

Linda Allen
Councilmember

Linda Burke
Mayor

Lisa Fedor
Councilmember

Sharon Carmack
Councilmember

Maryan Harrison
Councilmember

Brenda Combs
Vice-Mayor

Councilmember

**CITY OF SOUTH LEBANON
ORGANIZATIONAL MEETING AND
REGULAR MEETING OF COUNCIL
AGENDA**

January 6, 2026, at 5:30 P.M.

1. Meeting Call to Order
2. Roll Call
3. Prayer/Pledge of Allegiance
- 4. Organizational meeting of Council as required by Charter Section 3.11(A)**
 - a) Election of Vice Mayor
 - b) 2026 Council Committee Assignments

5. Oath of Office Ceremony

Approval of Meeting Minutes:

Special Meeting – December 11, 2025
Regular Meeting – December 18, 2025

9. Old Business: None

10. Communications and reports from City Officials and Committees

- a. Mayor
- b. Director of Finance
- c. Administrator
- d. Public Works Director
- e. Clerk of Council
- e. Law Director
- f. Sergeant
- g. Council Members

11. Adjournment

Members of the public may address the Council during the Open Forum segment of the agenda. Citizens desiring to address the Council must sign the visitor sheet and state their name and address prior to speaking. Comments are limited to three minutes. Large groups are encouraged to select no more than three spokespersons.

CITY OF SOUTH LEBANON, OHIO RULES OF COUNCIL

The Council of the City of South Lebanon, Ohio shall operate according to the following Rules:

A. Compliance with Law

The Rules of the Council of the City of South, Lebanon, Ohio (“the Rules”) shall be in addition to all provisions set forth in the Charter of the City of South Lebanon, Ohio (“the Charter”) and Ohio law. To the extent the Rules conflict with the Charter and Ohio law, the Charter and Ohio law shall apply.

B. Meetings of Council

1. **Regular Meetings**: Regular meetings of Council shall be held on the first and third Thursdays of each month and shall commence at 6:00 p.m.
2. **Workshop Meetings**: A Workshop meeting of Council shall be held immediately following the first Regular meeting of the month. No formal action of Council shall be taken during a Workshop meeting.
3. **Special Meetings**: Special meetings are governed by Section 3.12 of the Charter. Unless otherwise provided in the notice of any such special meeting, special meetings shall commence at 6:00 p.m. on the day provided in the notice.
4. **Open to the Public**: All meetings of Council shall be open to the public and held in accordance with the Charter and Ohio law and, unless otherwise ordered by majority vote of the Council, shall be held in Council Chambers in the Municipal Building currently located at 10 High Street, South Lebanon, Ohio 45065.

C. The Chair – Powers and Duties

1. **Roll Call**: The Mayor shall take the chair at the hour appointed by Council to meet and shall immediately call the meeting to order. The role shall be called by the Clerk of Council, who shall enter into the minutes of the meeting the names of the members present. If a quorum is present, the meeting shall proceed consistent with the rules. If there is not a quorum, then the Mayor shall adjourn the meeting.
2. **Temporary Chair**: If the Mayor is absent, the Vice Mayor shall call the meeting to order and chair the meeting. If both the Mayor and Vice Mayor are absent, the Clerk of Council shall call the meeting to order and call the role. If a quorum is present, Council shall proceed to elect, by a majority vote, a temporary chair for the meeting.
3. **Appeals from Decision of the Chair**: The chair shall preserve decorum and decide all questions on order, subject to appeal to Council. If there is an appeal from a ruling of the chair, the question shall be: “Shall the decision of the chair stand as the decision of

Council?” If a member violates the rules, the Chair shall call him or her to order, in which case he or she shall relinquish the floor, unless permitted to explain.

4. **Votes:** All questions shall be stated by the Chair. In the case of a roll call vote, the roll call shall be taken by the Clerk of Council. Upon completion of the roll call, the Clerk of Council shall announce the result. The result of an oral vote, such as on a Motion to Adjourn, shall be declared by the chair without reference to the Clerk. Where the results of an oral vote are in doubt, the chair may, and on the demand of any member shall, call for a roll call vote. It shall not be an order for members to explain their votes during the call of the roll.

D. Members of Council – Duties and Privileges

1. **Seating Arrangements:** Seats in the Council chambers shall be arranged at the discretion of the Mayor.
2. **Addressing the Chair:** Members, when about to speak to a question or make a motion, shall address the chair as “Mayor”, who shall then pronounce the name of the member entitled to the floor. Members addressing Council shall confine themselves to the question under debate and avoid personalities.
3. **Limitations on Debate:** No member shall be aloud to speak more than once upon any one subject until every member choosing to speak has spoken, no more than twice upon the same subject, nor for a longer time than five minutes each, without leave of Council as expressed by a majority vote of the members present.
4. **Voting:** Council shall vote in order of the roll call, with each member voting by use of the word “yea” or “nay” or “yes” or “no”. Any member who abstains from voting shall be deemed to have voted with a majority on the issue at hand, unless the member was prohibited from voting by Ohio law or was compelled to abstain by circumstances which in his or her opinion give rise to a conflict of interest.
5. **Division of a Question:** On demand of any member, a question under consideration that covers two or more subjects shall be divided where the question admits of such division.
6. **Personal Privilege:** The right of a member to address the Council on a question of personal privilege shall be limited to cases in which his or her integrity, character, or motives are assailed, questioned, or impuned.
7. **Dissents and Protest:** Any member shall have the liberty to consent to or protest against any Council ordinance, resolution, or decision, and have the reason or reasons thereof entered upon the journal. Such dissent may be made in writing, in respectful language, and presented to Council not later than the next regular meeting following the passage of such ordinance, resolution, or decision.

8. **Demand for Roll Call:** Any member may demand a roll call vote upon any question before Council at any time before the decision on said question is announced by the chair.
9. **Excusal from Attendance:** Any member who will be absent from a meeting shall notify the Mayor, Clerk of Council, or City Administrator of such absence as soon as possible before such meeting. Absences reported shall be brought before Council for approval and inclusion in the minutes.
10. **Excusal During Meeting:** No member shall be excused while Council is in session except upon permission of the chair.

E. Order of Proceedings

1. **Agendas:** The Clerk of Council shall prepare the agenda for each meeting and make available to each Council member and other individuals as necessary, copies of the agenda, along with copies of items of business filed by Council members, ordinances, resolutions, petitions, correspondence, reports, or any other items placed on the agenda. These packets shall be made available, to the extent possible, to each member not later than 48 hours before the meeting. The deadline for filing of agenda items shall be no later than 12:00 p.m. on the Monday before the meeting, unless otherwise approved by the City Administrator. Copies of the agenda will be available in Council chambers for the use of the public.
2. **Order of Business:** At all regular meetings of Council, the order of procedure shall be as follows unless otherwise provided herein or by majority vote of Council:
 - a. Call to order at 6:00 p.m.
 - b. Roll Call
 - c. Pledge of Allegiance
 - d. Approval of Minutes of Prior Meetings
 - e. Guests
 - f. Floor open to the public. Any items brought before Council by a citizen of an administrative nature shall be referred to the City Administrator for a report at the next regular meeting. Any matter of a policy nature shall be placed on the agenda of the next regular Council meeting. Citizens desiring to address Council must sign the visitor sheet and state their name and address prior to speaking. Comments are limited to three minutes. Large groups are encouraged to select no more than three spokespersons.
 - g. New business
 - h. Old business
 - i. Communications or reports from City Officials, Committees, and Boards
 - j. Adjournment

3. **Change in Order of Proceedings:** Upon motion of any member, the order of business in any meeting may be altered by affirmative vote of the majority of the members present.

F. Motions

1. **Passage of Motions:** When a motion is made, it shall be stated by the chair before debate. Any member may demand that it be reduced to writing. A motion shall not be withdrawn by the movant without the consent of Council. A motion must be seconded in order to be brought to a vote and the motion shall be deemed passed if it receives the affirmative vote of a majority of the members of Council according to the charter.
2. **Order of Procedure:** When a question is before Council, no motion shall be entertained except for the following:
 - a. To adjourn
 - b. To lay on the table
 - c. Previous question
 - d. To postpone to a certain time
 - e. To refer
 - f. To amend
 - g. To postpone indefinitely

Said motions shall have precedence in the foregoing order.

3. **Motion to Adjourn:** A motion to adjourn shall be an order at any time except as follows:
 - a. When repeated without intervening business or discussion
 - b. When another member is speaking
 - c. When the previous question has been ordered
 - d. While a vote is being taken

A motion to adjourn is not debatable, except as to the time to which the meeting shall be adjourned.

4. **Motion to Lay on the Table:** A motion to lay on the table shall preclude all amendments or debate of the subject under consideration. If the motion prevails, the consideration of the subject may be resumed upon motion of a member voting with the majority and the consent of the majority of the members present.
5. **Previous Question:** Previous question shall be stated in these words: "Shall debate now close?" The motion shall pass if the majority of the members present shall favor it. If the motion is ordered, there shall be no further amendment or debate, but the question shall be put immediately to a vote.

6. **Motion to Postpone**: Motions to postpone may be amended as to time, except a motion to postpone indefinitely. If a motion to postpone indefinitely is carried, the principal question shall be declared lost.
7. **Motion to Amend**: A motion to amend shall be susceptible of but one amendment. An amendment once rejected may not be moved again in the same form.
8. **Motion to Suspend Rules**: Section 4.04 of the Charter shall be applicable.
9. **Motion to Reconsider**: A motion to reconsider a proposal that has been acted upon favorably must be made before adjournment of the session of Council at which the vote was taken. A motion to reconsider any other action taken by Council may be made not later than the next regular meeting after the vote of Council thereon. In either case, such motion may be made only by a member who voted with the prevailing side. The concurrence of a majority of the members present shall be sufficient for reconsideration of the vote. If a motion for reconsideration is lost, it shall not be entertained again.
10. **Motion to Pass Ordinance or Resolution**: The reading and passage of each ordinance or resolution shall be made pursuant to the Charter. A suggested statement of a motion for emergency ordinances is as follows:
 - a. "I move to suspend the rule requiring the reading of ordinance number ____ on two separate days and authorize adoption on the first reading."
 - b. "I move to adopt ordinance number ____."

G. Committees

1. **Standing Committees**: In order to facilitate the functioning of Council and to coordinate Council's operations with the City Administrator and Administration, the following committees of Council are hereby established. These committees are intended to compliment and not conflict with the duties of the City Administrator and the Administration as developed in the Charter. All committees are developed to assist the Administration and to provide Council with information regarding the functions of the City.
 - a. Finance and Budget Committee
 - b. Economic Development Committee
 - c. Parks and Recreation Committee
 - d. Personnel Committee
 - e. Public Works Committee
 - f. Public Utilities Committee
 - g. Annexation Committee
 - h. Events Committee
 - i. New Housing Authority Review Committee

2. Special Committees: Special committees for particular purposes may be formed and appointed by the Mayor at any time.

H. Miscellaneous

1. Record of Proceedings: The Clerk of Council shall maintain a written record of all meetings of Council, which shall be approved at the following regular meeting if possible. To assist the Clerk of Council in reviewing the proceedings and maintaining the record of Council meetings, audio recordings shall be taken and maintained for a period of two years. There shall be no audio and/or video recording device used by anyone except by the Clerk of Council for the purpose of maintaining audio and/or video recordings of Council meetings.
2. Decorum in Council Chambers: The chair shall maintain decorum in Council chambers during sessions. Persons, other than members of Council, City Officials, and Members of the Press, shall not be permitted upon the floor of the Council, or to address Council, except upon introduction by the chair or a member of Council. ~~If anyone, other than a municipal official, desires to speak to a member of Council while it is in session, the member, if agreeable to the request, shall leave his seat and retire to the rear of the Council chambers or elsewhere until the conversation is finished.~~
3. Amending Rules: A majority vote is required to alter, amend, rescind, or supplement these rules. Any proposed alterations, amendments, or supplements shall be submitted in writing at a regular meeting and placed on the agenda for the next regular meeting under the Order of new business. Such proposed alterations, amendments, or supplements may be adopted at the meeting at which the same are submitted.
4. Law Director: The Law Director shall, when requested by a member of Council, give a verbal opinion on any question of law concerning municipal affairs, in open Council, but he may if he deems the matter of importance, take a reasonable time to submit his opinion in writing.
5. Use of Electronic Devices: With the exception of the City-provided devices to Council members, the use of personal electronic devices within the Council Chambers is strictly prohibited while a Council meeting is in-session, unless granted permission by the Chair. This shall include City officials and audience members.
6. Social Media Activity: No member of Council shall post, comment or share on any social media platform where such activity of an individual member of Council could be construed (either explicitly or implicitly) as being an official or approved representation of the City or the City Council.

CITY OF SOUTH LEBANON
COMMITTEES OF COUNCIL 2026
Linda S. Burke, Mayor

FINANCE AND BUDGET COMMITTEE

Lisa Fedor (Chair)
Linda Allen (Vice-Chair)
Maryan Harrison
Mayor/ City Administrator
Director of Finance

ANNEXATION

Sharon Carmack (Chair)
Brenda Combs (Vice-Chair)
Linda Allen
Mayor/ City Administrator

PARKS AND RECREATION

Maryan Harrison (Chair)
David Smith (Vice-Chair)
Linda Allen
Mayor/ City Administrator

NEW HOUSING AUTHORITY REVIEW COMMITTEE

David Smith (Chair)
Sharon Carmack (Vice-Chair)
Brenda Combs
Mayor/ City Administrator

PERSONNEL

Linda Allen (Chair)
Lisa Fedor (Vice-Chair)
Maryan Harrison
Mayor/ City Administrator

ECONOMIC DEVELOPMENT

Linda Allen (Chair)
Brenda Combs (Vice-Chair)
Lisa Fedor
Mayor/ City Administrator

PUBLIC WORKS (STREETS)

Maryan Harrison (Chair)
Lisa Fedor (Vice-Chair)
Brenda Combs
Mayor/ City Administrator

EVENTS COMMITTEE

Lisa Fedor (Chair)
Linda Allen (Vice-Chair)
David Smith
Brenda Combs
Mayor/ City Administrator

PUBLIC UTILITIES (WATER, SEWER, SANITATION)

Linda Allen (Chair)
Brenda Combs (Vice-Chair)
Sharon Carmack
Mayor/ City Administrator

250th US Birthday AD-HOC

Lisa Fedor, Chair
Don Burke, Vice Chair
Brenda Combs
Willard Spicer
Mayor/City Administrator

**CITY OF SOUTH LEBANON
MEMORANDUM**

To: Mayor & City Council

CC: Chase Kirby, Law Director

From: Tina Williams, Director of Finance

Date: January 2, 2026

Subject: Renewal of City's Liability Insurance for 2026

Resolution 2026-01 authorizes the renewal of the City's liability insurance with Ohio Plan Risk Management Inc. A copy of the proposal is attached to the resolution as Exhibit 'A'.

The 2026 annual premium is \$91,469, which is an increase of \$3,067 or 3% over last year's premium. The increase includes an inflationary increase in property values (buildings, equipment, and vehicles), a new program for cybersecurity and an increase in the replacement cost value for the community center. There were no changes made to the policy in regards to overall coverage limits.

Karie Novesl, our insurance agent from Hylant Group, will be present at the meeting to discuss the proposal and answer any questions Council may have.

We are requesting the resolution be passed as an emergency measure for coverage due to current policy ending on January 1, 2026.

City of South Lebanon 2026/2027 Ohio Plan Renewal Summary

Ohio Plan Member since 1992

Expiring Premium \$101,541

Advantage Credit (\$ 13,139)

Final Premium \$ 88,402

Renewal Premium \$106,903

Advantage Credit (\$ 15,434)

Final Premium \$ 91,469

Increase in premium is \$3,067 and reflective of the following:

- 1) Property and Equipment Breakdown values increased by \$1,143,960*
- 2) Equipment values increased by \$261,250
- 3) Computer values increased by \$2,091
- 4) Cyber Pricing increased by \$2,660 for new program
- 5) Overall increase including changes 3%

*In order to meet underwriting guidelines for Replacement Cost, the locations below have been increased as follows:

Prem. #	Bldg. #	Bldg. Name & Descr.	Prior Real Property Limit	Prior Cost Per Sq. Foot	New Real Property Limit	New Cost Per Sq. Foot	Valuation
1	1	Community Center	\$3,762,549	\$160	\$4,394,622	\$186	Replacement Cost

Cyber Liability:

- 1) Carrier recommends implementation of MFA for remote access to network and for remote access of Privileged account users.
- 2) Extortion and Ransomware Attack sub limits are \$250,000 due to lack of MFA controls.

Package Subjectivity:

- 1) Confirm Church and non-profits using Community Center space have lease or usage agreements in place and carry their own Liability Insurance naming the City as Additional Insured

Loss Ratios:

4-year – 19%

Historical – 72%

CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2026-01

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO RENEW THE CITY'S LIABILITY INSURANCE WITH OHIO PLAN RISK MANAGEMENT, INC. FOR CALENDAR YEAR 2026, AND FURTHER AUTHORIZING PAYMENT OF THE ANNUAL PREMIUM, AND DECLARING AN EMERGENCY

WHEREAS, the City maintains property, liability and automobile insurance with Ohio Plan Risk Management, Inc., and the current period of coverage ended on December 31, 2025; and,

WHEREAS, the City recently received a quote for renewal from Ohio Plan Risk Management, Inc. with a total annual premium of \$91,469, a 3% increase from the 2025 premium; and,

WHEREAS, it is the recommendation of City staff that the City's liability insurance with Ohio Plan Risk Management, Inc. be renewed for the period of January 1, 2026 to December 31, 2026; and,

WHEREAS, immediate action is required to timely assure the City has a policy of liability insurance in effect as of January 1, 2026, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council approves and authorizes the Mayor and Director of Finance to renew the City's liability insurance coverage with Ohio Plan Risk Management, Inc. for the period of January 1, 2026, to December 31, 2026, as presented in Exhibit "A" attached hereto and made a part hereof; and.

Section 2. That the Council approves and authorizes the Director of Finance to pay the annual premium to Ohio Plan Risk Management, Inc. for the liability insurance coverage for the period of January 1, 2026, to December 31, 2026.

Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 5. That it is found and determined that all formal actions of the Council concerning and relating to passing this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this _____ day of _____, 2026.

Linda S. Burke, Mayor

Attest: _____
Jennifer O'Brien, Clerk of Council

Rules Suspended: _____ (if applicable)

First Reading: _____

Second Reading: _____

Vote: Yeas
 Nays

Effective Date: _____

Prepared by and approved as to form:

Chase T. Kirby
Law Director

By: _____
Date: _____



Ohio Plan Package Proposal

City of South Lebanon

10 North High Street
South Lebanon, OH 45065

Effective Date of Coverage: 01/01/26 to 01/01/27

► **Prepared by:**
Hylant Administrative Services, LLC
811 Madison Ave., 11th Floor
Toledo, OH 43603-2083



BOARD OF DIRECTORS

With history dating back to 1988, the Ohio Plan Risk Management, Inc. (Ohio Plan) was formed to provide affordable, comprehensive property and liability coverage to Ohio's public entities. The Ohio Plan is managed by a board of directors composed of individual representatives from a diverse selection of local governments. The board of directors ensures the Ohio Plan meets the common needs of all its members.

Board Officers

<u>Joel Montgomery</u> Ohio Plan – President City of Wooster Wayne County jmontgomery@woosteroh.com	<u>Jim Crandall, CPA</u> Ohio Plan – Vice President Muskingum Watershed Conservancy District Tuscarawas County jcrandall@mwcd.org	<u>Jamie Giguere</u> Ohio Plan - Secretary City of Wauseon Fulton County Jamie.giguere@cityofwauseon.com
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Board Members

<u>John Applegate</u> City of Union Montgomery County japplegate@unionoh.org	<u>Erika Buri</u> Outdoor Sylvania Lucas County eburi@olanderpark.com	<u>Katie Eviston</u> City of Springfield Clark County Keviston@springfieldohio.gov
<u>Chris Gilbert</u> Springfield Township Hamilton County cgilbert@springfieldtwp.org	<u>Mike Mallis</u> City of Bedford Cuyahoga County Mmallis@bedfordoh.gov	<u>Joseph F. Stefanov</u> City of New Albany Franklin County jstefanov@newalbanyohio.org
<u>Jennifer Wilder</u> Washington Township Montgomery County Jennifer.wilder@washingontwp.org	<u>Jeff Wright</u> Hamilton Township Warren County jwright@hamilton-township.org	



Entity Name: City of South Lebanon

SUMMARY OF COVERAGE

PROPERTY COVERAGE	LIMITS
Building and Personal Property	\$18,206,755
Specific Building and Personal Property	\$0
<i>See the Property Schedule for those locations covered on a blanket limit vs. specific basis.</i>	
Flood and Mudslide	Not Covered
Earthquake and Volcanic Eruption	Not Covered
Business Income with Extra Expense	\$500,000
Legal Liability – Real Property	\$1,000,000
Ordinance or Law Coverage	\$500,000
Deductibles	
Building and Personal Property	\$1,000
Electric Substations and Transformers	\$10,000
Flood and Mudslide	Not Covered
Earthquake and Volcanic Eruption	Not Covered
Unmanned Aerial Systems	
Causes of Loss	Special Form
Coinsurance	Agreed Amount
Valuation	See Property Schedule
<u>Additional Property Coverage/Extensions</u>	
Accounts Receivable	\$250,000
Animal Mortality/Injury	\$40,000
Arson Reward	\$25,000
Athletic Fields – Natural and Artificial Turf	\$200,000
Builders Risk	\$500,000
Cemetery Buildings	\$25,000
Claim Preparation Expense	\$50,000
Commandeered Property	\$100,000
Crime Reward	\$1,000 Per Person Subject to \$5,000 Maximum
Electronic Data	\$1,000
Expediting Expense	\$250,000

    Disclaimer: The abbreviated outlines of coverage used throughout this document are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverage and do not detail all policy terms nor do they alter any policy conditions. Please read your policy for specific coverages, limitations and restrictions and call us with questions.

Entity Name: City of South Lebanon

SUMMARY OF COVERAGE

Additional Property Coverage/Extensions

Fine Arts	\$25,000
Fire Department Service Charge	Actual Fire Department Service Charge
Fire Protective Devices	\$5,000
Lock Re-Keying	\$2,500
Newly Acquired/Constructed	
Building	\$2,000,000
Personal Property	\$1,000,000
Non-owned Detached Trailers	\$5,000
Outdoor Property	\$100,000
Paved Surfaces	\$100,000
Personal Effects of Employees – Per Claim	\$2,500
Pollutant Clean-up	\$100,000
Property in Transit	\$100,000
Property Off Premises	\$10,000
Spoilage	\$25,000
Underground Pipes, Flues or Drains	\$1,000,000
Unnamed Location	\$750,000
Utility Services (Off Premises Power Interruption)	\$25,000
Valuable Papers – Cost to Research	\$250,000
No Foundations Exclusion	

EQUIPMENT BREAKDOWN COVERAGE

LIMITS

Property Damage – Any One Accident	\$18,206,755
Deductibles	
Property Damage	\$1,000
Deep Well Pumps, Electrical Substations and Transformers	\$10,000

Entity Name: City of South Lebanon

PROPERTY SCHEDULE

PREM #	BLDG #	DESCRIPTION	ADDRESS	BUILDING LIMIT	PERSONAL PROPERTY LIMIT	PROPERTY IN OPEN LIMIT	VALUATION ⁽¹⁾	SPECIFIC LIMIT
1	1	Community Center	83 N. Section St.	\$4,394,622	\$0	\$0	RC	
1	2	Administration Building	10 North High St	\$5,469,069	\$438,441	\$0	RC	
2	1	Water Station/Fencing	Zoar Road	\$358,067	\$0	\$1,516	RC	
3	1	Park Shelter/Plygrd. Equip., Sign, Tables, Blchrs	Main Street	\$18,600	\$0	\$62,814	RC	
4	1	Dry Well/Fencing	Main Street Park	\$0	\$0	\$28,510	RC	
5	1	Gazebo	46 S. Main St - Heritage Park	\$30,887	\$0	\$0	RC	
6	1	Concession Stand	High and Hobart Street	\$28,657	\$1,898	\$0	RC	
6	2	Park Shelter/Fencing, Tables, Backstops	High and Hobart Street	\$19,735	\$0	\$40,610	RC	
6	3	Ticket Stand	High and Hobart Street	\$24,671	\$951	\$0	RC	
6	4	Storage Building	High and Horbart Street	\$4,662	\$0	\$0	RC	
7	1	Block Building	3771 Morgan Rd	\$5,942	\$3,800	\$0	RC	
7	2	Water Tower	3771 Morgan Dr	\$1,461,197	\$0	\$0	RC	
7	3	Water Treatment Building/Fencing	3771 Morgan Dr.	\$188,944	\$0	\$1,898	RC	
8	1	Storage Garage	Rail Road Street	\$125,579	\$3,800	\$0	RC	

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PREM	BLDG	#	#	DESCRIPTION	ADDRESS	BUILDING LIMIT	PERSONAL PROPERTY LIMIT	PROPERTY IN OPEN LIMIT	VALU A- TION ⁽¹⁾	SPECIFIC LIMIT
8	2			Park Shelter/Tables, Benches/Plygrd. Equip.	Rail Road Street	\$18,029	\$0	\$106,090	RC	
8	3			Salt and Storage Barn	Rail Road Street	\$307,191	\$7,589	\$0	RC	
9	1			Former Village Hall	99 N. High Street	\$1,246,321	\$0	\$0	RC	
9	2			Park Shelter/Bball Goals, Lighting, Picnic Tables	99 N. High Street	\$2,465	\$0	\$7,208	RC	
9	3			Park Shelter/Plygrd. Equip., 2 Signs	99 N. High Street	\$18,978	\$0	\$318,270	RC	
9	4			Picnic Tables	99 N. High Street	\$1,705	\$0	\$0	RC	
10	1			Police Station/Sign, Flag Pole, Lighting	103 W. Forest Ave	\$279,491	\$53,030	\$4,742	RC	
11	1			Lift Station	775 Mason-Morrow Road (SR48)	\$276,328	\$0	\$0	RC	
12	1			Lift Station	107 McKinley	\$564,937	\$0	\$0	RC	
13	1			Lift Station	147 Little Miami/439 Marrow	\$307,031	\$0	\$0	RC	
14	1			Lift Station	492 Lebanon Road	\$82,285	\$0	\$0	RC	
15	1			Fencing-1550', vinyl	State Route 48	\$0	\$0	\$38,717	RC	
16	1			Sewer Station	2301 Zoar Road	\$307,031	\$0	\$0	RC	
17	1			Lift Station Nixon Target Corwin	3649 Lebanon Rd.	\$460,547	\$0	\$0	RC	
18	1			Lift Station Grants Settlement	5267 Zoar Rd.	\$276,328	\$0	\$0	RC	
19	1			Lights,Guardrails,Traffic Control Dev.Signs, Etc	Various Locations Throughout City	\$0	\$0	\$154,500	RC	

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PREM	BLDG	DESCRIPTION	ADDRESS	BUILDING LIMIT	PERSONAL PROPERTY LIMIT	PROPERTY IN OPEN LIMIT	VALU A- TION ⁽¹⁾	SPECIFIC LIMIT
	#							
20	1	Maintenance Garage	380 W. Pike St.	\$186,675	\$0	\$0	RC	
21	1	Lift Station	347 Main St	\$214,923	\$0	\$0	RC	
22	1	Main Street Barn	512 S. Main St.	\$87,724	\$0	\$0	RC	
23	1	Veteran's Memorial	41 E. Broadway	\$0	\$0	\$163,750	RC	
TOTAL				\$16,768,621	\$509,509	\$928,625		

⁽¹⁾ RC Replacement Cost

ACV Actual Cash Value

FRC Functional Replacement Cost

HV Historical Value



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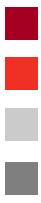
Entity Name: City of South Lebanon

SUMMARY OF COVERAGE

SPECIAL PROPERTY COVERAGE	LIMITS
Special Property - Scheduled	\$802,118
Special Property - Unscheduled Equipment (Any one item \$15,000 or less)	\$85,000
Deductible	\$1,000
Causes of Loss	Special Form
Valuation	Replacement Cost
SCHEDULED FINE ARTS COVERAGE	LIMITS
Fine Arts - Scheduled	\$0
Deductible	Not Covered
Causes of Loss	Special Form
Valuation	Market Value
TRANSMISSION AND DELIVERY LINE COVERAGE	LIMITS
Transmission And Deliver Line	\$0
Deductible	Not Covered
Causes of Loss	Special Form
Valuation	Replacement Cost
COMPUTER COVERAGE	LIMITS
Computer Equipment	\$51,794
Media and Data	\$19,983
Property Away from Premises	\$5,000
Computer Virus	\$1,000

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Business Income	\$5,000
Extra Expense	\$15,000
Deductibles	
Computer Equipment	\$1,000
Business Income	None
Extra Expense	None
Causes of Loss	Special Form
Valuation	
Computer Equipment	Replacement Cost
Data and Media	Reconstruction Cost

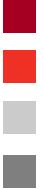


Entity Name: City of South Lebanon

SPECIAL PROPERTY SCHEDULE

ITEM#	DESCRIPTION	SERIAL NO.	VALUE
1	1999 John Deere Tractor		\$24,563
2	1991 International Tractor		\$29,474
3	2005 Asphalt Roller		\$18,423
4	Misc Equipment at Railroad St Barn		\$24,563
5	Truck Plows - 3		\$19,980
6	2013 Case 580SN Loader Backhoe	JJGN58SNTDC585169	\$108,016
7	Bobcat S650 w/Planer, Pallet Ford 80" Bucket		\$76,662
8	Boat Ramp		\$36,844
9	Leaf Loader w/trailer	4324	\$43,259
10	2020 John Deere Excavator		\$69,710
11	2023 John Deere Gator XUV835M HVAC	1M0835MDAP060052	\$30,077
12	Multi Quip 90 Air Compressor		\$12,689
13	Gravely 460 Mower		\$15,087
14	Skid-Lift Scissor Lift Attachment for Bobcat		\$14,847
15	Brush Cutter Attachment for John Deere Excavator		\$11,680
16	ValveMaster Portable Valve Exerciser Model 98003		\$10,918
17	John Deere 520M Loader	1P0520MXCSD114654	\$178,694
18	Leaf Collection Box		\$10,009
19	2024 John Deere 5075E Cab Utility Tractor	1P0RC7MCLSP003679	\$66,623
TOTAL			\$802,118

FINE ARTS SCHEDULE

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ITEM#	DESCRIPTION	VALUE
TOTAL		\$0

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Entity Name: City of South Lebanon

SUMMARY OF COVERAGE

CRIME COVERAGE	LIMITS
Public Employee Dishonesty ¹	\$100,000
Inside the Premises – Theft of Money and Security	\$50,000
Outside the Premise	\$50,000
Forgery and Alterations	\$50,000
Computer Fraud ¹	\$50,000
Funds Transfer Fraud ¹	\$50,000
Social Engineering Fraud ²	\$25,000
Destruction of Electronic Data or Computer Programs	\$5,000
Telephone Toll Fraud	\$5,000
Credit, Debit or Charge Cards	\$5,000
Deductibles	
Public Employee Dishonesty	\$1,000
Inside the Premises	\$250
Outside the Premise	\$250
Forgery and Alterations	\$250
Computer Fraud	\$250
Funds Transfer Fraud	\$250
Social Engineering Fraud	\$250
Destruction of Electronic Data or Computer Programs	\$250
Telephone Toll Fraud	\$250
Credit, Debit or Charge Cards	\$250

1. *Social Engineering Fraud is specifically excluded from the noted coverage agreements and only available under the separate Social Engineering Fraud coverage agreement.*
2. *Employees must make a reasonable effort to verify, but not through email, the authenticity of any change of account request or transfer instruction.*

CRIME POSITION/INDIVIDUAL SCHEDULE			
POSITION	INDIVIDUAL'S FULL NAME	LIMIT	EXCESS OF BOND

Entity Name: City of South Lebanon

SUMMARY OF COVERAGE

LIABILITY COVERAGE	LIMITS
General Liability	
Bodily Injury and Property Damage – Each Occurrence	\$3,000,000
General Aggregate	\$5,000,000
Personal & Advertising Injury – Each Offense	\$3,000,000
Medical Expense – Per Person	\$10,000
Medical Expense – Any One Accident	\$50,000
Deductible	\$0
Unmanned Aerial Systems	Not Covered
Unmanned Aerial Systems Deductible	
<u>Coverage Extensions</u>	
Cemetery Professional	
Governmental Medical	
See Liability Exposures Schedule, if applicable	
Employee Benefits Liability	
Each Incident	\$3,000,000
Annual Aggregate	\$5,000,000
Deductible	\$0
Employers Liability	
Bodily Injury by Accident – Each Accident	\$3,000,000
Bodily Injury by Disease – Each Employee	\$3,000,000
Bodily Injury by Disease – Aggregate	\$3,000,000
Deductible	\$0

PRIOR ACTS COVERAGE	RETROACTIVE DATES



Entity Name: City of South Lebanon

LIABILITY EXPOSURES SCHEDULE

OPERATIONS/EXPOSURE AND EXPOSURE BASE	SUBCONTRACTED (YES/NO)	DESCRIPTION	EXPOSURE AMOUNT
Fireworks - Each	Yes	4th of July - Fireworks Contracted out with Rozzi's	1
Special Events/Other - Each	No	Memorial Day Parade	1
Skate Parks - Each	No	Veteran's Memorial Park	1
Special Events/Other - Each	No	4th of July Festival with Fire Works and Parade	1
Street & Roads - Miles	No		28
Water Utility	No		1,733
Wastewater Utility	No		2,421
Commercial or Industrial Rental Properties	No	City owned Early Learning Center at 99 N. Section St. South Lebanon, OH 45065	1

Entity Name: City of South Lebanon

SUMMARY OF COVERAGE

LIABILITY COVERAGE	LIMITS
Public Officials Errors and Omissions Liability	
Each Wrongful Act	\$3,000,000
Annual Aggregate	\$5,000,000
Errors and Omissions Deductible	\$25,000
Employment Practices Liability	
Each Wrongful Act	\$3,000,000
Annual Aggregate	\$5,000,000
Employment Practices Deductible	\$25,000
Back Wages – Annual Aggregate	\$25,000
Back Wages Deductible	\$2,500
Non-Monetary Defense	
Annual Aggregate	\$25,000
Deductible	\$2,500
Law Enforcement Liability	
Each Wrongful Act	Not Covered
Annual Aggregate	Not Covered
Medical Expense – Per Person	Not Covered
Medical Expense – Any One Accident	Not Covered
Deductible	Not Covered

AUTOMOBILE COVERAGE	LIMITS
Bodily Injury and Property Damage Liability	
Combined Single Limit – Each Accident	\$3,000,000
Uninsured/Underinsured Motorists Bodily Injury	\$50,000
Medical Payments – Each Accident	\$5,000
Automobiles	Refer to Auto Schedule
Deductibles	\$0
Liability	
Comprehensive and Collision	Refer to Auto Schedule



The automobile coverage included in this quotation is subject to acceptable state motor vehicle reports. Automobile coverage may subsequently be excluded for any covered auto while being operated by a driver with an unacceptable report.



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Entity Name: City of South Lebanon

AUTOMOBILE SCHEDULE

VEH#	INV#	YEAR	DESCRIPTION	VIN#	COST NEW	REPLACEMENT COST/STATED AMOUNT	DEPT	COMP DED.	COLL DED.	VALUATION
1		2010	Ford Expedition XLT	2505			Other	Not Covered	Not Covered	ACV
2		2011	Ford F250	0704			Streets	Not Covered	Not Covered	ACV
3		2015	Ford Super Duty F550	8093	\$65,999		Streets	\$1,000	\$1,000	ACV
4		2015	Chevy Tahoe	7766	\$50,000		Streets	\$1,000	\$1,000	ACV
5		2015	Chevy Tahoe	9031	\$50,000		Streets	\$1,000	\$1,000	ACV
6		2018	Ford Interceptor Utility	5228	\$45,000		Police	\$1,000	\$1,000	ACV
7		2019	Ford F-550	1210	\$76,785		Streets	\$1,000	\$1,000	ACV
8		2018	Ford Interceptor Utility	5229	\$45,000		Police	\$1,000	\$1,000	ACV
9		2019	Ford F250	1211	\$54,527		Water	\$1,000	\$1,000	ACV
10		2019	Ford Explorer	3967	\$50,100		Police	\$1,000	\$1,000	ACV
11		2020	Dodge Ram 1500	3737	\$21,678		Other	\$1,000	\$1,000	ACV
12		2020	Ford Explorer	8473	\$52,633		Police	\$1,000	\$1,000	ACV
13		2020	Ford F450 F4H	8811	\$79,096		Streets	\$1,000	\$1,000	ACV
14		2021	Ford Explorer	3112	\$63,866		Police	\$1,000	\$1,000	ACV
15		2022	Ford F250 Pickup	5963	\$79,604		Sewer	\$1,000	\$1,000	ACV
16		1996	Trailer	0042	\$5,513		Other	\$1,000	\$1,000	ACV
17		2020	Trailer	1744	\$12,569		Other	\$1,000	\$1,000	ACV
18		2023	Ford F150	4493	\$32,895		Streets	\$1,000	\$1,000	ACV
19		2024	Ford F750 Dump/Snowp low Truck	3262	\$147,545		Streets	\$1,000	\$1,000	ACV

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VEH#	INV#	YEAR	DESCRIPTION	VIN#	COST NEW	REPLACEMENT COST/STATED AMOUNT	DEPT	COMP DED.	COLL DED.	VALUATION
20		2023	Ford Explorer	8708	\$46,222		Police	\$1,000	\$1,000	ACV
21			7' x12' Utility Trailer		\$3,390		Other	\$1,000	\$1,000	ACV
22		2025	Ford Explorer	6761	\$55,000		Police	\$1,000	\$1,000	ACV
23		2025	Ford Explorer	5445	\$55,000		Police	\$1,000	\$1,000	ACV
TOTAL					\$1,092,422			\$0		

Entity Name: City of South Lebanon

SUMMARY OF COVERAGE

CYBER	LIMITS
Data Breach and Privacy Liability – Each Claim	\$1,000,000
Data Breach Loss to Member – Each Unauthorized Access	\$1,000,000
Electronic Media Liability – Each Claim	\$1,000,000
Breach Mitigation Expense – Each Unintentional Data Compromise	\$1,000,000
Bricking Sublimit	\$50,000
Policy Aggregate	\$1,000,000
Deductibles	
Data Breach and Privacy Liability	\$5,000
Data Breach Loss to Member	\$5,000
Electronic Media Liability	\$5,000
Breach Mitigation Expense	\$5,000
Bricking	\$5,000

TERRORISM COVERAGE	LIMITS
Terrorism means an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.	

Coverage Term – November 1, 2024 to November 1, 2025

Property

Building and Personal Property	\$19,690,650 ⁽¹⁾
Deductible	\$25,000

⁽¹⁾ Subject to a \$100,000,000 per occurrence limit and a \$100,000,000 aggregate limit per member for all covered losses with the exception of a \$1,000,000 Ohio Plan annual aggregate sublimit for Biological and Chemical Cleanup.

Liability

Each Occurrence per Member	\$3,000,000
Annual Aggregate per Member	\$5,000,000
Deductible	\$10,000

Entity Name: City of South Lebanon

ADDITIONAL INTERESTS/LOSS PAYEE SCHEDULE

NAME	ADDRESS	CITY	ST	ZIP	INTEREST TYPE	INTEREST
Union Township, Warren Co	285 E Pike St	South Lebanon	OH	45056	Liability - Additional Member (Designated Person or Organization)	Re: Fireworks Event
State Of Ohio	Uniform Accounting Network	Columbus	OH		Liability - Additional Member (Lessor of Leased Equipment)	Additional Insured for Computer with Printer

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Entity Name: City of South Lebanon

MALICIOUS ACT

COVERAGE DESCRIPTION	LIMITS
Malicious Act General Aggregate Limit	\$1,000,000
Death Benefit Aggregate Limit	\$1,000,000
Death Benefit Limit - Per Member	\$25,000
Medical Expense Aggregate Limit	\$25,000
Medical Expense Limit - Per Member	\$5,000
Funeral Services Aggregate Limit	\$25,000
Funeral Services Limit - Per Member	\$1,000
Personal Counseling Aggregate Limit	\$10,000
Personal Counseling Limit - Per Member	\$2,500
Travel Services Aggregate Limit	\$25,000
Travel Services Limit - Per Member	\$5,000

SUPPLEMENTARY PAYMENTS:

- Group Trauma Counseling Services
- Extra Security
- Temporary Workers
- Rental Substitute
- Job Retraining Expenses
- Recruitment Costs
- Crisis Management

COVERAGE:

Pays a death benefit, medical expenses and additional expenses in addition to the Supplementary Payments noted above as a result of bodily injury arising out of a malicious act including hostage taking.

WHO IS A MEMBER:

- Elected or Appointed Officials
- Employees, Temporary Workers, Authorized Volunteers
- Visitors, Customer, Contractors, and Vendors

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MAJOR EXCLUSIONS:

- Asbestos
- Lead
- Fungi or Bacteria
- Gang Members
- Pollution
- Suicide
- Toxic Materials
- War

Entity Name: City of South Lebanon

GENERAL CONDITIONS

NOTICE OF CANCELLATION:	The company will provide sixty (60) days written notice of cancellation or non-renewal except for non-payment of premium, which remains ten (10) days written notice.
POLICY CHANGES:	The policy contains all the agreements between the member and the Ohio Plan Risk Management Inc. concerning the property and liability coverage afforded. The Named Member is authorized to make changes in the terms of the policy with the consent of the Ohio Plan.
POLICY PREMIUM:	<p>See Premium Summary</p> <p>Once bound, premiums are fully earned unless the policy is cancelled by Ohio Plan Risk Management Inc. or a subsequent policy with no lapse in coverage issued. If Ohio Plan Risk Management Inc. cancel the policy the refund will be pro rata.</p> <p>Premium financing is available upon request.</p>
COMMUNICABLE DISEASE EXCLUSION	This policy contains a communicable disease exclusion which excludes all liability, loss, injury or damage arising out of or contributed to or in connection with a communicable disease or fear or threat of a communicable disease. Please review your policy language fully to determine the extent of coverage.
PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION	This policy contains an exclusion which excludes all liability, loss, injury or damage arising out of or contributed to or in connection with a Perfluoroalkyl Or Polyfluoroalkyl Substances (PFAS's). Please review your policy language fully to determine the extent of coverage.
SILICA	This policy contains an exclusion which excludes all liability, loss, injury or damage arising out of or contributed to or in connection with a Silica. Please review your policy language fully to determine the extent of coverage.

Entity Name: City of South Lebanon

PAYMENT SUMMARY

COVERAGE	PREMIUM
Package	\$106,903
<u>Ohio Plan Advantage Premium Contribution</u>	<u>\$15,434</u>
Total Annual Payment	\$91,469

OHIO PLAN ADVANTAGE

The Ohio Plan Advantage is available to members with 4 or more consecutive years of membership with the Ohio Plan. The Named Member received the following premium contribution.

Active Ohio Plan Member since	1992
Loss Ratio Points (Up to 60 points) (60 – 20 = Advantage Loss Ratio Points)	40
Risk Management Points (Up to 40 points)	40
Advantage Potential Premium Contribution	\$19,293
Advantage Final Premium Contribution	\$15,434

OPTIONS

NOTES

- Premium includes Ohio Plan's risk management services.

REINSURANCE

The following companies are the reinsurance companies providing strength to the Ohio Plan Risk Management Inc. including their A.M. Best ratings.

American Agricultural Insurance Company

AM Best Rating, A, X
Reinsuring the Ohio Plan since 2011

Berkley Insurance Company

AM Best Rating: A+, XV
Reinsuring the Ohio Plan since 2021

Berk Re Fac

AM Best Rating: A++, XV
Reinsuring the Ohio Plan since 2019

Chubb Group of Insurance Companies

AM Best Rating: A++, XV
Reinsuring the Ohio Plan since 2001

Convex Re Limited

A.M. Best Rating: A-, XIV
Reinsuring the Ohio Plan since 2020

Great American Insurance Company

AM Best Rating: A+, XIV
Reinsuring the Ohio Plan since 2012

Hannover Re

AM Best Rating: A+, XV
Reinsuring the Ohio Plan since 2017

Lloyd's of London

AM Best Rating: A, XV
Reinsuring the Ohio Plan since 2005

Markel Global Reinsurance Company

AM Best Rating: A, XIII
Reinsuring the Ohio Plan since 2006

Peak Reinsurance

AM Best Rating: A-, XII
Reinsuring the OSP since: 2023

Ryan Re

AM Best Rating: A+, XV
Reinsuring the Ohio Plan since 2019

Sompo Insurance Company

AM Best Rating: A+, XV
Reinsuring the Ohio Plan since 2003

Swiss Reinsurance America Corporation

AM Best Rating: A+, XV
Reinsuring the Ohio Plan since 2004

A.M. Best Rating Classifications

Secure Ratings

A++ and A+Superior

A and A-Excellent

B++ and B+Very Good

Vulnerable Ratings

B and B-Fair

C++ and C+Marginal

DPoor

SRating Suspended

Poor Ratings

E.....Under State Supervision

FIn Liquidation

Financial Size Category

XV \$2 Billion or Greater

XIV \$1.5 Billion to \$2 Billion

XIII \$1.25 Billion to \$1.5 Billion

XII \$1 Billion to \$1.25 Billion

XI \$750 Million to \$1 Billion

X \$500 Million to \$750 Million

IX \$250 Million to \$500 Million

VIII \$100 Million to \$250 Million

Note: Effective 11/1/2024, the Ohio Plan collects premium and makes claims payments for liability losses up to \$250,000 and covered property losses up to \$300,000.

Important Member Benefits

<p><u>Cyber Security eRisk Hub</u></p> <p>Plan members have access to cyber security resources, training and best practices.</p> <p>Service offerings include:</p> <ul style="list-style-type: none"> • Cyber Security Assessment • Cyber Security Policy Builder • Cyber Security Training and Awareness 	<p><u>Training</u></p> <ul style="list-style-type: none"> • Free online training platform • Public employee training on: <ul style="list-style-type: none"> ◦ Sexual and Unlawful Harassment ◦ Social Media and Communications ◦ Hiring Process ◦ Cyber Security ◦ Hazard Communication ◦ Hazard Assessment and PPE Selection ◦ Open Meetings Act
<p><u>Ohio Plans Partner Programs</u></p>	
<p>Community Energy Services</p> <p>Community Aggregation</p> <p>Building Commission</p>	<p>Supplemental Employee Insurance</p> <p>Critical Illness</p> <p>Accidental</p>
<p><u>Other Available Services</u></p> <p>Offered at a discounted rate to all Ohio Plan Members</p>	
<ul style="list-style-type: none"> • Executive and Staff Hiring and Assessment Centers • Legal Consultation • HR Consultation • Emergency Operations Plan Development and Training • Labor Negotiation Assistance • Board/Council Meeting and Retreat Facilitation • Strategic Planning • Grant Writing 	<ul style="list-style-type: none"> • Competitive Bidding/RFP Assistance • Levy/Campaign Strategy Assistance • Bond/Capital Financing Consultation • Police and Fire Organizational and Personnel Studies • Zoning, Planning and Economic Development Studies and Consultation • Staff and Special Study Assessments • Other Special-Needs Request

For more information on these programs and services, log onto your Member Dashboard at OhioPlan.com.





**City of South Lebanon
Public Works Department
(Always Ready)**

MEMORANDUM

To: Mayor & City Council

CC: Chris Hacker, City Administrator

From: Harry L. Holbert, Jr., Public Works Director

Date: January 2, 2026

Subject: Use of funds for Capital Improvement Project

Dear Members of Council,

I am writing to respectfully request funding to renew our 3-year contract with Trane Technologies for the servicing of our HVAC equipment.

This proposal continues the service of 7 RTU located at administration building and hopefully will help to reduce the likelihood of more costly unexpected repairs in the future.

I would welcome the opportunity to provide additional details if needed. Thank you for your time and consideration.

Harry L. Holbert, Jr.

City of South Lebanon
Public Works Director

CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2026-02

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER
INTO AN AGREEMENT WITH TRANE U.S. INC. TO PROVIDE HVAC SERVICES IN
2026, 2027 AND 2028, AND DECLARING AN EMERGENCY**

WHEREAS, Trane U.S. Inc. installed the HVAC equipment systems at the 10 N. High Street building during the renovation of the building; and,

WHEREAS, since occupying the building in 2019, Trane has provided high-quality service of the building's HVAC systems; and,

WHEREAS, Trane has provided a three (3) year agreement with approximately 7% increase in years two and three; and,

WHEREAS, funds are available in the City's 2026 budget for HVAC maintenance services; and,

WHEREAS, immediate action is required to ensure the HVAC systems at 10 N. High Street continue to be maintained and work properly, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council authorizes the Mayor and Fiscal Officer to enter into an agreement with Trane U.S. Inc. to provide HVAC services at 10 N. High Street for years 2026, 2027, and 2028.

Section 2. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 3. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 4. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Resolution 2026-02 – Trane HVAC Service Agreement 2026-2028
Page 2

Adopted this _____ day of January 2026.

Linda S. Burke, Mayor

Attest: _____
Jennifer O'Brien, Clerk of Council

Rules Suspended: _____ (if applicable)

First Reading: _____

Second Reading: _____

Vote: Yeas
 Nays

Effective Date: _____

Tina Williams
Director of Finance

By: _____
Date: _____

Prepared by and approved as to form:

Chase T. Kirby
Law Director

By: _____
Date: _____



TRANE



Trane U.S. Inc.
10300 Springfield Pike
Cincinnati, OH 45215
Phone: (513) 771-8884
Fax: (513) 772-7281
Service Contact: (513) 772-4555

December 1, 2025

Village Of South Lebanon
10 N High St
South Lebanon, OH 45065-4506

Site Address:
Village of South Lebanon 10
10 N High St
South Lebanon, OH 45065

ATTENTION:

SUBJECT: Continuation of Service Agreement 4408

Your Trane Service Agreement is scheduled for renewal on January 1, 2026. To assure that there will be no interruption of service and benefits to Village Of South Lebanon your Service Agreement will be extended through December 31, 2028. The adjusted Service Fees for the renewal term for all sites is set forth in the following table:

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	13,020.00	13,020.00	Annual
Year 2	13,932.00	13,932.00	Annual
Year 3	14,844.00	14,844.00	Annual

The Annual Amount and Payment information set forth above DO NOT include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

SCOPE OF SERVICE

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

TERMS & CONDITIONS

Terms & Conditions for the renewal period are attached.

CLARIFICATIONS

If Village Of South Lebanon accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane no less than 30 days prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,
Michael Vance
Account Manager
Trane

TARIFFS

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

CUSTOMER ACCEPTANCE

Authorized Representative

Linda Burke

Printed Name

Mayor

Title

Purchase Order

Acceptance Date

Trane's License Number: 47248

The Initial Term of this Service Agreement is 3 years, beginning January 1, 2026.
Total Contract Amount: \$41,796.00 USD.

Prepared by and approved as to form:

Chase T. Kirby
Law Director

By: _____
Date: _____



TRANE



HVAC EQUIPMENT COVERAGE

Village of South Lebanon 10

The following "Covered Equipment" will be serviced at Village of South Lebanon 10:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop	1	Trane	YHC047E3RH	172411076L	RTU 4

Service Description

Quantity Per Term

Precedent Cooling Pre-Season Annual Start-Up (Service 1)	3
Precedent Heating Pre-Season Annual Start-Up (Service 3)	3
Precedent Quarterly Inspection (Service 5)	6
Precedent Condenser Coil Cleaning (Service 7)	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop	1	Trane	YSC036G3RH	172411099L	RTU 2
3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop	1	Trane	YSC060G3RH	172411107L	RTU 5
3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop	1	Trane	YSC060G3RH	1724111405L	RTU 3
3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop	1	Trane	YSC120F3RH	1724111909L	RTU 7

Service Description

Quantity Per Term

Precedent Cooling Pre-Season Annual Start-Up (Service 2)	3
Precedent Heating Pre-Season Annual Start-Up (Service 4)	3
Precedent Quarterly Inspection (Service 6)	6
Precedent Condenser Coil Cleaning (Service 9)	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
3-10 Ton R22, PKGD Unitary Gas	1	Trane	YSC048G3RH	172410402L	RTU 1

Service Description

Quantity Per Term

Precedent Cooling Pre-Season Annual Start-Up (Service 2)	3
Precedent Heating Pre-Season Annual Start-Up (Service 4)	3
Precedent Quarterly Inspection (Service 6)	6
Precedent Condenser Coil Cleaning (Service 8)	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
12 1/2 -25 Ton Packaged Unitary Gas/Elec Rooftop - CTO	1	Trane	YSD150G3RH	172311139D	RTU 6

Service Description

Service Description	Quantity Per Term
Precedent Condenser Coil Cleaning (Service 10)	3
Voyager Cooling Pre-Season Annual Start Up (Service 11)	3
Voyager Gas Heat Pre-Season Annual Start Up (Service 12)	3
Voyager Quarterly Inspection (Service 13)	6



TRANE



CUSTOMER SERVICE FLOWS

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

Service 1: Precedent Cooling Pre-Season Annual Start-Up

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection including Lock Out Tag Out
- Bearing Lubrication
- Check Damper
- Condensate Drip Pan Treatment
- Meg Supply Fan
- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check
- Start Up Seasonal Cooling

Service 2: Precedent Cooling Pre-Season Annual Start-Up

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection including Lock Out Tag Out
- Bearing Lubrication
- Check Damper
- Condensate Drip Pan Treatment
- Meg Supply Fan
- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check
- Start Up Seasonal Cooling

Service 3: Precedent Heating Pre-Season Annual Start-Up

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection including Lock Out Tag Out
- Bearing Lubrication
- Filter Inspection and Change
- Check Damper
- Start Up Seasonal Heating

Service 4: Precedent Heating Pre-Season Annual Start-Up

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection including Lock Out Tag Out
- Bearing Lubrication
- Filter Inspection and Change
- Check Damper
- Start Up Seasonal Heating

Service 5: Precedent Quarterly Inspection

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection including Lock Out Tag Out
- Filter Inspection and Change
- Condensate Drip Pan Treatment
- Log Unit

Service 6: Precedent Quarterly Inspection

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection including Lock Out Tag Out
- Filter Inspection and Change
- Condensate Drip Pan Treatment
- Log Unit

Service 7: Precedent Condenser Coil Cleaning

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Lock Out Tag Out
- Condenser Coil Cleaning
- Condensate Drip Pan Treatment
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 8: Precedent Condenser Coil Cleaning

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Lock Out Tag Out
- Condenser Coil Cleaning
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 9: Precedent Condenser Coil Cleaning

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Lock Out Tag Out
- Condenser Coil Cleaning
- Condensate Drip Pan Treatment
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 10: Precedent Condenser Coil Cleaning

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Lock Out Tag Out
- Condenser Coil Cleaning
- Condensate Drip Pan Treatment
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 11: Voyager Cooling Pre-Season Annual Start Up

Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out
- Supply Fan Inspection
- Power Exhaust Fan(s) Inspection Direct Drive
- Remove Access Panels or Open Access Doors
- Meg Supply Fan
- Meg Exhaust Fan
- Meg Compressor Motor
- Electrical Inspection
- Reinstall Access Panels or Close Access Doors
- Condensate Drip Pan Treatment
- Remove Lock Out Tag Out
- Pre-Start Check
- Start Up Condenser Fan Check
- Cooling Check
- Manual Log (with Electronic Device)
- Return Unit to Normal Operation

Service 12: Voyager Gas Heat Pre-Season Annual Start Up

Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out
- Supply Fan Inspection
- Power Exhaust Fan(s) Inspection Direct Drive
- Remove Access Panels or Open Access Doors
- Meg Supply Fan
- Meg Exhaust Fan
- Electrical Inspection
- Filter Inspection and Change
- Reinstall Access Panels or Close Access Doors
- Condensate Drip Pan Treatment
- Remove Lock Out Tag Out
- Pre-Start Check
- Start Up Heating Check (Natural Gas/Propane) 2 Stage Heating
- Manual Log (with Electronic Device)
- Return Unit to Normal Operation

Service 13: Voyager Quarterly Inspection

Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out
- Supply Fan Inspection
- Power Exhaust Fan(s) Inspection Direct Drive
- Remove Access Panels or Open Access Doors
- Electrical Inspection
- Reinstall Access Panels or Close Access Doors
- Check Economizer Damper
- Start Up Condenser Fan Check
- Cooling Check
- Manual Log (with Electronic Device)
- Return Unit to Normal Operation

TERMS AND CONDITIONS - SERVICE

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

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

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

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

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

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

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

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

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

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

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

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

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

13. CONTAMINANTS LIABILITY

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

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

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

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

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

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the

necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

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

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

19. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

20. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

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

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

1-26.130-7 (0325)
Supersedes 1-26.130-7 (0225)

SECURITY ADDENDUM

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

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.
"Equipment" shall have the meaning set forth in the Agreement.
"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@example.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.
"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.
"Services" shall have the meaning set forth in the Agreement.
2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data: Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. **Customer Data: Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. **Information Security Contact.** Trane's information security contact is Local Sales Office.
9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. **Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. **Security Training and Awareness.** New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as

appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. **Secure Disposal Policies.** Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. **Logical Access Controls.** Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. **Contingency Planning/Disaster Recovery.** Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. **Return of Customer Data.** If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. **Background Checks** Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2



**City of South Lebanon
Public Works Department
(Always Ready)**

MEMORANDUM

To: Mayor & City Council

CC: Chris Hacker, City Administrator

From: Harry L. Holbert, Jr., Public Works Director

Date: January 2, 2026

Subject: Use of funds for Capital Improvement Project

Dear Members of Council,

I am writing to respectfully request funding assistance for a hillside stabilization project located on Zoar Road. The hillside and roadway have shown increasing signs of erosion, instability and failures, which poses a risk to existing infrastructure, adjoining properties, and public safety if left unaddressed.

The proposed project would focus on stabilizing 530 linear feet of hillside in 3 different areas through soil nail stabilization with either high-tension steel mesh or reinforced shotcrete facing the roadway embankment. Additionally, lightweight backfills will be required in areas to restore the failed shoulder.

These actions will help prevent further land movement, reduce long-term maintenance costs, and protect the surrounding community and environment.

We have secured emergency funding through OPWC, which will help to fund this project and to move forward in a timely and responsible manner. Investing in preventative stabilization will significantly reduce the likelihood of more costly repairs or emergency response in the future.

I would welcome the opportunity to provide additional details, cost estimates, or supporting documentation, and to discuss how this project aligns with your funding priorities. Thank you for your time and consideration.

Harry L. Holbert, Jr.
Harry L. Holbert, Jr.

City of South Lebanon
Public Works Director

CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2026-03

A RESOLUTION APPROVING AND AUTHORIZING THE ACCEPTANCE OF THE PROPOSAL OF GEOSTABILIZATION INTERNATIONAL, LLC FOR THE CONSTRUCTION OF THE ZOAR ROAD STABILIZATION PROJECT AND AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN DOCUMENTS RELATIVE THERETO, AND DECLARING AN EMERGENCY

WHEREAS, based on erosion of the hillside, failure of the embankment is contributing to the failure of the road and guardrails; and,

WHEREAS, City staff solicited a proposal from GeoStabilization International LLC (GSI) to repair the hillside; and,

WHEREAS, the Ohio Public Works Commission has committed \$361,500.00 to the cost of said project; and,

WHEREAS, due to the necessity to make the necessary repairs to prevent further failure of the embankment of the hillside along Zoar Road, immediate action is required and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Lebanon, at least two-thirds of all members elected thereto concurring:

Section 1. Approve and authorize the acceptance of the proposal from GeoStabilization International LLC, in the amount of \$482,000, as attached and made part hereof.

Section 2. Authorize the Mayor and Director of Finance to sign documents related to the acceptance of said proposal.

Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 3. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 4. That it is found and determined that all formal actions of the Council concerning and relating to passing this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Resolution 2026-03

Page 2

Adopted this _____ day of January 2026.

Linda S. Burke, Mayor

Attest: _____
Jennifer O'Brien, Clerk of Council

Rules Suspended: _____ (if applicable)

First Reading: _____

Second Reading: _____

Vote: Yeas
 Nays

Effective Date: _____

Tina Williams
Director of Finance

By: _____
Date: _____

Prepared by and approved as to form:

Chase T. Kirby
Law Director

By: _____
Date: _____



Todd Starkey, PE
Project Development Engineer
todd.starkey@gsi.us | 720-682-5846

September 16, 2025

Mr. Harry Holbert, Public Works Director (hholbert@southlebanonohio.org)
City of South Lebanon, Ohio
10 North High Street
South Lebanon, OH 45065
513-430-9699

Subject: Slip Repair Sites 1, 2, & 3 – CR153 Zoar Rd – Warren County, OH

GeoStabilization International LLC (GSI) is pleased to offer this proposal to stabilize the roadway embankment on CR153 Zoar Rd in Warren County, Ohio. The slips are located on the west side of CR153 near the following latitude and longitude coordinates: Slip 1 (39.360102, -84.204823); Slip 2 (39.360723, -84.204944); and Slip 3 (39.361408, -84.205217).

View of Slip 1 – CR153 Zoar Rd (9/8/2025)



GSI's opinions and statements regarding this project shall remain confidential and shall not be shared with other parties without the express written consent of GSI. All concepts and procedures outlined in this proposal shall be considered the intellectual property of GSI.

Scope of Work

We visited the site with Harry Holbert, on September 8, 2025 to perform a site reconnaissance and identify the scope of work on this project. Three slip sites were identified along the west side of Zoar Rd.

The length of treatment for Slip 1 was identified as approximately 205 linear feet (LF) and will extend from our Station 0+00 to 2+05. From Station 0+00 to 1+30, the stabilization will consist of soil nails and high-tension strength steel mesh. The treatment will be installed on the in-situ slope; however, tree removal, clearing, and haul-off will be performed as required to facilitate installation. The slope length of the mesh will be approximately 6 feet. From Station 1+30 to 2+05, the stabilization will consist of soil nails and reinforced shotcrete with shoulder buildout as required to restore the shoulder/embankment. The existing embankment will be excavated to approximately 0.5H:1V to 0.25H:1V and the height of the shotcrete will be approximately 7 feet. Where shoulder buildout is required, the shotcrete will be formed with stayform or plywood and be backfilled with flowable fill (CLSM). Trees/brush will be cleared as necessary to perform the work.

The length of treatment for Slip 2 was identified as approximately 160 LF. The stabilization will consist of soil nails and reinforced shotcrete with shoulder buildout as required to restore the shoulder/embankment. The existing embankment will be excavated to approximately 0.5H:1V to 0.25H:1V and the height of the shotcrete will be approximately 7 feet. Where shoulder buildout is required, the shotcrete will be formed with stayform or plywood and be backfilled with flowable fill (CLSM). Trees/brush will be cleared as necessary to perform the work.

The length of treatment for Slip 3 was identified as approximately 165 LF. The stabilization will consist of soil nails and reinforced shotcrete with shoulder buildout as required to restore the shoulder/embankment. The existing embankment will be excavated to approximately 0.5H:1V to 0.25H:1V and the height of the shotcrete will be approximately 7 feet. Where shoulder buildout is required, the shotcrete will be formed with stayform or plywood and be backfilled with flowable fill (CLSM). Trees/brush will be cleared as necessary to perform the work.

Traffic control will be provided by the Owner. If possible, we recommend a full road closure to perform this work. If the road can only be fully closed during daytime hours, then opened back to one lane of traffic after hours, GSI could keep materials and equipment laydown to a single lane behind barrier overnight. If the guardrail is required to be removed and/or replaced, it will be completed by the Owner. Additionally, the Owner will provide a local dump site to GSI at no cost for excavated/cleared materials.

Items Furnished by Client

Our contract requires GSI to perform specialty work and Owner forces to perform other items, as applicable, such as access, traffic control, permitting/easements, paving, striping, guardrail work, and any other work not specifically stated in this Proposal.

Pricing

Slip 1

LF	Item	QTY	Unit	Unit Price	Price	Notes
205	Mobilization	1	LS	\$ 9,856.00	\$ 9,856.00	
130	Self-Drilling Soil Nail (751 LF or more)	1080	LF	\$ 39.00	\$ 42,120.00	STA 0+00 to 1+30 pinned mesh
130	Wire Mesh Surface Treatment	780	SF	\$ 22.00	\$ 17,160.00	STA 0+00 to 1+30 pinned mesh
130	Excavation	10	HR	\$ 518.00	\$ 5,180.00	STA 0+00 to 1+30 tree/brush clearing
130	Hauling and Wasting	10	HR	\$ 218.00	\$ 2,180.00	STA 0+00 to 1+30
75	Self-Drilling Soil Nail (751 LF or more)	600	LF	\$ 39.00	\$ 23,400.00	STA 1+30 to 2+05 SNs & shotcrete
75	6 in Shotcrete	525	SF	\$ 39.00	\$ 20,475.00	STA 1+30 to 2+05 SNs & shotcrete
75	Excavation	20	HR	\$ 518.00	\$ 10,360.00	STA 1+30 to 2+05 excavation and tree/brush clearing
75	Hauling and Wasting	20	HR	\$ 218.00	\$ 4,360.00	STA 1+30 to 2+05
75	Formed Shoulder Buildout	75	LF	\$ 181.00	\$ 13,575.00	Shoulder restoration
75	Lightweight Backfill	15	CY	\$ 338.00	\$ 5,070.00	Shoulder restoration
				TOTAL	\$ 153,736.00	

Slip 2

LF	Item	QTY	Unit	Unit Price	Price	Notes
160	Mobilization	1	LS	\$ 9,856.00	\$ 9,856.00	
160	Self-Drilling Soil Nail (751 LF or more)	1280	LF	\$ 39.00	\$ 49,920.00	
160	6 in Shotcrete	1120	SF	\$ 39.00	\$ 43,680.00	
160	Excavation	30	HR	\$ 518.00	\$ 15,540.00	excavation and tree/brush clearing
160	Hauling and Wasting	30	HR	\$ 218.00	\$ 6,540.00	
160	Formed Shoulder Buildout	160	LF	\$ 181.00	\$ 28,960.00	shoulder restoration
160	Lightweight Backfill	20	CY	\$ 338.00	\$ 6,760.00	shoulder restoration
				TOTAL	\$ 161,256.00	

Slip 3

LF	Item	QTY	Unit	Unit Price	Price	Notes
165	Mobilization	1	LS	\$ 9,856.00	\$ 9,856.00	
165	Self-Drilling Soil Nail (751 LF or more)	1320	LF	\$ 39.00	\$ 51,480.00	
165	6 in Shotcrete	1155	SF	\$ 39.00	\$ 45,045.00	
165	Excavation	30	HR	\$ 518.00	\$ 15,540.00	excavation and tree/brush clearing
165	Hauling and Wasting	30	HR	\$ 218.00	\$ 6,540.00	
165	Formed Shoulder Buildout	165	LF	\$ 181.00	\$ 29,865.00	shoulder restoration
165	Lightweight Backfill	20	CY	\$ 338.00	\$ 6,760.00	shoulder restoration
				TOTAL	\$ 165,086.00	

Please note the quantities and project limits are based on the information gathered during our site visit on September 8, 2025. Pricing may need to be adjusted for changes to project limits over time.

Additional details will be provided in shop drawings sealed by our Ohio PE once an order is issued per ODOT Contract 059-24.

Schedule

Barring unforeseen delays, each site will take approximately 2-3 weeks to complete.

Please let me know if you have any questions or comments on this proposal.

Sincerely,



Todd M. Starkey, PE

Project Development Engineer

todd.starkey@gsi.us | 720-682-5846

- Slip 1 Authorization
- Slip 2 Authorization
- Slip 3 Authorization

Accepted by: _____
(Signature)

Accepted by: _____
(Printed Name/Title/Company)

Date: _____