC) for the Initial Services shall be delivered at no cost, excluding any one-time charges, following the implementation and acceptance of all Services or Service Activation. The Initial Term begins on the first billing date after the three (3) month period at no cost concludes.

   Should Client terminate this Agreement or the Project Change Request related to the Expedient hosted cloud-based solution without cause during the Initial Term described above, then, in addition to all liquidated damages calculated under Section 8.4 of the Agreement, Client shall also repay Expedient for the cost of the migration and any months of Service provided at no cost to Client prior to such unauthorized termination.

   For the avoidance of doubt, there will be no delay in billing of any applicable One Time Costs.

3. PCR 241083 is the corresponding drop of existing services/pricing to renewal MSA 240009.
   Both PCR's need to be signed and returned for processing together.

*All prices and pricing information provided as an Exhibit to proposed original agreement and/or any subsequent proposed Project Change Request(s) and/or Work Order(s) are valid for up to thirty (30) calendar days after the Contract Presentation Date and expressly exclude any and all applicable taxes and regulatory fees/assessments.

Exhibit A
CONTINUED

LIST OF ORIGINAL SERVICES AND PRICING

1. Third-party Software Licensing - Certain Services and Deliverables provided to Client under this Agreement may include Third-party Software. Such Third-party Software may be (i) provided on a direct subscription based basis from the applicable vendor (including, but not necessarily limited to, direct subscription based licenses with Microsoft) ("Direct Licenses") and/or (ii) embedded within Services or Deliverables and covered by an indirect software license with the applicable vendor) ("Embedded Licenses"). Further, Direct Licenses and Embedded Licenses can be distinguished based upon the fact that Direct Licenses will be listed separately on any PCR or invoice (i.e., will have its own SKU) whereas Embedded Licenses will not appear in a PCR or invoice. With respect to such Third-party Software and the associated Direct Licenses and Embedded Licenses, as applicable, and notwithstanding anything in this Agreement to the contrary, Client acknowledges and agrees that the following additional terms and conditions shall apply:

A) Price Changes
i) *Direct Licenses.* Any vendor of Third-party Software covered by Direct Licenses may from time to time increase the prices of its software products and services, and in that event, Expedient reserves the right to pass on to Client (on a dollar-for-dollar, actual cost pass-through basis only, and with no additional mark-up or margin to Expedient) any such price increases incurred by Expedient during the Term of this Agreement.

ii) *Embedded Licenses.* Any vendor of Third-party Software covered by Embedded Licenses may from time to time increase the price of its software products and services, and if the price of the software products/services associated with any Embedded License increases by more than five percent (5%) (as measured from the Effective Date of this Agreement or the date of the last price increase related to such Embedded License under this Paragraph 1.A.ii of this Exhibit A, whichever is more recent), then Expedient reserves the right to pass on to Client (on a dollar-for-dollar, actual cost pass-through basis only, and with no additional mark-up or margin to Expedient) such price increase, provided in such event that Expedient provides Client with documentation reflecting the corresponding price increase of the underlying Embedded License.

B) Warranties - Vendors typically disclaim, to the extent allowable by law, all warranties and any liability for any damages, whether direct, indirect or consequential, arising from the use of their Third-party Software.

C) Maintenance - Vendors typically do not provide direct maintenance or technical support of their Third-party Software provided or otherwise made available to Client under this Agreement, and therefore Client shall be responsible to provide or cause to be provided such support for Third-party Software.

D) Proprietary Rights - Client must display in the form provided all copyright, trademark and patent notices included within any Third-party Software (including, where applicable, identifying the applicable Third-party Software vendor via appropriate descriptors), and Client shall not remove, modify, or obscure any copyright, trademark or other proprietary rights notices that appear on or during the use of any Third-party Software.

E) Reverse Engineering - Client shall not reverse engineer, decompile or dissemble any Third-party Software, except to the extent such activity is expressly permitted by applicable law.

F) Client Information - Client hereby allows Expedient to provide Third-party Software vendors with information regarding Client to the extent required under Expedient's agreements with any vendors, which such information may include (but is not necessarily limited to) results of demonstrations to Client of and/or evaluations by Client regarding the Third-party Software.

G) High Risk Use - Client shall not utilize any Third-party Software in any application or situation where the failure thereof could directly or indirectly lead to death or serious bodily injury to any person and/or to severe physical or environmental damage.

H) Other - If Client provides any Services or Deliverables that contain Third-party Software to Client's own clients (i.e., such that Client is not the end user of such Services/Deliverables and Software), Client must ensure that its clients' use of such Services/Deliverables and Third-party Software is subject to all applicable restrictions and limitations hereunder on the use thereof, including those listed above in this Exhibit A.

I) Acknowledgement - If and to the extent Microsoft is the applicable vendor of any Third-party Software (e.g., Exchange, Sharepoint, Dynamics, SQL, etc.) used by Client in connection with any Services or Deliverables provided by Expedient under this

Agreement, then Microsoft will be (and is) an intended third-party beneficiary of this Agreement, with the right to enforce all applicable provisions of this Agreement against Client and to verify the compliance of Client with such provisions.

J) Client Owned License Mobility Assurance - If at any time during the Term of the Agreement, Client intends to utilize Microsoft software license(s) not provided by Expedient in conjunction with Services provided under this Agreement, Client will execute a zero cost PCR (no charge from Expedient) to document such software and to attest to Client's required compliance with the Microsoft License Mobility (LM) provision associated with the Microsoft Software Assurance program. Client will be responsible for transmitting the required information to Microsoft in order to validate eligibility for License Mobility and will provide written acknowledgement and supporting evidence of LM approval from Microsoft.

K) Software Restrictions and International Usage - If Client is utilizing Expedient Services that are hosted on private virtual infrastructure physically located outside of the United States, Client agrees not to transmit to Expedient in the course of Client's use of the Services and Deliverables any information, data or technology controlled by the International Traffic in Arms Regulations or otherwise requiring an export license or other authorization from the U.S. Government or any other governmental authority.

L) Red Hat Licensure - If any of the Services provided under this Agreement, include Red Hat Software, Client hereby agrees to and assent (in a binding manner) to the Cloud Services Subscription Agreement set forth at www.redhat.com/licenses/cloud_cssa/, which may be amended from time to time by Red Hat in its sole discretion ("End User Agreement"), as a condition to providing End Users with access to the Software and/or Updates. Any modification or waiver of the End User Agreement requires prior written consent by Red Hat.

M) End User License Agreements - Client acknowledges that it has reviewed and at all times during the Term of this Agreement will adhere to the specific End User License Agreements for any and all Open Source Services provided under the Agreement. The current list of which can be found at: https://expedient.com/third-party-eulas/.

2. Bandwidth Bursting

Bandwidth usage levels are determined by traffic samples taken every five minutes. The five-minute samples are collected for the month and then the top 5% are eliminated. The bandwidth charge is based on the next highest remaining sample. Expedient's flexible pricing allows virtually unlimited "bursting" for up to thirty six (36) hours per month (based on 8640 samples in a typical month) without additional fees. Incremental charges for usage above Client's base bandwidth commitment will only apply if Client's usage, as defined above, exceeds Client's contracted bandwidth in more than five percent (5%) of the monthly samples. As described in Section 5.7 of the Agreement, additional fees will be assessed for excess incremental bandwidth consumption in an amount equal to Client's monthly per megabit rate for the service multiplied by the overage (in increments of one megabit).

3. Third-party License Bursting

All Third-party Software is provided to Client according to the licensed capacity, as set forth in the Original Order or PCR. Expedient monitors Client's use on a monthly basis and if Client's consumption is in excess of the licensed capacity, Expedient will identify the bursting charge and will, at Client's direction, work with Client for not more than thirty (30) days to reduce their usage so that it conforms to the applicable usage limit or increase the licensed capacity limit to fit Client's changing needs and such that Client's licensed usage will be increased at a fixed monthly rate for the remainder of the term avoiding more costly monthly bursting charges for excess consumption.

4. AI Credit Bursting

Client may elect to purchase AI credits under either pricing model (Per Seat or Credit). Per Seat licensees are subject to Expedient's AI CTRL Fair Use Policy available at https://expedient.com/ai-ctrl-user-policy. For Credit Model licensees, unless otherwise stated in this Agreement, Client will be invoiced for any AI credit usage exceeding the purchased quantity. Additional credits will be billed in accordance with the then current credit bursting pricing rates which are available at https://kb.expedient.com/docs/ai-ctrl-ratecard or as modified by subsequent PCRs. Such charges will appear on Client's next invoice and shall be governed by the same payment terms set forth in this Agreement.

5. Variable Pricing on Managed Storage Services

Unless otherwise stated herein, Client shall be invoiced and responsible for the following additional incremental fees, payable upon the same terms set forth for all invoices in the Agreement, as prescribed, if the month averaged data storage amount is in excess of the quantity purchased, a fee equal to that excess multiplied by the listed rate will apply.

6. Power Service Consumption and Fee Changes

A) Increased Power Cost Pass-Through. Should Expedient experience an increase in power costs from its energy generation and/or energy transport provider(s) of greater than three percent (3%), Expedient reserves the right to pass through the impact of such power cost increase to Client on a pro rata or proportionate basis. To eliminate any confusion, by way of example: (i) in cases where Client subscribes to a specific, itemized power service, the rate will be changed by an equal percentage to that of the actual

percentage rate change incurred by Expedient; or (II) In instances where Client is subscribing to a "bundled" per rack service or per square foot service in which, power is included (bundled service), that rate will be changed by an amount equal to the actual percentage rate change incurred by Expedient plus thirty percent (30%) of the then current fees for the bundled service.

B) A-B Feed Restrictions Unless otherwise specified and/or defined in Power Service descriptions listed elsewhere in this Agreement and/or in any Work Order or Project Change Request, Expedient will provide, as part of its Standard Power Service offering, a set of redundant branch circuits commonly referred to as "A" and "B" side access feeds. The sole and exclusive purpose of the A and B access feeds are to provide an added layer of power redundancy.

The aggregate consumption of the equipment connected to the combined A and B side access feeds shall not exceed eighty percent (80%) of the branch circuit rating of either the A side access feed or the B side access feed. If at any time during the Term of this Agreement, Client's aggregate power consumption on a set of redundant A and B side access feeds exceeds eighty percent (80%) of the branch circuit rating of either single feed, then in addition to and not in limitation of any other provisions of this Agreement, Client hereby acknowledges and agrees that (i) Expedient is not and shall not be liable for any service disruption that may occur as a result of the excess power consumption, (ii) Client will be obligated to pay Expedient for charges equal to one hundred and fifty percent (150%) of the amount of Client's average power service charge for the previous three (3) months of service, such amount to be invoiced within thirty (30) days of the period when such excess power was measured by Expedient and payable upon the same terms set forth for all invoices in the Agreement, and (iii) Expedient and Client will then agree to the appropriate amount of actual power needs and corresponding charges required by Client on a go forward basis.

Continental Broadband, LLC dba Expedient ("Expedient")	Union County Ohio
By:	**By:** Tom McCarthy
Name:	**Name:** Tom McCarthy
Title:	**Title:** Board President
Date:	**Date:** September 23, 2026

Exhibit B - SAMPLE

PROJECT CHANGE REQUEST

This Project Change Request dated the date of _____, is issued pursuant to Master Services Agreement date _____ (the "Agreement") between Continental Broadband, LLC dba Expedient ("Expedient") and the Client identified above in the Agreement ("Client"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

Client Name	Account #	Contact	Account Manager
City of San Carlos		William Hoch	Bill Heuston

By Component	Description of Equipment and Services	One-Time Charge	Monthly Charges
Services			
Equipment			
Maintenance			
Installation			
	Total		
	Excludes Applicable Taxes and Regulatory Fees		

Exhibit C

SERVICE LEVEL AGREEMENT (SLA)

1. Service Level Target. In accordance with Section 1.2 of this Agreement, subject to specifically mentioned exceptions, Expedient shall use commercially reasonable efforts to cause the Services to be available 100% of the time ("Service Level Target"), as measured during each monthly service billing cycle. In the event any Services do not meet the Service Level Target, Client may be eligible to receive a Service Credit in accordance with the procedures described below.

2. Service Interruption. "Service Interruption" is defined as either the total loss of Client availability to an itemized Service or group of Services or the degradation of a specific element or component of a given Service, to an extent by which the Service or Services are not functional for their intended purpose, subject to the exceptions described below.

3. Service Interruption Exceptions. Any interruptions to the Service(s) caused by any of the following events or circumstances shall not constitute a Service Interruption hereunder and shall not to be considered and/or included in, or for the purpose of, calculating any Service Credits available under this SLA:

i) If Client's account is Late or suspended for late payment, as described in Section 5.4 of the Agreement.

ii) Incidents outside Expedient's reasonable control, including those described in Section 12.9 of the Agreement.

iii) Expedient scheduled or emergency maintenance events as described in Section 1.2 of the Agreement.

iv) Incidents caused by equipment, software or other technology provided by Client or by a third-party on behalf and at the direction of Client.

v) Incidents related to Client's usage of power that exceeds the recommended and / or capacity thresholds for proper configuration and use of A-B circuit configuration as outlined in Exhibit A, section 4 of the original Agreement.

vi) Incidents involving a Client's Private Virtual Colocation Service, where successful failover is prevented as a result of Client's overconsumption of either the allotted memory and/or the allotted CPU contracted for, to the point where such overconsumption exceeds the resources available to maintain an N+2 configuration.

vii) Incidents caused by an error or the direct negligence or willful misconduct of Client or Client agents or employees.

viii) Hardware failures on equipment that is owned or exclusively used by Client, which are cured within 4 hours as prescribed by Expedient's "Break Fix" coverage.

ix) Incidents associated with disaster recovery services (including backups) in which testing of the solution was not cooperatively completed by Client and Expedient upon service activation or following a subsequent configuration change that prevents successful failover/recovery.

x) Instances where the Service disruption occurs as the result of Client's application of Open Source Services not specifically directed by or under the supervision of Expedient.

xi) Instances where the Service disruption involves equipment stored outside of Expedient data centers (e.g., Edge, private Colocation, etc.) in which Client's acts or omissions led to the Service Interruption.

xii) Instances where the Service disruption involves equipment stored outside of Expedient data centers and the Service Interruption was prolonged due Client's acts or omissions including, but not limited to, providing Expedient with timely access to the affected equipment, may impact the calculation of Service Credits available under this SLA.

4. General Service Interruption Increments for Specific Services. While an actual Service Interruption can take on different forms in unique circumstances, the following guidelines are provided as a "general reference", with respect to the different types of Services that Expedient provides, in order to help identify circumstances in which a Service Level Target has not been met and a qualifying Service Interruption event has occurred:

i) **Power related services** - A degradation or complete loss of Expedient-provided power to a Client device or group of devices the length of which causes the device to lose power or requires a re-boot.

ii) **Environmental Conditions for Colocation Service** - Any period of time in which:

(a) The average ambient room temperature reading measured in the center of the nearest cold aisle row, no more than four (4) feet from the floor, by an Expedient sensor, is less than 64.4 degrees or greater than 80.6 degrees Fahrenheit (or the then current "Recommended Range" for Equipment Environment Specifications as Published by ASHRAE; Thermal Guidelines for Data Processing Environments), over any twenty-four (24) hour period of time.

(b) The average humidity reading measured in the center of the nearest cold aisle row, no more than four (4) feet from the floor, by an Expedient sensor, is less than 25% or more than 70% (or the then current "Recommended Range" for Equipment Environment Specifications as Published by ASHRAE; Thermal Guidelines for Data Processing Environments), over any twenty-four (24) hour period of time.

(c) Environmental SLAs may be adjusted on a per-case basis for high rack power density solutions, greater than 10kw, and will be communicated in accordance with the Agreement.

(d) Environmental SLAs are strongly dependent on Client's maintaining internal hot air wrap-around. No SLA credits shall be valid if Client has failed to resolve internal cabinet hot air wrap-around problems as evidenced by an open Expedient/Client ticket.

iii) **Network related services** - A degradation or complete interruption of data throughput on a given network, telecommunications and/or internet access component of a Service the length of which causes a material and measurable delay or loss of ability to transmit data packets on that specific Network Service component.

iv) **Managed Servers and System Oversight** - The degradation or complete operational failure or lack of availability of system or advanced network service (for example, but not limited to: firewall, load balancing, managed hosting, etc.) the length of which causes such component to be "offline" or causes a material impairment to functionality.

v) **Fixed, Incremental or Periodic Service** - The failure to perform or deliver on a specific and regularly scheduled Service task (for example, but not limited to: data backups, data back-up recovery, individual client issues, etc.) that has not been completed within twenty-four (24) hours of the prescribed timeline for such Service.

vi) **Single Threaded - Non-Redundant Services.** For service disruptions caused by the failure of a non-redundant Service chosen by Client as an alternative to a redundant Service, (i.e., single firewall, single power corded server, circuit etc.), the Service Credit as defined in Section 6 will only be calculated for the specific failed, non-redundant Service and not any other related Services impacted by that failure.

5. SLA Credit Request Procedure. If Client experiences a Service Interruption which qualifies for a remedy prescribed by this SLA, in order to receive consideration for a corresponding Service Credit, Client must submit a "Request for SLA Credit" (include in subject header) via email to support-sla@expedient.com within ten (10) days after the Service Interruption. The request should include, at minimum, the date, time and duration of the interruption, as well as a specific list of the Services that were unavailable. In instances of uncertainty or dispute as to whether an actual Service Interruption has occurred, Expedient shall make a final determination with respect to such uncertainty and/or dispute, in good faith, based on its review of data provided by system logs, monitoring reports and configuration records, which Expedient shall make available to Client at Client's request.

6. Service Credit Methodology and Calculation. Each distinct Service Interruption, including the events described in clauses i, ii, iii and iv of Section 4 of this SLA, shall be measured in one hour increments, with Service Interruptions lasting for only a portion of an hour, whether such interruption is continuous or intermittent, being deemed a Service Interruption for the full hour, such that a 5 minute interruption would be considered a 1 hour interruption, a 65 minute interruption would be considered a 2-hour interruption, a 125 minute interruption would be considered a 3-hour interruption, and so on. The credits due Client under this SLA for any applicable Service Interruption ("Service Credit"), subject to satisfaction of all other requirements and to the exceptions to Service Interruptions described above, will be calculated in accordance with the following formula:

The Service Credit will be an amount equal to (i) the total Monthly Service Fees paid by Client for the Services that were unavailable due to the Service Interruption, (ii) divided by 30 (number of days in the average month), (iii) multiplied by the length of the Service Interruption as measured in the number of hours, as described above.

In other words, 1 day of Service Credit for each hour of Service Interruption.

7. Service Credit Maximum. The parties acknowledge and agree that (i) the maximum Service Credit a Client may receive for Service Interruptions as described in this SLA shall be no more than 100% of the Monthly Service Fee paid for the affected

Services, and (ii) the Service Credits prescribed under this SLA shall be the sole and exclusive remedy for any and all such Service Interruptions, in each case notwithstanding anything to the contrary in this SLA or elsewhere in this Agreement.

Exhibit D

Operations Support Center (OSC) Overview

With the assistance of innovative visualization software, the Operations Support Center (OSC) proactively ensures reliability of Client services and reacts accordingly to unplanned events and requests from clients. The OSC is primarily responsible for problem resolution, coordinates troubleshooting, and escalations internally and with third parties. The OSC also participates in the Expedient change management process ensuring timely and accurate Client communication of scheduled maintenance events.

PERFORMANCE MANAGEMENT

There are several performance management systems in use by the OSC providing visibility into key metrics of mechanical, network, and system devices that work together to deliver Client services. These systems give the OSC visibility to detect events proactively and corroborate Client trouble reports and requests that may result in less subtle symptoms only visible to the Client. These systems include:

- Facility Monitoring Applications – on screen view of data center mechanical systems including environmental and fire suppression
- Network Device Monitoring Applications – availability, health, and circuit utilization statistics of backbone, core and Client premise devices
- System Device Monitoring Applications – availability, health, and network interface utilization statistics of devices. Also, application-level resource utilization for specific operating systems
- Asset/Node Database – relational tracking of all Client contact information, devices, device attributes, network IP assignments, maintenance agreements, etc.
- Event Aggregator – consolidated view of alerts generated by all systems with visual and audible cues based upon incident severity
- Incident/Problem Management – processes and communication tools necessary to facilitate rapid notification and successful outcomes during unplanned events that impact service
- Trouble Ticketing – severity and priority tracking of all proactive and reactive incidents with daily, weekly, and monthly exception reporting
- Change Management – indication and notification of planned changes including methods of procedures linked to affected IT and facility assets
- Authorization – identification of individuals who are allowed to have access to obtain service on behalf of a particular Client including physical access to facilities and virtual access with a username/password

CONTACTING THE OSC

Clients can choose from one of three methods of contact to reach the OSC 24 hours a day, 7 days a week. Some clients prefer to communicate only by e-mail.

- **Online** – authorized individuals can utilize the Support Management Console (SMC) web site at https://support.expedient.com to manage their accounts including creating and updating service requests. The goal for response to these requests is no more than three (3) hours. Clients creating informational requests including notification for a site visit, shipments, DNS changes, etc., appreciate this option as a matter of convenience. At any time, they can view status on the SMC, call or visit to receive a faster response.
- **On-Site** – authorized individuals can visit a data center facility and make a face-to-face request. Clients with data center collocation services may meet with an OSC Analyst to create a new request or get an update on one that was made previously.
- **Telephone** – authorized individuals can call to make a request. This method is used most frequently when immediate attention or a level of discussion or explanation not possible by e-mail is required. We play a pre-recorded status message with information on any known service interruptions that may impact multiple clients. The main OSC telephone number is 888-227-9400.

All services include a basic level of monitoring. Many clients subscribe to additional premium monitoring services for both managed and unmanaged services. We use the escalation lists established during the implementation phase to contact clients when necessary to proactively communicate information about service interruptions. Authorized individuals can modify the escalation lists at any time.

The OSC also coordinates notification of planned and unplanned service interruption events. Clients receive these notifications when these activities will potentially affect their services. Expedient and third-party vendors (e.g., telecom providers) initiate these events.

REQUEST PRIORITY

The OSC receives a large volume of service requests on a daily basis and uses a standard process to prioritize and respond quickly and efficiently. Whenever possible, the OSC will resolve a problem upon first contact.

Expedient OSC Analysts, Technicians, and Engineers are cross-trained in multiple technology disciplines preparing them to respond to the variety of incidents that may occur on the network.

- **Tier I** (Analysts) – subject matter experts at this level handle initial troubleshooting including monitoring response, telephone call response, trouble ticket triage, request resolution through standard operating procedures (SOP), and security escorting in the data centers
- **Tier II** (Technicians) – subject matter experts at this level handle escalations from Tier I and act as IT generalists in multiple areas including Windows, Networking, Unix, and Virtualization
- **Tier III** (Engineers) – subject matter experts at this level focus on certain areas and act as authorities in the organization who provide guidance and training as well as high level problem solving for Windows, Networking, Unix, and Virtualization

We understand that clients are typically experiencing impact to their business operations as the result of a service disruption. We invite them to participate in the prioritization process by describing the impact. However, it is not always possible for every individual in the OSC to have every skill set. As a result, subject matter experts are consulted when required to achieve incident resolution. If escalation is required, the following priorities are assigned to requests such that we can maintain a consistent service level:

Priority	Definition	Response Objective	Updates
High	The service is out of order and there is no work around	Initial Response: Within forty-five (45) minutes	Updates: the ongoing expectation for follow up is every sixty (60) minutes until resolution or as requested by the Client
Medium	The service is not completely out of order, but requires attention to restore normal operation	Initial Response: Within seventy-five (75) minutes	Updates: the ongoing expectation for follow up is every one hundred and twenty (120) minutes until resolution or as requested by the Client
Low	There is no immediate impact to the Client's services, but the request requires a response or is informational in nature	Initial Response: Within nine (9) business hours	Updates: the ongoing expectation for follow up is every twenty-four (24) hours until resolution or as requested by the Client

SINGLE POINT OF CONTACT (SPOC) INTEGRATION

The OSC is configured as an integrated service desk encompassing all the aspects of a network control center, call center, and IT helpdesk enabling us to provide service assurance 24 hours a day, 7 days a week. These functions are distributed across each of our data center facilities. This configuration enables the availability of a broad pool of technical resources. We focus on the services that we can provide consistently to all clients and while we do not provide support to individual desktop users, our clients consider us to be a replacement for—or an extension of—their IT departments. Based upon the chosen level of service, clients can offload portions of their internal IT support related to infrastructure management including functions such as monitoring, platform upgrades, software patching, and more.

We regularly work with new clients to facilitate transitions of responsibility for managed IT infrastructure. For clients who require end-user desktop support, we can provide recommendations as we do not support individual desktop users.

ESCALATION & SERVICE REVIEW

We understand that from time to time a service disruption may continue longer than acceptable and cause significant impact to a Client's business. We also acknowledge that sometimes misunderstandings or improper prioritization may occur on our part. As a result, we empower clients to escalate requests within our organization. The escalation list can be downloaded at http://www.expedient.com/escalation.pdf.

Finally, the OSC team appreciates all opportunities to accept and respond to Client feedback. Clients can request ad-hoc or regularly scheduled service review meetings with a member of the OSC management staff at any time. The OSC will request these meetings from time to time when needed to resolve chronic issues, review changes in service consumption patterns, etc.

[END]

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

Tom McCarthy, Yea
Shaun Bailey, Yea

Mr. Narducci stated this is a cloud-based server the county would use.

Mr. Branstiter stated Data Board started the process to get this agreement over a year ago. Expedient was the least expensive option and has a direct fiber connection into the Expedient Data Center. This is an added security benefit. The county currently uses Dartpoints, and all data will move from there to Expedient.

Commissioner McCarthy asked when the data will be transferred to Expedient, and Mr. Branstiter stated it will occur on a weekend to limit downtime on the network.

Commissioner Bailey asked if there was a provision that states all county data will be released and removed from Darkpoints, and Mr. Branstiter stated there is.

Commissioner Bailey made the suggestion to withhold the last payment to Darkpoints to ensure all data is transferred and removed from their system.

Mr. Gray stated there is a third party insurance in place to ensure the county is covered with the data transfer, and he would not recommend withholding the last pay.

* * *

Mr. Branstiter left the meeting at this time.

* * *

RESOLUTION NO. 26-412:

Approve the Minutes from the September 1, 2026, Meeting – Commissioners

The Board of County Commissioners approved the minutes from the September 1, 2026, meeting.

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

Tom McCarthy, Yea
Shaun Bailey, Yea

* * *

RESOLUTION NO. 26-413:

Approve the Minutes from the September 2, 2026, Meeting – Commissioners

The Board of County Commissioners approved the minutes from the September 2, 2026, meeting.

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

Tom McCarthy, Yea
Shaun Bailey, Yea

RESOLUTION NO. 26-414:

Determine that an Application for Expansion of the Jerome Village Community Authority Complies with the Requirements of Section 349.03 of the Ohio Revised Code and to Fix a Date and Place for a Public Hearing on the Application – Commissioners

The Board of County Commissioners hereby Determines that an Application for Expansion of the Jerome Village Community Authority Complies with the Requirements of Section 349.03 of the Ohio Revised Code and to Fix a Date and Place for a Public Hearing on the Application.

It was moved by Tom McCarthy and seconded by Shaun Bailey that the following resolution be adopted:

RESOLUTION NO. 26-414

TO DETERMINE THAT AN APPLICATION FOR EXPANSION OF THE JEROME VILLAGE COMMUNITY AUTHORITY COMPLIES WITH THE REQUIREMENTS OF SECTION 349.03 OF THE OHIO REVISED CODE AND TO FIX A DATE AND PLACE FOR A PUBLIC HEARING ON THE APPLICATION

WHEREAS, on July 28, 2008, Jerome Village Company, LLC (the "Developer") filed a petition (the "Original Petition") for the establishment of the Jerome Village Community Authority (the "Authority") with the Board of County Commissioners of Union County, Ohio (the "Board"); and

WHEREAS, this Board, as the "organizational board of commissioners" as that term is defined in Section 349.01(F) of the Ohio Revised Code, adopted its Resolution No. 417-08 on August 4, 2008, determining that the Original Petition complied as to form and substance with the requirements of Section 349.03 of the Ohio Revised Code and fixing the time and place for a hearing on the establishment of the Authority; and

WHEREAS, this Board, as the organizational board of commissioners, held a public hearing on the Original Petition on August 28, 2008, after public notice was duly published in accordance with Section 349.03 of the Ohio Revised Code; and

WHEREAS, this Board adopted Resolution No. 469-08 on September 8, 2008, determining that the creation of the Jerome Village Community District (the "District") would be conducive to the public health, safety, convenience and welfare, and that it was intended to result in the development of a new community as described in Chapter 349 of the Ohio Revised Code, and declaring the Authority organized as a body corporate and politic in the State of Ohio; and

WHEREAS, Section 349.03 of the Ohio Revised Code authorizes amendments to Original Petition, and upon the filing of such an amendment, the organizational board of commissioners shall follow the same procedure to approve the amendment as required by Section 349.03 in relation to the Original Petition; and

WHEREAS, the Developer submitted to the City Council of the City of Marysville, Ohio ("Marysville") an application (the "Application") for the addition of territory to the District as described in the Application and shown as Exhibit A attached hereto (the "Expansion Area"); and

WHEREAS, the City Council of Marysville passed Ordinance No. 31-26 on June 22, 2026, directing the City Manager of Marysville to sign the Application on behalf of Marysville, and the Application was signed by the City Manager of Marysville to indicate the approval of the Application by Marysville as a "proximate community" as that term is defined in Section 349.01(M) of the Ohio Revised Code; and

WHEREAS, the Application was filed with the Clerk of this Board on September 9, 2026; and

WHEREAS, the Developer has requested that the Board, as the organizational board of commissioners, determine that the Application complies as to form and substance with the requirements of Section 349.03 of the Ohio Revised Code, and the Developer further requests that the Board fix the time and place of a hearing on the Application (which hearing, pursuant to Section 349.03(A) of the Ohio Revised Code, must be held not less than thirty nor more than forty-five days after the filing of the Application);

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, Union County, State of Ohio, that:

Section 1. This Board has examined the Application and finds and determines that the Application complies with the requirements of Section 349.03 of the Ohio Revised Code as to form and substance.

Section 2. A public hearing on the Application to expand the Jerome Village Community Authority to include the Expansion Area shall be held on October 14, 2026, at 9:30 a.m. in the Commissioner's Hearing Room at 233 West Sixth Street, Marysville, Ohio 43040.

Section 3. The Clerk of this Board is directed to arrange for notice of the public hearing by publication once each week for three consecutive weeks in a newspaper of general circulation in Union County pursuant to Section 349.03(A) of the Ohio Revised Code, provided that each such publication shall appear in the newspaper prior to the public hearing described in Section 2 hereof.

Section 4. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution shall be in effect from and after the earliest period allowed by law.

The foregoing motion having been put to vote, the result of the vote was as follows:

Steve Robinson - absent
Tom McCarthy - yea
Shaun Bailey - yea

Passed: September 16, 2026

BOARD OF COUNTY COMMISSIONERS

UNION COUNTY, OHIO

ATTEST: Mallory Lehman
Mallory Lehman, Clerk

Steve Robinson

Tom McCarthy

Shaun Bailey

Approved as to Form:

Name: THAYNE D. GRAY Sept. 16, 2026
Title: Assistant Prosecuting Attorney

CLERK'S CERTIFICATION

I certify that the foregoing is a true and correct copy of Commissioners Resolution 26-414 adopted on September 16, 2026, and journalized in Commissioners Journal 2026.

Mallory Lehman
Mallory Lehman, Clerk

Date: September 16 2026

Exhibit A

DEPICTION OF ADDITIONAL PROPERTY

(The "MLM", "Smith", "Columbia Gas", "O'Keeffe" and "Friend" properties shown below)



SIXTH APPLICATION FOR ADDITION
OF TERRITORY TO THE JEROME VILLAGE COMMUNITY DISTRICT

TO THE BOARD OF COUNTY COMMISSIONERS
OF UNION COUNTY, OHIO:

On July 28, 2008, Jerome Village Company, LLC, an Ohio limited liability company (the "Developer") filed a petition (the "Petition") for the establishment of The Jerome Village Community Authority (the "Authority") with the Board of County Commissioners of Union County (the "Board"). The Petition was approved by Marysville City Council Ordinance No. 19-08 passed July 10, 2008, and accepted by the Board by Resolution No. 417-08 adopted on August 4, 2008. By Resolution No. 469-08 adopted on September 8, 2008, the Board determined that the Jerome Village Community District (the "District") would be conducive to the public health, safety, convenience and welfare, and that it was intended to result in the development of a new community as described in Chapter 349 of the Ohio Revised Code (the "Act"). By that Resolution No. 469-08 the Board also declared the Authority organized as a body corporate and politic in the State of Ohio.

Pursuant to the Act and particularly Section 349.02(B) of the Revised Code, the Developer hereby applies for the addition of territory to the District pursuant to the terms of this Sixth Application for Addition of Territory to the Jerome Village Community District (the "Application").

With respect to the addition of territory, the Developer states as follows:

1. Attached to this Application as Exhibit A, is a depiction of the boundaries of the territory which the Developer desires to add to the District. Attached to this Application, as Exhibit B, is a full and accurate description of the territory which the Developer desires to add to the District, all of which acreage is located within Union County, consisting of approximately 86.61 acres owned or controlled (within the meaning of Section 349.01(E) of the Ohio Revised Code) by the Developer. The property to be added to the District is

developable with the rest of the territory in the District as part of one functionally interrelated community.

2. The City of Marysville is the only "proximate community" as that term is defined in Section 349.1(M) of the Ohio Revised Code.
3. The attached Exhibits A and B are part of this Application.

The Developer further states that this Application is and will be conducive to the public health, safety, convenience and welfare, and is and will be consistent with the development of a new community and will not jeopardize the plan of the District.

Words and terms not defined herein shall have the meanings given in Section 349.01 of the Revised Code unless context requires a different meaning.

The Developer hereby requests the Board of County Commissioners of Union County, as the organizational board of commissioners under Section 349.03 of the Ohio Revised Code, to determine that this Application complies as to form and substance with the requirements of Section 349.03(B) of the Ohio Revised Code and further requests that the Board fix the time and place of a hearing on this Application for the addition of territory to the District. Pursuant to Section 349.03(A) of the Ohio Revised Code, that hearing must be held not less than thirty nor more than forty-five days after the filing of this Application with the Clerk of the Board of County Commissioners of Union County. This Application constitutes a consent to the addition of the property shown on attached Exhibits A and B to the District by the Board of County Commissioners of Union County for purposes of Section 349.03(B) of the Ohio Revised Code. The Developer does not object to the addition of such property to the District.

This Application is filed with the Clerk of the Board of County Commissioners of Union County this 9 day of September, 2026.

IN WITNESS WHEREOF, the Developer has caused this amendment to be duly executed as of the acknowledgement date set forth below.

JEROME VILLAGE COMPANY, LLC,
an Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its member and manager

By: _____

Name: BRIAN J. ELLIS
PRESIDENT & CHIEF OPERATING OFFICER

Title: _____

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this 20 day of July 2026, by Brian J. Ellis, President : Chief Operating Officer of a* member and the manager of JEROME VILLAGE COMPANY, LLC, on behalf of Jerome Village Company, LLC. No oath or affirmation was administered to the signer with regard to the notarial act.

NOTARIAL SEAL STATE OF OHIO

JANICE L. GRESKO
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

_____
Notary Public

* Nationwide Realty Investors, Ltd.

Proximate Community Approval

The City of Maysville, by Ordinance No. 31-26, passed by the City Council on June 22, 2026, has authorized Terry Emery, the City Manager, to sign this Sixth Application, and the Sixth Application is herewith signed, as evidence of that approval.

City of Marysville

By: _____

Name: Terry Emery

Title: City MGR.

EXHIBIT A

DEPICTION OF ADDITIONAL PROPERTY

(The "MLM", "Smith", "Columbia Gas", "O'Keeffe" and "Friend" properties shown below)



EXHIBIT B

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

MLM

Situated in the State of Ohio, County of Union, Jerome Township, Virginia Military Survey No. 2991, being 35.813 acres of land located in that 74.50 acre tract of land as described in a deed to MLM Farms, LLC, of record in Instrument No. 201801030000073, all references herein being to the records located in the Recorder's Office, Union County, Ohio and being more particularly described as follows;

BEGINNING at a railroad spike found at the centerline intersection of Jerome Road and Hill Roads, being the northeasterly corner of Virginia Military Survey No. 2991, the southwesterly corner of Virginia Military Survey No. 2990, the northwesterly corner of Virginia Military Survey No. 2365, the northwesterly corner of a 2.895 acre tract of land as described in a deed to Scott D. Yoho, of record in Instrument No. 202306150004141, the southwesterly corner of a 1 acre tract of land as described in a deed to Megan Kawasaki, of record in Instrument No. 202209010008365 and the southeasterly corner of a 2.568 acre tract of land designated as DOS-F as shown and delineated on the plat entitled Eversole Run Neighborhood Section 6, Phase 2, a subdivision of record in Plat Book 6, Pages 11A – 11D;

Thence **South 6° 01' 30" East**, along the centerline of said Jerome Road, the easterly line of said Virginia Military Survey No. 2991, the westerly line of said Virginia Military Survey No. 2365, the westerly line of said 2.895 acre Yoho tract, the westerly line of a 5.003 acre tract of land as described in a deed to Jacob M. and Joanna L. Failor, of record in Instrument No. 201501070000124 and the westerly line of a 5.93 acre tract of land as described in a deed to 11440 Jerome Road LLC, of record in Instrument No. 202312150009120, a distance of **760.93 feet** to a MAG nail set in the northeasterly corner of a proposed 2.000 acre tract of land;

Thence with new lines of division, through said 74.50 acre tract, the following courses;

1. **South 83° 40' 24" West**, along the northerly line of said proposed 2.000 acre tract and along the northerly line of a proposed 33.813 acre tract, passing an iron pin set in the westerly right-of-way line of said Jerome Road at a distance of 30.00 feet, a total distance of **1373.31 feet** to an iron pin set;

2. **South 5° 50' 53" East**, along a westerly line of said 33.813 acre tract, a distance of **625.97 feet** to an iron pin set;

3. **South 84° 09' 07" West,** along a northerly line of said 33.813 acre tract, a distance of **372.42 feet** to an iron pin set in the easterly line of Lot 1087 as shown and delineated on the plat entitled Eversole Run Neighborhood, Section 2, Phase 4, a subdivision of record in Plat Book 6, Pages 148A-148C;

Thence **North 5° 50' 53" West,** along the easterly line of said Lot 1087, the easterly line of a 4.844 acre tract of land designated as DOS-E as shown and delineated on said Eversole Run Neighborhood, Section 2, Phase 4, the easterly line of Lot 1114 and a 1.807 acre tract designated as DOS-D as shown and delineated on the plat entitled Eversole Run Neighborhood, Section 2, Phase 3, a subdivision of record in Plat Book 6, Pages 109A-109C, the easterly line of Lot 1129 and a 2.044 acre tract of land designated as DOS-C as shown and delineated on the plat entitled Eversole Run Neighborhood, Section 2, Phase 2, a subdivision of record in Plat Book 6, Pages 82A-82D, passing iron pins found with plastic caps inscribed "Jon Adcock S-8461" at distances of 512.43 feet and 984.22 feet, a total distance of **1383.81 feet** to a 1" iron pipe found in the southerly line of a 2.170 acre tract of land designated as DOS-E as shown and delineated on the plat entitled Eversole Run Neighborhood, Section 6, Phase 2, a subdivision of record in Plat Book 6, Pages 11A-11D;

Thence **North 83° 40' 24" East,** along the southerly line of said DOS-E, the southerly line of Orchid Hill Drive (50.00 feet in width) and the southerly line of a 2.568 acre tract of land designated as DOS-F as shown and delineated on said plat of Eversole Run Neighborhood, Section 6, Phase 2, passing 5/8" iron pins found with plastic caps inscribed "Jon Adcock S-8461" in the westerly and easterly right-of-way lines of said Orchid Hill Drive at 834.04 and 884.04 feet and an iron pin set in the westerly right-of-way line of Jerome Road at a distance of 1703.24 feet , a total distance of **1743.39 feet** to the **PLACE OF BEGINNING** and containing **35.813 acres** of land.

Iron pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "Jon Adcock S-8461".

Bearings herein are based on GPS observations, being the Ohio State Plane Coordinate System, North Zone, NAD 1983.

This description was prepared by American Land Surveyors, LLC, by Jon B. Adcock, Ohio Licensed Professional Surveyor No. 8461 and is based on a field survey performed in April, 2024.

The above described 35.813 acre tract is part of Union County Auditor's Parcel No. 17-0012001.0000.

SMITH

Situated in the State of Ohio, County of Union, Township of Jerome, Virginia Military Survey Number 2991, and being the remainder of an original 35.5708 acre tract of land as conveyed to Renate Smith, of record in Official Record 438, Page 100, all document references are to the records of the Recorder's Office of Union County, Ohio, and being more particularly described as follows:

BEGINNING FOR REFERENCE at a railroad spike found at the centerline intersection of Jerome Road (C.R. 11) (60' R/W) and Wells Road (C.R. 17) (Variable R/W), as shown in the Glacier Park Neighborhood Section 3 subdivision plat, of record in Plat Book 5, Page 341A, and being the southeasterly corner of a 1.4979 acre tract as conveyed to Brittany R. and Christopher J. King, of record in Instrument Number 201901150000352;

Thence South 83°48'01" West, with the centerline of said Wells Road and the southerly line of said 1.4979 acre tract, and in part with the northerly line of a 1.00 acre tract as conveyed to Eric Cross, Karly P. Cross, Bill A. Cross, and Cynthia Cross, of record in Instrument Number 202106010007387, a distance of 435.15 feet to a Mag Nail set, at the southwesterly corner of a 1.4979 acre tract as conveyed to Roger A. and Rebecca P. Hayslip, of record in Official Record 131, Page 63, and being the **POINT OF BEGINNING**;

Thence South 83°48'01" West, continuing with the centerline of said Wells Road and the northerly line of said 1.00 acre tract, and in part with the northerly line of the Glacier Park Neighborhood Section 2 subdivision, of record in Plat Book 5, Pg 322A, a distance of 715.31 feet to a Mag Nail set, at the southeasterly corner of a 1.033 acre tract as conveyed to David and Ashley Morrow, of record in Instrument Number 202304270002871;

Thence North 6°03'34" West, the easterly line of said 1.033 acre tract, passing a 1" iron pin found (bent) at a distance of 30.07 feet, a total distance of 300.00 feet to a 1" iron pin found (bent) at the northeasterly corner of said 1.033 acre tract;

Thence South 83°47'39" West, with the northerly line of said 1.033 acre tract and the northerly line of a 1.033 acre tract as conveyed to LuAnn C. Molter, of record in Instrument Number 202108030010362, passing a 1" iron pin found at a distance of 150.03 feet, for a total distance of 300.00 feet to a 1" iron pin found (bent) at the northwesterly corner of said 1.033 acre Molter tract, and being in the easterly line of a 7.637 acre tract as conveyed to Seth T. and Sarah J. Griffith, of record in Instrument Number 202411180008813;

Thence North 6°03'34" West, with the easterly line of said 7.637 acre tract, passing an iron pin set at 800.47 feet, a total distance of 830.47 feet to the center of a 18" Walnut Tree on the northerly bank of Eversole Run, being the northeasterly corner of said 7.637 acre tract, and being in the southerly line of a 74.50 acre tract as conveyed to MLM Farms, LLC, of record in Instrument Number 202412270010107;

Thence North 83°50'11" East, with the southerly line of said 74.50 acre tract, passing an iron pin set at 80.00 feet, passing a 1" iron pin found at a distance of 565.59 feet, passing a 1" iron pin found at a distance of 1419.66 feet, for a total distance of 1450.90 feet to a Mag Nail set in the centerline of said Jerome Road, and being in the westerly line of a 1.01 acre tract as conveyed to Nevalee Cassady, of record in Deed Book 315, Page 396;

Thence South 6°01'24" East, with the centerline of said Jerome Road, and the westerly line of said 1.01 acre tract, and the westerly line of a 7.70 acre tract of land as conveyed to Teddy Acres LLC, of record in Instrument Number 201909260007733, and the westerly line of a 1.50 acre tract of land as conveyed to Richard B. and Jennifer M. Knox, of record in Instrument Number 202205090004654, a distance of 529.40 feet to a Mag Nail set in said centerline, and being the northeasterly corner of a 1.4979 acre tract as conveyed to John R and Terry A Woerner, of record in Deed Book 312, Page 602;

Thence South 83°47'39" West, with the northerly line of said 1.4979 acre tract, passing a 1" iron pin (bent) found at a distance of 30.23 feet, for a total distance of 435.52 feet to a 1" iron pin found at the northwesterly corner of said 1.4979 acre tract;

Thence South 6°05'08" East, with the westerly line of said 1.4979 acre tract, and with the westerly line of a 1.4979 acre tract as conveyed to Kenneth W. and Lori L. Poole, of record in Deed Book 323, Page 591, and with the westerly line of said 1.4979 acre Hayslip tract, passing a 2" iron pin found at a distance of 150.14 feet, passing a 1" bent iron pin found at a distance of 570.31, for a total distance of 600.08 feet to the **POINT OF BEGINNING** and containing **29.567 acres** of land, more or less, of which 0.857 acre lies within the present road occupied, of which 0.493 acres lies within Jerome Road, and 0.364 acres lies within Wells Road;

Subject to all covenants, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

Based on an actual field surveyed performed under my direct supervision in June, 2025.

Iron pins set are 5/8" x 30" rebar with cap marked "CESO Inc".

Bearings based on the Ohio State Plane Coordinate System, Ohio North Zone, NAD 83 (2011) using the basis of bearings established in the Glacier Park Neighborhood Section 3, recorded in P.B. 5, PG. 341A.

COLUMBIA GAS:

Situated in the County of Union in the State of Ohio and in the Township of Jerome:

Real estate situated in Jerome Township of Union County, Ohio: in the Virginia Military Survey Number 3244; being part of the 162 acre tract of Clarence James Fry, et al. (Deed Record 316, Page 686); and being further bounded and described as follows:

Beginning for reference at a point on the Easterly line of said Virginia Military Survey Number 3244 and on the centerline of U.S. Route 42;

Thence South 36 degrees 35 minutes 00 seconds West (reference bearing) 587.24 feet on said centerline of U.S. Route 42 to a pony spike set on the point of beginning of the land to be described;

Thence continuing South 36 degrees 35 minutes 00 seconds West, 566.54 feet on said centerline of U.S. Route 42 to a pony spike set;

Thence South 80 degrees 25 minutes 36 seconds West, 128.69 feet to an iron pipe set (passing over an iron pipe at 42.54 feet);

Thence North 09 degrees 34 minutes 24 seconds West, 392.44 feet to an iron pipe set;

Thence North 80 degrees 25 minutes 36 seconds East, 537.30 feet to the point of beginning (passing over an iron pipe set at 494.76 feet);

Bearing South 36 degrees 35 minutes 00 seconds West assumed from Sheet 9 of 13 of Ohio Department of Transportation Right of Way plan, UNI. S.H. 241, Sec. F & G. Pt. on file in Ohio Department of Transportation District 6 office in Delaware, Ohio.

The tract described from an actual field survey performed on or about October 2, 1990, by Registered Surveyor Benjamin H. Cartwright, S-5456, contains 3.00 acres, more or less, subject to all previous easements and rights of way of record. All iron pipes set are ¾" x 30" galvanized pipe with yellow survey caps stamped S-6034/S-5456. The survey is recorded in Survey Record 12 in the office of the Union County Engineer.

Parcel Number 14-0009010.1000
Map Number 116-00-00-031.000
VMS 3244

O'KEEFFE:

TRACT I: (17-0013008.000)

Situated in the State of Ohio, County of Union, Township of Jerome, being a part of Virginia Military Survey No. 2365, containing 1.520 acres of land, more or less, out of that 13.71 acre tract of land described in deed to Harold L. Hays and Roberta B. Hays, of record in Deed Book 252, Page 339, Recorder's Office, Union County, Ohio, said 1.520 acres being more particularly described as follows:

Beginning for reference, at the centerline intersection of Hill Road (County Highway No. 14) with Jerome Road (County Highway No. 11-E), said reference point also being the northwesterly corner of said Virginia Military Survey NO. 2365;

Thence, from said reference point, N 88° 01' 00" E, with the centerline of said Hill Road (County Road No. 14) the same being the northerly line of said Virginia Military Survey No. 2365, a distance of 750.00 feet to a p.k. nail at the true point of beginning at the northwesterly corner of said 13.371 acre tract, said p.k. nail also being the northeasterly corner of that 12.90 acre tract described in a deed to Mark A. Marchi and Rosa Marchi, of record in Deed Book 246, Page 5, Recorder's Office, Union County, Ohio;

Thence from said true point of beginning, N 88° 01' 00" E, continuing with the centerline of said Hill Road (County Highway No. 14), the northerly line of said Virginia Military-Survey No. 2365 and with the northerly line of said 13.71 acre tract, a distance of 312.82 feet to a point;

Thence S 8° 28' 00" W, passing an iron pin on line at a distance of 25.42 feet, a distance of 229.42 feet to an iron pin;

Thence S 64° 33' 15" W, a distance of 37.13 feet to an iron pin;

Thence N 86° 16' 55" W, a distance of 117.89 feet to an iron pin;

Thence S 76° 28' 05" W, a distance of 36.26 feet to an iron pin;

Thence N 68° 18' 48" W, a distance of 32.69 feet to an iron pin;

Thence S 88° 38' 30" W, a distance of 41.65 feet to an iron pin in the westerly line of said 13.71 acre tract, the same being the easterly line of said 12.90 acre tract;

Thence N 4° 45' 00" W, with the westerly line of said 13.71 acre tract, the same being the easterly line of said 12.90 acre tract, passing an iron pin on line at a distance of 198.00 feet, a distance of 223.03 feet to the true point of beginning and containing 1.520 acres of land, more or less.

Subject to all rights of way, easements and restrictions, if any, or previous record. Also subject to all legal highways.

Map No. 127-00-00-013.000
VMS 2365

TRACT II: (17-0013007-000)

Situated in the County of Union, in the State of Ohio, and in the Township of Jerome and bounded and described as follows:

Being part of V.M.S. No., 2365 and bounded and described as follows:

Commencing at the point of intersection of the center-line of the Jerome Road (C.H. No. 11-E) with the centerline of the Hill Road (C.H. No. 14), said point being the northwesterly corner of said V.M.S. No. 2365;

Thence with the center-line of said Hill Road, being the northerly line of said V.M.S. No. 2365, North 88° 01' East 750 feet to the northeasterly corner of the Mark A. and Rosa Marchi 12.90 acre tract described in Union County Deed Record Volume 246, Page 5, being the true point of beginning;

Thence continuing with said road center-line North 88° 01' E 557 feet to a point, being the northeasterly corner of the 32.67 acre tract described in Union County Deed Record Volume 165, Page 183;

Thence with three (3) consecutive lines following the fence along the easterly lines of said 32.67 acre tract South 1° 19' East (passing over an iron point at 30 feet) 673.82 feet to an iron pin, South 28° 43' East 154.57 feet to an iron pin, and South 0° 15' West 278.60 feet to an iron pin in the northerly line of the Cuno and Louise H. Hullman 15.90 acre tract described in Union County Deed Record Volume 246, Page 126;

Thence with the said Hullman line South 88° 15' West 556.40 feet to an iron pin;

Thence North 4° 45' West (passing over an iron pin at 1071.56 feet) 1096.56 feet to the point of beginning.

Containing 13.71 acres, more or less, excepting the 1.520 acre tract of land described as Tract One above.

Subject to all rights of way, easements and restrictions, if any, or previous record. Also subject to all legal highways.

Map No. 127-00-00-012.000
VMS 2365

FRIEND:

Parcel I:

Situated in the Township of Jerome, County of Union and State of Ohio:

Being a part of Survey NO. 2991 and being more particularly described as follows:

Commencing at a railroad spike found in the intersection of County Road 11-C (Jerome Road) and County Road 17 (Wells Road), also being in the East line of Survey No. 2991 (West line of Survey No. 2365);

Thence along the centerline of Wells Road, South 80° 56' 00" West (passing over a railroad spike found at 603.33 feet) a total distance of 1772.38 feet to a railroad spike set at the True Place of Beginning of the herein described 2.00 acres tract of land;

Thence South 09° 04' 00" East (passing over a 5/8" solid iron pin set at 30.00 feet) a total distance of 465.89 feet to a 5/8" solid iron pin set;

Thence South 80° 56' 00" West a distance of 187.00 feet to a 5/8" solid iron pin set;

Thence North 09° 04' 00" West (passing over a 5/8" solid iron pin set at 435.89 feet) a total distance of 465.89 feet to a railroad spike set in the centerline of Wells Road;

Thence along the centerline of Wells Road, North 80° 56' 00" East a distance of 187.00 feet to the True Place of Beginning;

Containing 2.00 Acres more or less.

Subject to all easements, restrictions and rights-of-way of record.

All iron pins set are 5/8" solid iron pins with yellow plastic caps stamped Stults & Associates.

Bearings system based on the centerline bearing of Co. Rd. 17 (Wells Road)- South 80° 56' 00" West, taken from E.L. Kaufman's 1.0 Acre Tract of land as described in Deed Book 241, Page 256.

Parcel No. 17-0012051.1010
Map No. 126-00-00-046.000
VMS 2991

Parcel II:

The following described tract of land is situated in the State of Ohio, County of Union, Township of Jerome, VMS 2991, being part of Frances E. Barry, Trustee's original 83.51 acre tract described in Official Record 37, page 423, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Jerome Road (C.R. #11) with the centerline of Wells Road (CR. #17) (60 feet wide);

thence South 80°56'00" West 1959.42 feet, following the centerline of Wells Road, to a railroad spike found at the northwest corner of John L. and Maryanne M. Friend's 2.00 acre tract described in official record 45, page 475, said spike being in the north line of said 83.51 acre tract and marking the point of beginning

thence South 09°04'00" East 465.89 feet, following the west line of said 2.00 acre tract, passing at 30.00 feet, an iron pin found, to an iron pin found at the southwest corner of said 2.00 acre tract;

thence South 80°56'00" West 93.50 feet, entering said 83.51 acre tract, to an iron pin set;

thence North 09°04'00" West 465.89 feet, passing at 435.89 feet an iron pin set, to a PK nail set in the centerline of Wells Road and the north line of said 83.51 acre tract;

thence North 80°56'00" East 93.50 feet, following the centerline of Wells Road and the north line of said 83.51 acre tract, to the point of beginning, containing 1.000 acres, more or less, and subject to all valid easements and restrictions of record.:

I hereby certify that this description was prepared from an actual field survey made by me and that monuments were placed as indicated herein. Iron pins set are 5/8" x 30" reinforcing rods with caps marked "GUIDER S 7752." Basis of bearing: centerline of Wells Road from survey by Timothy L. Guider dated 6/18/97.

Parcel No. 17-0012051.2000
Map No. 126-00-00-050.001
VMS 2991

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

Tom McCarthy, Yea
Shaun Bailey, Yea

* * *

RESOLUTION NO. 26-415:

A Resolution Authorizing and Directing the County Administrator to Apply to the Ohio Public Works Commission for Clean Ohio Conservation Program Funds – Commissioners

The Board of County Commissioners hereby approves the Resolution Authorizing and Directing the County Administrator to Apply to the Ohio Public Works Commission for Clean Ohio Conservation Program Funds.

RESOLUTION NO. 26-415

A RESOLUTION AUTHORIZING AND DIRECTING THE COUNTY ADMINISTRATOR TO APPLY TO THE OHIO PUBLIC WORKS COMMISSION FOR CLEAN OHIO CONSERVATION PROGRAM FUNDS

WHEREAS, the Ohio Public Works Commission (OPWC) Administers financial assistance for environmental conservation projects through the Clean Ohio Green Space Conservation Program; and

WHEREAS, the Board of Union County Commissioners desires financial assistance through the Clean Ohio Green Space Conservation Program to complete the Cotton Slash Road Site Preservation Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, OHIO, THAT:

Section 1. The Board of Commissioners hereby authorizes the County Administrator to apply to the OPWC for Clean Ohio Conservation Program funds.

Section 2. The County Administrator is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Tom McCarthy introduced this resolution and moved its passage; Shaun Bailey seconded the motion; and after discussion, the chair called a roll call vote, and the results were:

Steve Robinson	Yes	No
Tom McCarthy	(Yes)	No
Shaun Bailey	(Yes)	No

Passed: September 16, 2026

ATTEST: Mallory Lehman
Mallory Lehman, Clerk

BOARD OF COUNTY COMMISSIONERS
UNION COUNTY, OHIO

Absent
Steve Robinson

Tom McCarthy
Tom McCarthy

Shaun Bailey

Approved as to Form:

Thayne D. Gray Sept. 16, 2026
Assistant Prosecuting Attorney

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

Tom McCarthy, Yea
Shaun Bailey, Yea

Mr. Narducci stated this allows him to apply for the Clean Ohio Preservation Grant through the Ohio Public Works Commission to purchase property on the Cotton Slash Road. The deadline for applying for this grant is Friday. The City and County are partnering together to purchase this 100-acre property, and the current owners would like to turn this property into a passive park. If this grant is awarded, the grant agreement will be in front of the Board for approval.

* * *

RESOLUTION NO. 26-416:

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 September 14, 2026.

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
6520	MACK INDUSTRIES INC.	091626	MIVC00257232	20263225	64,749.96	Pending approval	Engineer
	Engineers: Dog Leg Road Bridge concrete 12X5 box						

Commissioners 9/16/2026

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

Tom McCarthy, Yea
Shaun Bailey, Yea

* * *

RESOLUTION NO. 26-417:

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
350	1	9/11/2026	add funding			laltizer	310MH030	530650		Bldg Exp Maint Repair	9/11/2026	I	$ 150,000.00
		ADD'L DESC: Mental Health and Recovery Board of Union County - increasing budget for future expense.											
360	1	9/11/2026	Transfer			aking	25002200	530500		Contract Projects	9/11/2026	D	$ 300,000.00
360	2	9/11/2026	Transfer			aking	25002200	520185		Road Material	9/11/2026	I	$ 300,000.00
		ADD'L DESC: Engineer - moving budget line items within the same fund for future expenses.											

Commissioners 9/16/2026

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

Tom McCarthy, Yea
Shaun Bailey, Yea

* * *

ADMINISTRATOR ACTION NO. 26-091A:

Payment of Bills

County Administrator Bill Narducci approved the payment of regular purchase order bills and the "then and now" bills submitted for the week of September 14, 2026.

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
733	MCAULIFFE'S ACE	091626	430305	20260301	13.16	Pending approval	Sheriff
1127	QUILL CORPORATION	091626	50259625	20260383	13.62	Pending approval	Commissioners
3204	JOHN DEERE FINANCIAL	091626	475314	20260320	14.91	Pending approval	Sheriff
1127	QUILL CORPORATION	091626	50149010	20265091	16.54	Pending approval	Auditor
6853	PEACOCK WATER	091626	PEACOCKWAT	20260527	18.00	Pending approval	Clerk of Courts
128	MEMORIAL HOSPITAL UN	091626	237238	20265247	22.86	Pending approval	Sheriff
6354	KRAMER ENTERPRISES,	091626	0218315	20261156	22.89	Pending approval	Engineer
6354	KRAMER ENTERPRISES,	091626	0216889	20261156	22.89	Pending approval	Engineer
7406	AMAZON CAPITAL	091626	11KN-6P4P-9C	20261164	24.29	Pending approval	Engineer
521	MASI	091626	6239031	20261154	28.40	Pending approval	Engineer
521	MASI	091626	6238003	20261154	28.40	Pending approval	Engineer
521	MASI	091626	6233018	20261154	28.40	Pending approval	Engineer
521	MASI	091626	6233019	20261154	28.40	Pending approval	Engineer
4068	AGILE NETWORKS	091626	690488	20260572	31.00	Pending approval	Sheriff
4068	AGILE NETWORKS	091626	690489	20260572	31.00	Pending approval	Sheriff
2191	AMAZON	091626	1GYR-X19X79	20260568	32.38	Pending approval	Sheriff
3259	YONAK, GINGER	091626	237186	20265115	35.31	Pending approval	Commissioners
6853	PEACOCK WATER	091626	PEACOCKSEPT	20260552	36.00	Pending approval	Clerk of Courts
1127	QUILL CORPORATION	091626	50149321	20265091	40.00	Pending approval	Auditor
1380	UCO INDUSTRIES	091626	25629	20261681	40.00	Pending approval	Clerk of Courts
7610	RODGER, JUDGE RICK	091626	Walmart	20265239	40.00	Pending approval	Common Pleas-Juv/Prob
7406	AMAZON CAPITAL	091626	1V9W-V7KV-L	20262345	40.88	Pending approval	Prosecutor
4356	KONICA MINOLTA BUSIN	091626	509965972	20261165	41.14	Pending approval	Engineer
4356	KONICA MINOLTA BUSIN	091626	509966069	20261165	41.14	Pending approval	Engineer
521	MASI	091626	6246204	20261154	41.70	Pending approval	Engineer
521	MASI	091626	6232110	20261154	41.70	Pending approval	Engineer
4356	KONICA MINOLTA BUSIN	091626	3 invoice total	20265211	49.40	Pending approval	Human Services
1830	KLOSTERMAN BAKING	091626	1060601683	20260424	49.56	Pending approval	COYC
17	VILLAGE OF RICHWOOD	091626	Aug 2026	20261140	60.98	Pending approval	Engineer
177	UNION RURAL ELECTRIC	091626	8/1-9/1 Warn	20261139	64.00	Pending approval	Engineer
1380	UCO INDUSTRIES	091626	25626	20262257	65.00	Pending approval	Common Pleas-Juv/Prob
177	UNION RURAL ELECTRIC	091626	8/1-9/1 Bear S	20261157	66.00	Pending approval	Engineer
7406	AMAZON CAPITAL	091626	1DLR-P4L9-QC	20260902	69.98	Pending approval	Commissioners
177	UNION RURAL ELECTRIC	091626	8/1-9/1 FedEX	20261139	77.53	Pending approval	Engineer
521	MASI	091626	6144031	20261154	83.40	Pending approval	Engineer
521	MASI	091626	6237015	20261154	83.40	Pending approval	Engineer
3259	YONAK, GINGER	090926	CNSUPREIMB	20265147	85.97	Pending approval	Commissioners
1338	GRAPHIC STITCH INC	091626	50412	20265094	87.50	Pending approval	Auditor
1127	QUILL CORPORATION	091626	50225516	20260383	87.98	Pending approval	Commissioners
177	UNION RURAL ELECTRIC	091626	8/1-9/1 Mitch	20261139	90.00	Pending approval	Engineer
139	OHIO EDISON COMPANY	091626	Aug 2026	20261142	94.91	Pending approval	Engineer
177	UNION RURAL ELECTRIC	091626	8/1-9/1 Inskee	20261139	97.30	Pending approval	Engineer
7930	GUARDIAN ALLIANCE	091626	36572	20260587	100.00	Pending approval	Sheriff
2238	LEXISNEXIS	091626	1100354156	20262329	109.00	Pending approval	Prosecutor
521	MASI	091626	6146179	20261154	113.60	Pending approval	Engineer
1497	AUTO ZONE INC	091626	01731613304	20260495	122.25	Pending approval	Sheriff
886	DAVE'S PHARMACY	091626	1386, 126, 13	20261890	125.50	Pending approval	COYC
10376	STRAYTON, JAMES	09162026	237246	20265273	136.37	Pending approval	EMA
2238	LEXISNEXIS	091626	1100352657	20265210	150.00	Pending approval	Human Services
4239	MORPC	091626	47875	20264983	150.00	Pending approval	Commissioners
1497	AUTO ZONE INC	091626	237195	20263410	150.36	Pending approval	Facilities
833	VERIZON WIRELESS GRE	091626	6152383161:0	20261126	152.16	Pending approval	Engineer
1380	UCO INDUSTRIES	091626	25624	20265216	168.00	Pending approval	Human Services
52	DAYTON POWER & LIGHT	091626	237178	20264327	168.79	Pending approval	Facilities
1873	PARR PUBLIC SAFETY E	091626	INV126508	20260313	172.69	Pending approval	Sheriff
9268	NPELRA	091626	25677	20265223	175.00	Pending approval	Common Pleas-Gen
177	UNION RURAL ELECTRIC	091626	8/1-9/1 M Op:	20261139	176.38	Pending approval	Engineer
139	OHIO EDISON COMPANY	091626	Aug 26	20261155	177.42	Pending approval	Engineer
4009	MIDWEST PHOTO	091626	3-0725038-01	20265181	180.00	Pending approval	Prosecutor
583	SHERWIN WILLIAMS	091626	71601142640	20265235	181.42	Pending approval	COYC
4960	SHRED IT COLUMBUS	091626	8015326373	20260419	183.94	Pending approval	COYC

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
177	UNION RURAL ELECTRIC	091626	237173	20261103	186.63	Pending approval	Facilities
2191	AMAZON	091626	1DCR-GXQC-4	20260310	199.99	Pending approval	Sheriff
733	MCAULIFFE'S ACE	091626	K30210	20260421	209.97	Pending approval	COYC
8299	HAIX NORTH AMERICA	091626	260019098	20260509	218.95	Pending approval	Sheriff
8630	FOX SUPPLY, LLC	091626	167066	20265242	219.55	Pending approval	COYC
177	UNION RURAL ELECTRIC	091626	8/1-9/1 Crotti	20261157	220.00	Pending approval	Engineer
1873	PARR PUBLIC SAFETY E	091626	INV126462	20264642	225.60	Pending approval	Sheriff
9	AQUA SCIENCE INC	091626	162723	20260358	244.96	Pending approval	Facilities
999	GALLS, LLC	091626	036156230	20264134	253.63	Pending approval	Common Pleas-Gen
1179	PERRY PROTECH	091626	inv1435566	20260549	254.35	Pending approval	Clerk of Courts
1873	PARR PUBLIC SAFETY E	091626	INV125955	20260503	263.92	Pending approval	Sheriff
7406	AMAZON CAPITAL	091626	1jhf-77mn-t7r	20260550	286.00	Pending approval	Clerk of Courts
4356	KONICA MINOLTA BUSIN	091626	509966551	20261165	292.82	Pending approval	Engineer
177	UNION RURAL ELECTRIC	091626	8/1-9/1 Darby	20261157	310.00	Pending approval	Engineer
9495	ADVANCED MEDICAL	091626	INV-24-895	20265197	312.00	Pending approval	Human Services
552	TREASURER STATE OH (	091626	5763083	20261556	330.25	Pending approval	Facilities
8770	OHIO BALIFFS & COURT	091626	2026101	20265224	349.00	Pending approval	Common Pleas-Gen
10618	LIFESTATION, INC.	091626	8392841	20265199	360.00	Pending approval	Human Services
1127	QUILL CORPORATION	091626	50136918	20265091	368.83	Pending approval	Auditor
833	VERIZON WIRELESS GRE	091626	6151823707	20260349	370.20	Pending approval	Facilities
10198	WHARTON, KOTA	091626	INV-377	20261171	396.00	Pending approval	Engineer
239	CAPITOL COPY INC	091626	INV8908535,5	20265212	401.77	Pending approval	Human Services
177	UNION RURAL ELECTRIC	091626	237175	20261103	414.63	Pending approval	Facilities
9208	RAY, NICOLE	091626	8/13-8/24/26	20260185	423.32	Pending approval	Common Pleas-Juv/Prob
177	UNION RURAL ELECTRIC	091626	8/1-9/1 Parrot	20261157	425.00	Pending approval	Engineer
4420	AT&T	091626	419R0103810	20260573	445.35	Pending approval	Sheriff
4420	AT&T	091626	419R0104070	20260573	445.35	Pending approval	Sheriff
1873	PARR PUBLIC SAFETY E	091626	INV126617	20261751	450.00	Pending approval	Sheriff
4835	BUCKEYE STATE ED	091626	237179	20264850	450.00	Pending approval	Sheriff
2171	BRICKER GRAYDON, LLP	091626	5273358	20263221	468.75	Pending approval	Commissioners
1127	QUILL CORPORATION	091626	50133556	20265091	477.67	Pending approval	Auditor
177	UNION RURAL ELECTRIC	091626	237174	20261103	485.92	Pending approval	Facilities
1612	BOGGS, ALISON	091626	case 2026PMC	20265228	495.00	Pending approval	Common Pleas-Juv/Prob
10602	CUNNINGHAM, DOUGLAS	091626	8/2026	20265221	502.88	Pending approval	Human Services
733	MCAULIFFE'S ACE	091626	29641 8/31/2	20260421	518.30	Pending approval	COYC
1299	APCO INC	091626	1248148	20260643	595.00	Pending approval	Sheriff
4068	AGILE NETWORKS	091626	690486	20260126	600.00	Pending approval	Auditor
10668	SCHUMACHER, STACY M.	091626	954	20265227	600.00	Pending approval	Common Pleas-Gen
177	UNION RURAL ELECTRIC	091626	990700 9/5/2	20260420	602.96	Pending approval	COYC
1127	QUILL CORPORATION	091626	50186302	20260540	629.96	Pending approval	Clerk of Courts
9859	TYLER TECHNOLOGIES I	091626	070-113081	20260013	646.75	Pending approval	Auditor
833	VERIZON WIRELESS GRE	091626	6151959278	20260594	752.72	Pending approval	Sheriff
4068	AGILE NETWORKS	091626	690487	20260572	760.00	Pending approval	Sheriff
10198	WHARTON, KOTA	091626	INV-376	20261171	760.00	Pending approval	Engineer
9912	INTERSTATE BILLING S	091626	1318120, 1318	20265209	787.03	Pending approval	Human Services
833	VERIZON WIRELESS GRE	091626	6152383161	20261169	787.22	Pending approval	Engineer
1534	US BANK	091626	289903319	20260166	811.94	Pending approval	Auditor
8449	AUNALYTICS, INC.	091626	30055257	20260524	850.00	Pending approval	Clerk of Courts
177	UNION RURAL ELECTRIC	091626	8/1-9/1 Raymi	20261157	875.54	Pending approval	Engineer
9268	NPELRA	090926	YONAK ATC Di	20265145	890.00	Pending approval	Commissioners
5469	LENOVO INC.	091626	N301099714	20265089	973.56	Pending approval	Commissioners
4433	GREAT AMERICA LEASIN	091626	42860587	20261543	1,100.22	Pending approval	Common Pleas-Juv/Prob
1451	TISCH, TERRI L. BLOO	091626	857	20262676	1,150.25	Pending approval	Commissioners
10496	FOXSTER OPCO, LLC	091626	CINV-228843	20265203	1,210.00	Pending approval	Human Services
29	MEGACITY FIRE PROTEC	091626	515987	20265238	1,210.75	Pending approval	COYC
9912	INTERSTATE BILLING S	091626	8/31 Stmt	20265204	1,223.57	Pending approval	Human Services
1338	GRAPHIC STITCH INC	091626	50354	20264473	1,286.70	Pending approval	Commissioners
8653	ZOOM VIDEO COMMUNICA	091626	369059266	20265225	1,316.55	Pending approval	Common Pleas-Juv/Prob
3105	SONSTEIN, JO	091626	8/2026	20265220	1,342.01	Pending approval	Human Services
177	UNION RURAL ELECTRIC	091626	8/1-9/1 Millcr	20261157	1,347.00	Pending approval	Engineer
999999	DEBRA & TERRY SETSER	RE091626	06000909100		1,421.69	Pending approval	Treasurer

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
1534	US BANK	091626	589887587	20262281	1,452.19	Pending approval	Prosecutor
451	SMART OIL COMPANY	091626	108069	20261144	1,682.50	Pending approval	Engineer
6330	CDA, INC.	091626	18219	20261717	1,981.00	Pending approval	Common Pleas-Juv/Prob
7222	FLEWELLING, ERIC	091626	8/2026	20265226	1,990.70	Pending approval	Human Services
10688	GORDON FOOD SERVICE	091626	9039548690, 9	20265241	2,006.80	Pending approval	COYC
451	SMART OIL COMPANY	091626	108071	20261144	2,172.50	Pending approval	Engineer
10120	ABBRUZZESE, MARCUS	091626	8/2026	20265240	2,480.00	Pending approval	Human Services
52	DAYTON POWER & LIGHT	091626	237182	20264159	2,527.07	Pending approval	Facilities
633	J J KELLER & ASSOC	091626	9111541189	20261518	2,683.00	Pending approval	Facilities
2284	DELAWARE COUNTY TREA	091626	U110852	20261160	3,591.87	Pending approval	Engineer
1212	TREASURER STATE OH (	091626	0568207-IN	20260248	4,180.00	Pending approval	Sheriff
1605	CARDONE, JULIE	091626	8/2026	20265205	4,620.00	Pending approval	Human Services
1511	RICHWOOD INDEPENDENT	091626	2026-2	20265192	5,192.00	Pending approval	Commissioners
52	DAYTON POWER & LIGHT	091626	237180	20264159	5,231.47	Pending approval	Facilities
451	SMART OIL COMPANY	091626	108066	20261144	6,727.00	Pending approval	Engineer
52	DAYTON POWER & LIGHT	091626	237184	20264159	6,859.40	Pending approval	Facilities
1354	SPECIALIZED ALTERNAT	091626	AUG2026	20265218	8,551.97	Pending approval	Human Services
1500	SAFEHOUSE MINISTRIES	091626	101010423	20265219	9,300.00	Pending approval	Human Services
4472	CAREGIVER USA CORP	091626	1285-23	20265196	9,427.50	Pending approval	Human Services
9331	VISION GOVERNMENT SO	091626	123564	20265262	11,275.00	Pending approval	Auditor
10206	THE JULIA PAIGE FAMI	091626	0926-80A	20265206	11,284.00	Pending approval	Human Services
1973	VILLAGE NETWORK	091626	0926-1237	20265217	12,105.50	Pending approval	Human Services
1873	PARR PUBLIC SAFETY E	091626	INV126615	20261843	15,417.02	Pending approval	Sheriff
9380	NICOL, DEREK R	091626	22545	20264190	49,947.80	Pending approval	Engineer

Administrator 9-16-26
9/16/2026

* * *

ADMINISTRATOR ACTION NO. 26-092A:

Transfer of Appropriations and/or Funds

County Administrator Bill 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
398	1	9/14/2026	Subscr trx			jdavenport	35001508	510100		salary	9/14/2026	D	$ 8,000.00
398	2	9/14/2026	Subscr trx			jdavenport	35001508	520155		subscription	9/14/2026	I	$ 8,000.00
		ADD'L DESC: Human Services- moving funds between objects in the same fund for future expenses.											
345	1	9/11/2026	Amendment			aking	25242208	510305		medical insurance	9/11/2026	I	$ 3,000.00
345	2	9/11/2026	Amendment			aking	25242208	510320		life insurance	9/11/2026	I	$ 32.00
		ADD'L DESC: Engineer - increasing funds for end of year expenses.											

Bill Narducci
Administrator

9.16.26
9/16/2026

TRANSFER FORM

_____Wednesday (Due to the Auditor by noon Monday)

Department: Mental Health & Recovery Board **Date:** September 10, 2026

RESOLUTION RE: TRANSFER OF FUNDS

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

	Fund Name	Org Number	Object Name		Object Number	Project Number
From:	Mental Health	310MH200	Contract Services	Exp	530100	
To:	CUCF	94243200	Grants	Rev	450105	
		Amount: $	35,000			

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

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

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

Reason for Request:
Operational Support - SFY 26

Approved by Administrator WAN

Roll call vote resulted as follows:

Steve Robinson _____
Tom McCarthy _____
Dave Lawrence _____

cc: Auditor
Originator
Resolution File

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):*** LA

revised 1/2/2025

Auditor's Office Approval MW 9/11/26

TRANSFER FORM

_____Wednesday (Due to the Auditor by noon Monday)

Department: Union County Board of DD **Date:** 09-09-2026

RESOLUTION RE: TRANSFER OF FUNDS

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

	Fund Name	Org Number	Object Name		Object Number	Project Number
From:	UCBDD	35240608	Contract Services	Exp	530100	
To:	Auditor-IT	04040700	DP Charges for Services	Rev	420107	
		Amount: $	8.97			

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

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

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

Reason for Request:
Shared Ducusign Fees 06/06-09/08/2026

Approved by Administrator WAN

Roll call vote resulted as follows:

Steve Robinson _____
Dave Burke _____
Dave Lawrence _____

cc: Auditor

C.J.

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 12/28/2022

Auditor's Office Approval MW 9/11/26

TRANSFER FORM

_____ Wednesday (Due to the Auditor by noon Monday)

Department: Mental Health & Recovery Board **Date:** September 10, 2026

RESOLUTION RE: TRANSFER OF FUNDS

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

	Fund Name	Org Number	Object Name		Object Number	Project Number
From:	Mental Health	310MH200	Contract Services	Exp	530100	
To:	Common Pleas Court	04140000	Revenue	Rev	428002	
		Amount: $	425.91			

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

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

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

Reason for Request:
SOS 4.1 Carryover

Approved by Administrator WAN

Roll call vote resulted as follows:

Steve Robinson _____
Tom McCarthy _____
Dave Lawrence _____

cc: Auditor
Originator
Resolution File

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):* LA

revised 1/2/2025

Auditor's Office Approval MW 9/11/26

TRANSFER FORM

____ Wednesday (Due to the Auditor by noon Monday)

Department: Union County Engineer **Date:** September 9, 2026

RESOLUTION RE: TRANSFER OF FUNDS

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

	Fund Name	Org Number	Object Name		Object Number	Project Number
From:	M & G Fund	25042200	Contract Services	Exp	530100	
To:	Rotary	20943808	Scales	Rev	420120	
		Amount: $	413.01			

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

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

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

Reason for Request:
Reimbursement request for overtime wages and fringe benefits for Deputy Pete Lenhardt while working Commercial Vehicle Enforcement.
Deputy Lenhardt worked on Friday, August 28, 2026, 1300-1800.
Invoice #2026-110

Approved by Administrator w/Am

Roll call vote resulted as follows:

Steve Robinson _____
Tom McCarthy _____
Shaun Bailey _____

cc: Auditor
Originator
Resolution File

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 9/11/26

* * *

ADMINISTRATOR ACTION NO. 26-093A:

Capital Equipment Request – Facilities

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

Requisition	Entry Date	Description	Amount	Status	Vendor Name	Department
26005681	09/16/2026	Fac tractor plow blade and sno	21,915.23	Released	DEERE AND COMPANY	Facilities

Bill Narducci 9-16-26
Administrator 9/16/2026

* * *

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, September 11, 2026

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 [1]not exceed the [2] August 3, 2026 amended estimate of resources for the fiscal year beginning January 1st, 20 26, as determined by the Budget Commission of said County.

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

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

Funds
252 – Roads and Bridges
310 – Mental Health

* * *

*County Administrator Bill Narducci provided the following updates:

- He attended the Midwest U.S. Japan Conference lasts week in Indianapolis. Next years conference will be in Japan.
- When the Cadence Solar project was approved, there was a parcel of land not included in the QEP. He has been in contact with the Department of Development, and an amendment, approved by the Board, to the agreement will need to be made to approve this parcel. The deadline for this is next Friday.
- Commissioner McCarthy asked if this was a clerical error made by Cadence Solar, and Mr. Narducci stated it was. This parcel was left out of the original QEP application, and the amendment will not be approving the project.
- Mr. Gray stated the parcel only has underground cabling and no above ground building improvements.

* * *

*Assistant County Prosecutor Thayne Gray provided the following updates:

- He is working on several public records requests.
- He will be out of the office on October 14 and will not be attending session.

* * *

*Budget Analyst Janell Alexander provided the following updates:

- No report.

* * *

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

- No report.

* * *

*Commissioner Shaun Bailey provided the following updates:

- He will be attending the Gold Star luncheon this afternoon. Josh Holtshulte and Pam Milhoun will be presented with their awards.
- He attended the last BOR meeting yesterday.
- The Land Bank met last Thursday for a special meeting. They reviewed the bids received for the Brownfield Grant Program.

* * *

*Commissioner Steve Robinson provided the following updates:

- He attended the LUC meeting last week to discuss the 2027 budget. They will be raising the fees for subdivisions to be closer to Delaware County's fees. It will be approved at next month's meeting.
- He met with City Manager Kimberly Sharp, and he appreciated her time.

* * *

*Commissioner Tom McCarthy provided the following updates:

- He attended the Midwest U.S. Japan Conference in Indianapolis with Mr. Narducci.
- FestiFair is this weekend and Main Street Marysville puts a lot of work into this event. He encouraged everyone to attend.

* * *

RESOLUTION NO. 26-418:

Executive Session – Pursuant to O.R.C. 121.22(G)(8) – To Consider Confidential Information Relative to Marketing Plans of an Applicant for Economic Development – Commissioners

The County Commissioners do hereby approve entering into executive session at 9:05 a.m. for the purpose of considering Confidential Information Relative to Marketing Plans of an Applicant for Economic Development. In attendance were: Bill Narducci, County Administrator; Janell Alexander, Budget Analyst; Thayne Gray, Assistant County Prosecutor; Mallory Lehman, Clerk to the Board; Eric Phillips, Economic Development Director; Jeff Stauch, County Engineer; and Josh Holtschulte, Design Engineer.

The session ended at 10:21 a.m.

No action was taken.

A motion was made by Shaun Bailey and seconded by Tom McCarthy that this resolution be adopted and carried by the following vote:

Tom McCarthy, Yea
Shaun Bailey, Yea

* * *

Engineer's Office Update – Jeff Stauch, County Engineer and Josh Holtschulte, Design Engineer:

- The small bridge replacement on Davis Road is completed, and work on the Dog Leg Road bridge will begin soon.
- The office is catching up on drainage requests and repairs from the recent heavy rains.
- Paving on township roads and part of Richwood will be starting soon. The weather has pushed back the start date for this project.
- Repair work on the Axe Handle Road will start in mid-October.
- Commissioner McCarthy asked how long the repairs will take, and Mr. Stauch stated no longer than a month,
- The feasibility study for the operations garage is complete, and he will present this to the Board in the future.
- He met with the new Accounts Administrator, Ashleigh King, and Ms. Alexander to talk have preliminary budget discussions.
- Commissioner Bailey asked when the bridge work on State Route 38 will be complete, and Mr. Stauch stated it should be done soon.
- Commissioner McCarthy stated there is a closure on Raymond Road and it has added to residents' frustrations about traffic.
- Mr. Stauch stated there are some road closures the Engineer's Office did not know about, and they can understand frustrations.

- Commissioner McCarthy asked when construction for the roundabout on 5th Street will start, and Mr. Stauch stated 2028.
- Mr. Narducci stated a portion of Watkins Road is closed on State Route 42, and he did not see any signs regarding a closure until this morning. All traffic is being re-routed to Brown Road for a week.
- Mr. Stauch stated he did not know about that road closure either.

* * *

*Commissioner McCarthy adjourned the meeting at 10:32 a.m.

The preceding minutes were read and approved October 7, 2026.

Digitally signed by Tom McCarthy
DN: cn=Tom McCarthy, o=Commissioners, ou=Commissioner, email=commissioners@unioncountyohio.gov, c=US
Date: 2026.10.07 13:24:59 -04'00'

Tom McCarthy
Commissioner

Digitally signed by Steve Robinson
DN: cn=Steve Robinson, o=Commissioners, ou=Commissioner, email=commissioners@unioncountyohio.gov, c=US
Date: 2026.10.07 13:25:21 -04'00'

Steve Robinson
Commissioner

Digitally signed by Shaun Bailey
DN: cn=Shaun Bailey, o=Commissioners, ou=Commissioner, email=commissioners@unioncountyohio.gov, c=US
Date: 2026.10.07 13:25:49 -04'00'

Shaun Bailey
Commissioner

Digitally signed by Mallory Lehman
DN: cn=Mallory Lehman, o=Commissioners, ou=Clerk to the Board, email=mlehman@unioncountyohio.gov, c=US
Date: 2026.10.07 13:26:07 -04'00'

Mallory Lehman, Clerk to the Board