

Resolution

Number 22-0156

Adopted Date February 01, 2022

ACCEPT RESIGNATION OF EMILY REYNOLDS, EMA EMERGENCY PLANNING ASSISTANT, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE FEBRUARY 7, 2022

BE IT RESOLVED, to accept the resignation, of Emily Reynolds, EMA Emergency Planning Assistant, within the Warren County Emergency Services Department, effective February 7, 2022.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
E. Reynold's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-0157

Adopted Date February 01, 2022

ACCEPT RESIGNATION OF CIERRA DUFFY, WATER AND SEWER UTILITY CLERK I, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE FEBRUARY 4, 2022

BE IT RESOLVED, to accept the resignation, of Cierra Duffy, Water and Sewer Utility Clerk I, within the Warren County Water and Sewer Department, effective February 4, 2022.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)
C. Duffy's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-0158

Adopted Date February 01, 2022

AUTHORIZE THE POSTING OF THE "WATER AND SEWER UTILITY CLERK I" POSITION WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A)

WHEREAS, there exists an opening for the "Water and Sewer Utility Clerk I" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Water and Sewer Utility Clerk I" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning January 27, 2022.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB – S. Spencer

Resolution

Number 22-0159

Adopted Date February 01, 2022

RECOGNIZE THE OF HIRING OF ORVETTA BRANTLEY OPERATIONS ASSISTANT WITHIN THE WORKFORCE INVESTMENT BOARD BUTLER, CLERMONT, WARREN COUNTIES

WHEREAS, effective July 1, 2015, Warren County became the Fiscal Agent/Administrator and appointing authority for the Workforce Investment Board Butler, Clermont, Warren Counties; and

WHEREAS, the Interim Executive Director, Rebecca Ehling has hired Orvetta Brantley as Operations Assistant with the approval of the Workforce Investment Board Butler, Clermont, and Warren Counties; and

NOW THEREFORE BE IT RESOLVED, to recognize the hiring of Orvetta Brantley as Operations Assistant, within the Workforce Investment Board Butler, Clermont, Warren Counties, unclassified, full-time, permanent, non-exempt status, at a rate of \$27.00 an hour, effective February 14, 2022, subject to a negative drug screen and background check (BCI).

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Workforce Investment Board (file)
O. Brantley's Personnel file
OMB – S. Spencer

Resolution

Number 22-0160

Adopted Date February 01, 2022

HIRE MARK LASHLEY AS WATER TREATMENT PLANT TECHNICIAN, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Mark Lashley, as a Water Treatment Plant Technician within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), non-standard work week, Pay Range #13, \$16.56 per hour, effective February 7, 2022, subject to a negative drug screen, back ground check and a 365-day probationary period; and

BE IT FURTHER RESOLVED, Mr. Lashley is required to obtain a Class I Water Supply Works Operator's License within twelve (12) months of his start date to maintain employment.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: M. Lashley's Personnel file
Water/Sewer (file)
OMB – Sue Spencer
Jodie Davis

Resolution

Number 22-0161

Adopted Date February 01, 2022

ACCEPT RESIGNATION OF ASHLEY RECTOR, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE FEBRUARY 6, 2022


BE IT RESOLVED, to accept the resignation, of Ashley Rector, Emergency Communications Operator, within the Warren County Emergency Services Department, effective February 6, 2022.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
A. Rector's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-0162

Adopted Date February 01, 2022

APPROVE LATERAL TRANSFER OF JARED PERKINS FROM THE POSITION OF SEWER COLLECTIONS WORKER I TO DISTRIBUTION WORKER I, WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Perkins was hired June 1, 2021 as a Sewer Collections Worker I and interviewed for an open Distribution Worker I position; and

WHEREAS, the Sanitary Engineer has requested to transfer Mr. Perkins to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Jared Perkins from the position of Serwer Collections Worker I to Distribution Worker I within the Water and Sewer Department effective pay period beginning February 14, 2022, with a probation period ending May 31, 2022.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water and Sewer (file)
J. Perkin's Personnel file
OMB – Sue Spencer

Resolution

Number 22-0163

Adopted Date February 01, 2022

APPOINT PAUL KINDELL TO REPLACE DON SEBASTIANELLI AS THE WARREN COUNTY 911 COORDINATOR DUE TO THE RETIREMENT OF DON SEBASTIANELLI ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Don Sebastianelli has retired effective January 30, 2022 from the Telecommunications Department and Paul Kindell will replace Don Sebastianelli as the Warren County 911 Coordinator; and

NOW THEREFORE BE IT RESOLVED, to approve the replacement of Don Sebastianelli as the Warren County 911 Coordinator due to retirement and approve the new Warren County 911 Coordinator as Paul Kindell.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Telecom (file)

Resolution

Number 22-0164

Adopted Date February 01, 2022

SET FINAL HEARING CONCERNING THE VACATION OF A PORTION OF BONE ROAD IN UNION TOWNSHIP

WHEREAS, pursuant to R.C. §5553.045(B) A board of township trustees may petition the board of county commissioners to vacate a township road or a portion of a township road by passing a resolution that requests the vacation of the road or portion and includes a description of the general route and termini of the road or portion; and

WHEREAS, a copy of a resolution adopted by the Union Township Trustees requesting the vacation of a portion of Bone Road in Union Township has been filed with this Board and it is necessary to schedule a public hearing to consider said request; and

NOW THEREFORE BE IT RESOLVED, that this Board does hereby fix the 1st day of March 2022, at 9:15 a.m. as the date and time for the final hearing for determining whether to approve or disapprove the vacation of the right-of-way of a part of Bone Road in Union Township, Warren County, to be held at the Meeting Room of the Board of County Commissioners in the Warren County Administration Building, 406 Justice Drive, Lebanon, Ohio.

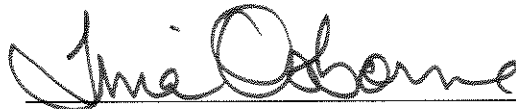
BE IT FURTHER RESOLVED that the Clerk of this Board immediately notify the abutting property owners of the time and place of said final hearing; and, that notice be published in the Today's Pulse Warren County newspaper giving notice to the general public of the purpose, date and time of the final hearing.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

to
cc: Union Township
Neil Tunison, Engineer
Kurt Weber
Bob Fox
Bruce McGary
Vacation file

Resolution

Number 22-0165

Adopted Date February 01, 2022

AUTHORIZE COUNTY ADMINISTRATOR TO EXECUTE CHANGE ORDER NO 27 TO THE GUARANTEED MAXIMUM PRICE AGREEMENT WITH THE CONSTRUCTION MANAGER AT RISK GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

WHEREAS, pursuant to Resolution #18-0856, this Board of County Commissioners (the "Board") entered into an agreement with Granger Construction Co., Inc. (the "CMR") for preconstruction services for the Project, with the understanding that a guaranteed maximum price ("GMP") for construction of the Project was anticipated to be added to the agreement by amendment; and

WHEREAS, pursuant to Resolution #19-1094, adopted August 20, 2019, this Board authorized the County Administrator to execute the documents relative to the final Guaranteed Maximum Price under \$50,000; and

WHEREAS, Granger has a presented Change Order Number 27, which is in excess of the \$50,000 County Administrators authorization; and

WHEREAS, said change order are final items realized upon occupancy of the building that are associated with how the building operates (i.e., call buttons; fire alarm dialer, medical isolation wall modifications, etc.); and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to execute Change Order No 27, for an increase of \$87,249.30 to the Guaranteed Maximum Price, creating a new Guaranteed Maximum Price of \$49,818,614.30; said change order with supporting/open book pricing are attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: C/A— Granger Construction Co., Inc
Project file
Granger Construction Co. J. Woehrle

Sheriff (file)
Martin Russell/Tiffany Zindel
Facilities Management (file)



OWNER CHANGE ORDER

Granger Construction Company
1822-00 Warren County Jail

CHANGE ORDER DATE:
11/08/2021
CHANGE ORDER #: 27

TO (CONTRACTOR): Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

- DISTRIBUTION:
- Granger Construction Company
 - Wachtel & McAnally Architects/Planners, Inc
 - OFFICE
 - FIELD
 - OTHER

CHANGE ORDER INFORMATION

You are directed to make the following changes to this Contract:

PROJECT	ACO	DESCRIPTION	PCO TYPE	PCO	CONTRACT CHANGE
1822-00	293	LEE Change DW Breaker, Relocate Exterior Intercom, Add Outlet	PCO	293	\$2,009.22
1822-00	298	Geiger Add Holding Cell Window Graphic Film	PCO	298	\$4,176.39
1822-00	299	Modify Medical Isolation Cell Walls	PCO	299	\$18,457.57
1822-00	306	LEE Added FA Lockable Cover, NL & IT Changes	PCO	306	\$7,917.56
1822-00	307	Add Call Button to Non Contact Visitation Rooms	PCO	307	\$4,611.46
1822-00	308	LEE Add Fire Alarm Dialer	PCO	308	\$3,180.45
1822-00	323	Added Heat Trace in Laundry	PCO	323	\$4,646.69
1822-00	324	Interview/Polygraph Room Changes	PCO	324	\$14,746.33
1822-00	325	E9-15 Balance Changes & D2-02/D2-03 Transfer Grille Adds	PCO	325	\$8,061.28
1822-00	332	Added Mechanical Room Hose Bibs	PCO	332	\$6,184.82
1822-00	335	Added Card Readers at Booking & Kitchen Doors	PCO	335	\$13,257.53

TOTAL: \$ 87,249.30

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was	\$ 49,341,225.00
The net change by previously authorized Change Orders was	\$ 390,140.00
The Contract Sum prior to this Change Order was	\$ 49,731,365.00
The Contract Sum will be increased by this Change Order	\$ 87,249.30
The new Contract Sum will be	\$ 49,818,614.30
The Contract Time will be decreased by 0 days	

AUTHORIZED BY OWNER:

Warren County
406 Justice Drive
Lebanon, OH 45036

By: 

Date: 2-1-22

ACCEPTED BY CONTRACTOR

Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

By: 

Date: 01/14/2022

ARCHITECT/ENGINEER

Wachtel & McAnally Architects/Planners, Inc
35 South Park Place, Ste 350
Newark, OH 43055

By: 

Date: 1-17-22



CHANGE ORDER REQUEST

DATE: 01/05/2022

PCO#: 293

Granger Construction Company
1822- 00 - Warren County Jail

To: Tiffany Zindel
Warren County
406 Justice Drive
Lebanon, OH 45036

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

Phone: 513-695-1241

Phone:

Fax:

Fax:

Email: Tiffany.Zindel@co.warren.oh.us

Email: jwoehrle@grangerconstruction.com

CC:

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: LEE Change DW Breaker, Relocate Exterior Intercom, Add Outle
Proposed Scope of Work: LEE Change DW Breaker, Relocate Exterior Intercom,

The prices below are valid until 11/08/2021

PCO/Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Change DW Breaker, Relocate Exterior Intercom, Add Outlet Bo	Closed		0000610-00	Bonds	\$11.55
2 : Change DW Breaker, Relocate Exterior Intercom, Add Outlet Su	Closed		0000620-00	Sub Bond Risk	\$19.25
3 : Change DW Breaker, Relocate Exterior Intercom, Add Outlet CM	Closed		0000092-00	CM Fees	\$48.11
4 : Change DW Breaker, Relocate Exterior Intercom, Add Outlet In	Closed		0000620-02	Insurances	\$5.77
5 : Change DW Breaker, Relocate Exterior Intercom, Add Outlet LE	Closed		0016000-00	Lake Erie Electric	\$1,924.54

Total: \$2,009.22

Submitted By:

Approved By:

Jason Woehrle

01/05/2022
Date

Tiffany Zindel
Warren County

Date



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Warren County Jail

10/14/21

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail

LEE CO No.:TBD

Re :Misc. Work - See Extra Work Reports

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost: \$1,924.54

Bond

CO Net: \$1,924.54

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,

Lake Erie Electric, Inc.

Sean M. Mondello

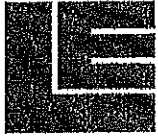
Project Manager

CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

Project Warren County Jail
 Name Lebanon, OH Contractor's Contract No. 1822-000121
 County Montgomery Project No. _____ Phase Contr. No. _____
 Subcontractor Name and Address Change Order No. TBD for Changes
LAKE ERIE ELECTRIC, INC. I.D. No. _____ Phase Contr. No. _____
360 INDUSTRIAL DRIVE Type of Contract ELECTRICAL
FRANKLIN, OH 45005

A. Labor Summary (exclude fringes) - GC 7.7.2.2		Premium Portion ¹		
Personnel Classification	Regular Rate		=	
Journeyman	12.00 hours x 32.00 /hour	/hour	=	<u>384.00</u>
Foreman	4.00 hours x 35.20 /hour	/hour	=	<u>140.80</u>
Gen Fore	hours x 36.58 /hour	/hour	=	
PM	hours x 80.00 /hour	/hour	=	
				Total (B) \$ <u>524.80</u>
B. Fringes - GC 7.7.2.3				
Journeyman	12.00 hours x 21.14 /hour	/hour	=	<u>253.68</u>
Foreman	4.00 hours x 21.30 /hour	/hour	=	<u>85.20</u>
Gen Fore	hours x 20.67 /hour	/hour	=	
PM	hours x /hour	/hour	=	
				Total (C) \$ <u>338.88</u>
C. Allowable Payroll Expenses - GC 7.7.2.4				
Journeyman	12.00 hours x 7.23 /hour	/hour	=	<u>86.76</u>
Foreman	4.00 hours x 7.96 /hour	/hour	=	<u>31.84</u>
Gen Fore	hours x 8.27 /hour	/hour	=	
PM	hours x /hour	/hour	=	
				Total (D) \$ <u>118.60</u>
D. Equipment Rental (attach itemized quotes / invoices)				Total (D) \$ _____
E. Administrative and Processing fees				Total (E) \$ _____
F. Trucking (attach itemized supporting documentation)				Total (F) \$ _____
G. Material (attach itemized supporting documentation)				Total (G) \$ <u>691.23</u>
Sub Total				\$ <u>1,673.51</u>
H. Contractor Overhead and Profit GC 7.7.2.10 x 15.00%				Total (H) \$ <u>251.03</u>
I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1				Total (I) \$ _____
J. Subcontractor Tier Markup x 5.00%				Total (J) \$ _____
K. Miscellaneous - GC 7.7.2.12				Total (K) \$ _____
1. Premium portion (labor and fringes) only for approved overtime				
- attach itemized supporting documentation ²				
Grand Total (Sub Total + H + I + J + K)				\$ <u>1,924.54</u>

1. Premium portions are shown on Line (K), sub-totals are not shown. Premium portion is the difference between Overtime and Regular-time Rates
 2. Not applicable to all change orders. Subject to review and acceptance of Contracting Authority.



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 2

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1

Established 1952

WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF

Kendall \$ 691.23

NET MATERIAL TOTAL \$ 691.23

131302



LAKE ERIE ELECTRIC

"Leading Electrical Excellence"

EXTRA WORK REPORT

OFFICE

- CLEVELAND LORAIN
- DAYTON TOLEDO
- MANSFIELD MICHIGAN
- AKRON

CUSTOMER Granger DATE 10-8-21

BILLING ADDRESS _____ CUSTOMER ORDER NO. _____

OUR JOB NO. 1018-1016 REPORT NO. _____

LOCATION Lebanon, OH JOB NAME Warren County Jail

WORK DESCRIPTION _____

Add outlet to rack in E2-10

BADGE NO.	EMPLOYEE NAME	CLASS	RATE	HOURS	P.O. NO.	QUAN.	MATERIAL DESCRIPTION			TOTAL
	Todd Carls	2T								
		1½T								
		ST		1						
	Cody Drake	2T								
		1½T								
		ST		3						
	Gunner Edwards	2T								
		1½T								
		ST		3						
		2T								
		1½T								
		ST								
		2T								
		1½T								
		ST								
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		1½T								
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		1½T								
		ST								
		2T								
		1½T								
		ST								
		2T								
		1½T								
		ST								
				TOTAL HOURS			MATERIAL TOTAL			
						TOOLS AND EQUIP.		HOURS	RATE	TOTAL

WORK AUTHORIZED BY [Signature] DATE 10/9/21
 WAREHOUSE DELIVERIES (TRUCK & DRIVER) NO. OF TRIPS _____
 FOR LAKE ERIE ELECTRIC, INC. [Signature] DATE 10-8-21

LE 101-2
 DISTRIBUTION: WHITE & YELLOW TO OFFICE; BLUE TO CUSTOMER; PINK RETAINED IN FIELD



131155

LAKE ERIE ELECTRIC

"Leading Electrical Excellence"

EXTRA WORK REPORT

OFFICE

- CLEVELAND
- DAYTON
- MANSFIELD
- AKRON
- LORAIN
- TOLEDO
- MICHIGAN

CUSTOMER Granger

DATE 10-6-21

BILLING ADDRESS _____

CUSTOMER ORDER NO. _____

LOCATION Lebanon, OH

OUR JOB NO. 1018-106 REPORT NO. _____

WORK DESCRIPTION _____

JOB NAME Warren County Jail

move interior in F9-17 to outside

BADGE NO.	EMPLOYEE NAME	CLASS	RATE	HOURS	P.O. NO.	QUAN.	MATERIAL DESCRIPTION	TOTAL
	Todd Carls		2T					
			1½T					
			ST	1				
	Matt Downey		2T					
			1½T					
			ST	4				
			2T					
			1½T					
			ST					
			2T					
			1½T					
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			1½T					
			ST					
			2T					
			1½T					
			ST					
TOTAL HOURS						MATERIAL TOTAL		
						TOOLS AND EQUIP.		
							HOURS	
							RATE	
							TOTAL	
						TOTAL		

WAREHOUSE DELIVERIES (TRUCK & DRIVER) NO. OF TRIPS _____
 WORK AUTHORIZED BY [Signature] DATE 10/18/21

[Signature] FOR LAKE ERIE ELECTRIC, INC. DATE 10-8-21

EDR

MEMO

123

DATE

NO.

This quotation is an offer to sell you the goods described herein on the terms set forth above and, unless otherwise agreed in a signed writing, on our Terms and Conditions of Sale, available at www.kendallgroup.com/legal-Notices or by calling 800-632-5422. An order of any goods listed in this quotation constitutes your acceptance of our Terms and Conditions of Sale. We object to any different or additional terms and reject any prior offers from you. Prices expire on, and are subject to change after, 10/02/2021. Wire, conduit & pipe pricing valid for 09/02/2021 only. Opened, special order or non-stock items may not be returnable.

Subtotal	691.23
S&H CHGS	TBD
Sales Tax	TED
Amount Due	691.23

Thank You - We Appreciate Your Business



131154

LAKE ERIE ELECTRIC

"Leading Electrical Excellence"

EXTRA WORK REPORT

OFFICE

- CLEVELAND LORAIN
- DAYTON TOLEDO
- MANSFIELD MICHIGAN
- AKRON

CUSTOMER: Granger DATE: _____

BILLING ADDRESS: _____ CUSTOMER ORDER NO.: _____

LOCATION: Lebanon OH JOB NAME: _____

WORK DESCRIPTION: _____

Charge Breaker for Dishwasher

BADGE NO.	EMPLOYEE NAME	CLASS	RATE	HOURS	P.O. NO.	QUAN.	MATERIAL DESCRIPTION	TOTAL
	Jimmy Schwilke		2T	2			100 Amp Breaker	
			1 1/2T					
			ST					
	Todd Curles		2T	2				
			1 1/2T					
			ST					
			2T					
			1 1/2T					
			ST					
			2T					
			1 1/2T					
			ST					
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			1 1/2T					
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			1 1/2T					
			ST					
			2T					
			1 1/2T					
			ST					
			2T					
			1 1/2T					
			ST					
				MATERIAL TOTAL				
				TOOLS AND EQUIP.				
				HOURS				
				RATE				
				TOTAL				
TOTAL HOURS								

WAREHOUSE DELIVERIES (TRUCK & DRIVER) NO. OF TRIPS

TOOLS AND EQUIPMENT TOTAL

WORK AUTHORIZED BY: [Signature] DATE: 9/21/21

FOR LAKE ERIE ELECTRIC, INC. DATE: 9/21/21



131155

LAKE ERIE ELECTRIC

"Leading Electrical Excellence"

EXTRA WORK REPORT

OFFICE

- CLEVELAND
- DAYTON
- MANSFIELD
- AKRON
- LORAIN
- TOLEDO
- MICHIGAN

CUSTOMER Granger

DATE 10-6-21

BILLING ADDRESS _____

CUSTOMER ORDER NO. _____

LOCATION Lebanon, OH

OUR JOB NO. 1018-1016 REPORT NO. _____

WORK DESCRIPTION _____

JOB NAME Warren County Jail

move intercom in F9-17 to outside

BADGE NO.	EMPLOYEE NAME	CLASS	RATE	HOURS	P.O. NO.	QUAN.	MATERIAL DESCRIPTION	TOTAL
	Todd Carls		2T					
			1½T					
			ST	1				
	Matt Downey		2T					
			1½T					
			ST	4				
			2T					
			1½T					
			ST					
			2T					
			1½T					
			ST					
			2T					
			1½T					
			ST					
			2T					
			1½T					
			ST					
			2T					
			1½T					
			ST					
			2T					
			1½T					
			ST					
MATERIAL TOTAL								
			2T					
			1½T					
			ST					
			2T					
			1½T					
			ST					
			2T					
			1½T					
			ST					
TOOLS AND EQUIP.								
			2T					
			1½T					
			ST					
			2T					
			1½T					
			ST					
			2T					
			1½T					
			ST					
TOTAL HOURS								
TOOLS AND EQUIPMENT								
TOTAL								

WAREHOUSE DELIVERIES (TRUCK & DRIVER) NO. OF TRIPS _____
 WORK AUTHORIZED BY [Signature] DATE 10/6/21

[Signature] FOR LAKE ERIE ELECTRIC, INC. DATE 10-8-21



131302

LAKE ERIE ELECTRIC

"Leading Electrical Excellence"

EXTRA WORK REPORT

OFFICE

- CLEVELAND
- DAYTON
- MANSFIELD
- AKRON
- LORAIN
- TOLEDO
- MICHIGAN

CUSTOMER Granger

DATE 10-8-21

BILLING ADDRESS _____

CUSTOMER ORDER NO. _____

LOCATION Lebanon, OH

OUR JOB NO. 1018-1016 REPORT NO. _____

WORK DESCRIPTION _____

JOB NAME Warren County Jail

Add outlet to rack in E2-10

BADGE NO.	EMPLOYEE NAME	CLASS	RATE	HOURS	P.O. NO.	QUAN.	MATERIAL DESCRIPTION	TOTAL				
	Todd Carls		2T									
			1½T									
			ST	1								
	Cody Drake		2T									
			1½T									
			ST	3								
	Gunner Edwards		2T									
			1½T									
			ST	3								
			2T									
			1½T									
			ST									
			2T									
			1½T									
			ST									
			2T									
			1½T									
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			1½T									
			ST									
			2T									
			1½T									
			ST									
			2T									
			1½T									
			ST									
TOTAL HOURS												
					MATERIAL TOTAL							
					TOOLS AND EQUIP.		HOURS		RATE		TOTAL	

WORK AUTHORIZED BY [Signature] DATE 10/9/21

FOR LAKE ERIE ELECTRIC, INC. [Signature] DATE 10-8-21



**KENDALL
ELECTRIC**

A MEMBER OF THE KENDALL GROUP

KENDALL ELECTRIC INC
1341 E 4TH ST
DAYTON OH 45402-2235
937-226-1341 Fax 937-226-1790

Sold To: 156968
LAKE ERIE ELECTRIC INC
360 INDUSTRIAL DR
FRANKLIN, OH 45005-4432

Ship To: 162536
LAKE ERIE ELECTRIC INC
360 INDUSTRIAL DR
FRANKLIN, OH 45005-4432

Quotation S110707743

Order Date: 09/02/21	
Terms: NET 30th	
Customer PO#	Release #
Ordered By: SEAN MONDELLO	
Phone: 937-743-1220	

Warehouse	Ship Via	Freight Allowed		Account Manager	Inside Salesperson	
EDAY	DAILY ROUTE	Out: No	In: No	SCOTT CARPER, 4153-ECIN	JEREMY SMITH, PAGE-ECIN	
Cust Ln #	Order Qty	ID #	Description	Req Date	Price / UOM	Ext Amount
	1ea	4004444	EDB34100 SQD MINIATURE CIRCUIT *** TAXES NOT INCLUDED ***	09/03/	691.225/e	691.23
<small>This quotation is an offer to sell you the goods described herein on the terms set forth above and, unless otherwise agreed in a signed writing, on our Terms and Conditions of Sale, available at www.kendallgroup.com/Legal-Notices or by calling 800-632-5422. An order of any goods listed in this quotation constitutes your acceptance of our Terms and Conditions of Sale. We object to any different or additional terms and reject any prior offers from you. Prices expire on, and are subject to change after, 10/02/2021. Wire, conduit & pipe pricing valid for 09/02/2021 only. Opened, special order or non-stock items may not be returnable.</small>					Subtotal	691.23
					S&H CHGS	TBD
					Sales Tax	TBD
					Amount Due	691.23



CHANGE ORDER REQUEST

DATE: 01/05/2022
PCO#: 298

Granger Construction Company
1822- 00 - Warren County Jail

To: Tiffany Zindel
Warren County
406 Justice Drive
Lebanon, OH 45036
Phone: 513-695-1241
Fax:
Email: Tiffany.Zindel@co.warren.oh.us
CC:

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911
Phone:
Fax:
Email: jwoehrle@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: Geiger Add Holding Cell Window Graphic Film
Proposed Scope of Work: Geiger Add Holding Cell Window Graphic Film

The prices below are valid until 11/12/2021

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Add Holding Cell Window Graphic Film Bonds	Closed		0000610-00	Bonds	\$23.99
2 : Add Holding Cell Window Graphic Film Sub Bond Risk	Closed		0000620-00	Sub Bond Risk	\$39.99
3 : Add Holding Cell Window Graphic Film CM Fees	Closed		0000092-00	CM Fee	\$101.86
4 : Add Holding Cell Window Graphic Film Insurances	Closed		0000620-02	Insurances	\$12.00
5 : Add Holding Cell Window Graphic Film Geiger	Closed		0008100-00	Geiger Construction	\$3,998.55

Total: \$4,176.39

Submitted By:

Jason Woehrle

01/05/2022
Date

Approved By:

Tiffany Zindel
Warren County

Date



869 North Bend Road
Cincinnati, OH 45224
geigerconstructionproducts.com
P 513.242.5106 F 513.242.7933

Change Order Request

1 of 1

To: Granger Construction

Date: 10/19/21

Attn: Jason Kaminski

Re: Film at Holding Cells
Job # 194-6712

RE: Film at Holding Cells

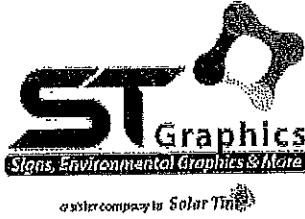
Supply horizontal and vertical line film at holding cells.

Film: \$3,477.00
Subtotal = \$3,477.00
Mark up @15% - \$521.55
Total - \$3,998.55

Sincerely,

GEIGER CONSTRUCTION PRODUCTS, INC.

Nick Mathews
Project Manager



PROPOSAL

Mon 10/18/2021 6:00AM
 Job ID 14614 Cust # 12386

ENERGY • FADE • GLARE • SECURITY • DECORATIVE • GRAPHICS • SIGNS

50 Montgomery Road
 Cincinnati, OH 45212
 Phone 513-829-8818
 www.solartint.com
 www.st.graphics

CONTRACT FOR SERVICES
 Monday - Friday 8:00am - 5:00pm



Customer
EIGER CONSTRUCTION PRODUCTS, INC
 Nick Mathews
 19 NORTH BEND RD
 CINCINNATI, OH 45224
 Work: 513-242-5106
 Cell: 513-609-1444
 Email: nick@eigercepi.com

Proposal Total

\$3,477.00

Site Warren County Jail & Sheriff's Administration 822 Memorial Drive , Lebanon, OH 45036

SEC	LN	AREA	PANES	PRODUCT DESCRIPTION	PRICE
1	1	Horizontal Lines D3-03 & 09	2	MISC SPECIAL ORDER FILM	
1	2	Horizontal Lines D3-07 & 08	2	MISC SPECIAL ORDER FILM	
1	3	Horizontal Lines D3-10	1	MISC SPECIAL ORDER FILM	
1	4	Horizontal Lines D3-03,07,08,09 & 10	5	MISC SPECIAL ORDER FILM	
1	5	Vertical Lines D3-20 & 21	2	MISC SPECIAL ORDER FILM	
1	6	Vertical Lines D3-19	1	MISC SPECIAL ORDER FILM	
1	7	Vertical Lines D3-19	3	MISC SPECIAL ORDER FILM	
Section Total			16		\$3,477.00
Panels Total			16		

Subtotal \$3,477.00
 Order Total \$3,477.00

Salesperson: Jason Young - 859-743-0160
 Quote good until: 11/18/2021
 Payment Terms: Net 30 Days



CHANGE ORDER REQUEST

DATE: 01/05/2022

PCO#: 299

Granger Construction Company
1822- 00 - Warren County Jail

To: Tiffany Zindel
Warren County
406 Justice Drive
Lebanon, OH 45036

Phone: 513-695-1241

Fax:

Email: Tiffany.Zindel@co.warren.oh.us

CC:

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

Phone:

Fax:

Email: jwoehrle@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: Modify Medical Isolation Cell Walls

Proposed Scope of Work: Modify Medical Isolation Cell Walls

The prices below are valid until 11/12/2021

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Modify Medical Isolation Cell Walls Bonds	Closed		0000610-00	Bonds	\$106.03
2 : Modify Medical Isolation Cell Walls Sub Bond Risk	Closed		0000620-00	Sub Bond Risk	\$176.72
3 : Modify Medical Isolation Cell Walls CM Fee	Closed		0000092-00	CM Fee	\$450.18
4 : Modify Medical Isolation Cell Walls Insurances	Closed		0000620-02	Insurances	\$53.01
5 : Modify Medical Isolation Cell Walls Metcon	Closed		0003310-05	Metcon Concrete	\$3,300.74
6 : Modify Medical Isolation Cell Walls C&W	Closed		0004000-00	Combs & Weisbrod Masonry	\$11,148.35
7 : Modify Medical Isolation Cell Walls Bolin	Closed		0009900-00	WF Bolin Painting	\$1,142.54
8 : Modify Medical Isolation Cell Walls	Closed		0001310-15	Project Engineer Staffing	\$400.00
9 : Modify Medical Isolation Cell Walls	Closed		0001310-13	Superintendent Staffing	\$1,680.00

Total: \$18,457.57

Submitted By:

Jason Woehrle

01/05/2022

Date

Approved By:


Tiffany Zindel
Warren County

Date

WfB BOLIN COMPANY

INDUSTRIAL & COMMERCIAL PAINTING CONTRACTORS

4100 Fisher Road Columbus, Ohio 43228
Phone: 614-276-6397 Fax: 276-2490
wfbolinpainting@yahoo.com

Proposal Submitted To:	Phone: Fax:	Date: 10/26/2021
Name: Granger	Job Name: Warren County Jail	
Attn: Jason Kaminski	Street:	
Street:	City & State: Lebanon, Ohio	
City & State:	Bid Date:	
We hereby submit specifications and estimates for painting: Medical cell modifications Labor and material to provide touch-up painting as required in three medical isolation rooms. The price also includes down time due to being escorted to and from these cells as well as painting lintels if necessary. Labor - 16 Hours @ 68.83/hour = \$1,927.24 \$1,101.28 Material: 2 Gallons of PPG Speedhide @ \$20.63/gallon = \$41.26 Total: \$1,142.54		
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.  Authorized Signature		
Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.		
_____ Authorized Signature		_____ Date

AN EQUAL OPPORTUNITY EMPLOYER



Change Order Request Form

Date: 10/29/2021
Project: Warren Co Jail
Location: Lebanon, OH

Contractor: Granger Construction
Description: Install new concrete caps
at 3- Medical isolation rooms

Labor -cost only includes all allowable payroll expenses and fringes

Labor Classification	Hours	Rate	Sub Total
Foreman	12	\$ 43.92	\$ 527.04
Cement Mason/Carpenter	36	\$ 42.92	\$ 1,545.12
Laborer	12	\$ 42.92	\$ 515.04
Operator	0	\$ 51.04	\$ -
Rodbuster	0	\$ 50.40	\$ -
Total			\$ 2,587.21

Equipment -Rental and Owned equipment Total \$ -
(see next Sheet for details)

Trucking -Hauling and Dump Fees Total \$ -
(see next Sheet for details)

Materials -includes all applicable costs Total \$ 283.00
(see next Sheet for details)

Subtotal of Labor, Equipment, Trucking and Materials \$ 2,870.21

Overhead \$ 287.02

Profit \$ 143.51

Total Amount of Change Request \$ 3,300.74

Submitted by: Zachary Pridemore
Email: Zachary@metconltd.com

Cell: 937-307-6304
Office: 513-425-9200

Metcon^{LD}

Equipment

Item	Units	Amount	Rate	Subtotal
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total				\$ -

Trucking

Item	Units	Amount	Rate	Subtotal
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total				\$ -

Materials

Taxable: No

Item	Units	Amount	Rate	Subtotal
4000 NA Slab- Peagravel	yards	1	\$ 118.00	\$ 118.00
Winter Heat	yards	1	\$ 4.00	\$ 4.00
2% Nca Accelerator	yards	1	\$ 11.00	\$ 11.00
Minimum Load Charge	ea	1	\$ 150.00	\$ 150.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total				\$ 283.00

Winter Delivery Requirement

"Coming together is a beginning... keeping together is progress... working together is a success."

6730 Greentree Road □ Bradford, Ohio 45308 □ Tel: 937.447.9200
 4400 Jefferson Road □ Middletown, Ohio 45044 □ Tel: 513.425.9200



ERNST CONCRETE

READY MIX CONCRETE
 CONCRETE PRODUCTS
 CONCRETE PUMPING
 Central Dispatch : (513) 402-5001
 CINCINNATI DIVISIONS



PURCHASER: Metcon LTD **ATTN:** Kidron Crist
PHONE: _____ **PROJECT:** WARREN CNTY JAIL ADDITION
FAX: _____ **COUNTY:** WARREN
E-MAIL: kidron@metconltd.com **PLANT #** 31
PRICING EXPIRES: 12/31/19

APPROX CY	ITEM DESCRIPTION	\$ / CY
3000+	1500 PSI N/A LEAN FILL	\$ 88.00
	3500 PSI N/A	\$ 98.00
	3500 NA SLAB W/MR 520# CEMENTIOUS	\$ 102.50
	4000 NA MIDRANGE 0.45	\$ 102.50
	4000 NA #8 SLAB W/MRWR & FIBERS	\$ 112.00
	4500 AIR WALL MRWR	\$ 110.00
	4500 AE MIDRANGE	\$ 110.00

CONCRETE PRICING FIRM THRU 3/31/20 --- +\$6.00/YD EFF 4/1/20

No Specs Reviewed Specs Reviewed: SECTION 03 30 00 CAST IN PLACE CONCRETE

FUEL SURCHARGE (BASED ON EIA DIESEL FUEL PRICES) *

\$3.01 TO \$3.25 = \$3.00 LOAD | \$3.26 TO \$3.50 = \$6.00 LOAD | + ADDL \$3.00 LOAD FOR EACH \$.25 ABOVE \$3.50

SALES TAX IS NOT INCLUDED - ALL TERMS ARE NET 30 DAYS

CONCRETE PUMPING SERVICES AND FULL LINE OF CONCRETE PRODUCTS AVAILABLE
 NORMAL OPERATING HOURS: MONDAY - FRIDAY 7AM - 5PM AND SATURDAY 7AM - 11AM

PEA GRAVEL / LIME 8s	\$ 3.00 CU.YD.	CALCIUM CHLORIDE PER 1%	\$ 2.50 CU.YD.
RETARDER	\$ 2.00 CU.YD.	NON-CALCIUM PER 1%	\$ 4.50 CU.YD.
MIDRANGE	\$ 4.00 CU.YD.	WINTER HEAT (NOV 1 - MAR 31)	\$ 4.00 CU.YD.
PLASTICIZER	\$ 5.00 CU.YD.	COOLING	P.O.R.
FIBERMESH REINFORCEMENT			
1# FIBERMESH	\$ 6.50 CU. YD.		
1.5# FIBERMESH (REPLACES 21# WWF)	\$ 7.50 CU. YD.		
3.0# TUFSTRAND (REPLACES 42# WWF)	\$ 17.00 CU. YD.		
SMALL LOAD CHARGE: LESS THAN 5 CU.YDS	\$ 75.00 PER LOAD		
1-2 CUBIC YDS	\$ 100.00 LOAD		
1 CUBIC YD OR LESS	\$ 150.00 LOAD		
TRUCK HOLDING CHARGE RATE:	\$ 60.00 PER HOUR		
WEEKDAY DELIVERY AFTER 5PM		\$ 8.00 CU.YD.	
SATURDAY DELIVERY BETWEEN 7AM - 11AM		\$ 75.00 LOAD	
SPECIAL PLANT HOURS: (CONTACT SALES REPRESENTATIVE)		\$ P.O.R.	

THIS QUOTE EXPIRES 30 DAYS FROM ISSUED DATE, UNLESS ACCEPTED BY PURCHASER AND APPROVED BY SELLER.
 (SEE ATTACHED PAGE FOR GENERAL TERMS AND CONDITIONS)

ACCEPTED BY PURCHASER
 BY: _____
 TITLE: _____
 DATE: _____

BY: Mike Pendleton
TITLE: Sales Representative
DATE: 07/23/19
PHONE/ FAX: 513-617-9394 513-402-5002
Email: mpendleton@ernstconcrete.com

Ernst Concrete
General Terms and Conditions of Sale

TAXES: Any taxes which are now, or may be, levied during the life of this Quotation, by the United States Government, or any State or any political subdivision thereof, on the materials quoted herein, or its ingredients or on the sales or purchase thereof, or on the incidental transportation charges, when the same are required to be paid or collected by the Seller, shall be added to the prices named herein.

PRICE AND DELIVERY: Prices are not subject to contract protection and all shipments will be invoiced at prices in effect at time of delivery. Orders are not binding unless confirmed in writing by this company. The Purchaser agrees to give the Seller reasonable notice of the time and rate of deliveries. All deliveries will be made to the best of Seller's ability and dispatch, but no claims will be allowed because of delays in deliveries.

DELIVERY: The Seller agrees to make all deliveries using the best route available. The Seller will not however, be responsible for failure to make delivery when prevented by strikes or other labor troubles, accidents or necessary repairs to machinery, by fire, floods, or other adverse weather conditions, by inability to procure transportation, electric power, fuel, or operating materials or machinery, by Government regulations, requirements, or orders, by acts of public enemies, mobs, or rioters, by acts of God, or any other cause beyond the Seller's control. The Seller reserves the right to refuse deliveries when it believes delivery unsafe or "impracticable by reason of existing or threatened strikes, lockout, boycott, picketing, or other labor dispute". If there are repeated delays in unloading, the Seller reserves the rights to suspend deliveries without notice until conditions are corrected.

TIME OF DELIVERY: An additional charge will be made for all loading or deliveries before 7 a.m. or after 4 p.m. on weekdays, or for all loading or deliveries on Saturdays or Sundays and the following holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas, or when these holidays fall on Sunday and are celebrated on Monday. Special arrangements covering loading or deliveries on holidays or overtime must be made at least 48 hours previous to the date of such operations. Prices for overtime of holiday deliveries will be quoted on application.

POINT OF DELIVERY: When deliveries of materials are requested to place other than on paved streets, the Purchaser agrees to provide roadways or approaches permitting access of trucks to point of delivery under their own power. If the Purchaser orders deliveries beyond the curb line, the Purchaser assumes all liability for damages to sidewalks, driveways, or other property and agrees to indemnify the Seller against all liability, loss, and expense incurred as a result of such delivery, including damage to Seller's equipment and loss of time.

ADDED WATER: Seller is not responsible for the slump, strength or quality of any concrete to which water or any other material has been added by the Purchaser or at his request. The Seller has no control over placing or handling of concrete after unloading and will not therefore, guarantee the finished work in which it is used. If any admixtures not regularly used and recommended by the Seller are required by the Purchaser, they shall be furnished by the Purchaser unless otherwise agreed upon. The Purchaser agrees to be exclusively responsible for the effect of such admixtures on the concrete.

CLAIMS: SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. All claims must be submitted in writing within 72 hours of the incident to be accepted by the Seller. All damage claims must have been reviewed, seen, and acknowledged in writing by an authorized agent of the Seller to be accepted. No claim for concrete torn out by the Buyer will be accepted as a claim against the Seller, unless an acknowledgement in writing from the Seller has been received by the Buyer to remove the concrete placed. Under no circumstances shall Seller be responsible or liable for loss or damage in excess of the price received for concrete delivered to Purchaser or for charges or damages of any kind incurred or suffered by Purchaser or any other person or entity in testing, repairing, or replacing defective concrete or occasioned by defective concrete. In no event shall Seller be liable for special, incidental, consequential damages for any breach hereof, including but not limited to loss of goodwill, loss of profits, or loss of use.

REFUNDS: Materials ordered and delivered by mistake or in excess of requirement cannot be returned for credit.

AN EQUAL OPPORTUNITY EMPLOYER: The "equal opportunity clause" as prescribed by the Federal Executive Order and Regulation is incorporated herein by reference and is made a part of this quotation as if fully set forth herein.

FAIR LABOR STANDARDS ACT: We hereby certify that these goods are manufactured in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and all regulations and orders of the United States Department of Labor issued under Section 14m thereof.

ADDITIONAL CHARGES: Extra charges may apply to small loads, truck hold time, weekend, after-hours or holiday pours. Please refer to your quote.

TERMS: NET Due and payable thirty (30) days from the date of invoice. Service charge at the rate of 1 ½% per month, annual percentage rate 18% on accounts not paid when due. Acceptance of this contract by Purchaser for sale upon open account constitutes a representation by Purchaser that Purchaser is solvent, and no insolvency preceding of any kind, voluntary or involuntary has been instituted by or against Purchaser. Seller reserves the right to refuse delivery to any Purchaser with unsatisfactory credit history or to discontinue deliveries to any Purchaser with a past due account.

TESTING: All ready mixed concrete delivered to Purchaser shall conform to requirements of current ASTM specification designation C-94. All strengths shall be determined in pounds per square inch as shown by compressive tests of 28 days of 6" x 12" cylinders made, cured, capped, and tested in accordance with procedures of ASTM Designation C-31. All tests regarding content of mixture and compressive strength shall be made as promptly as practice allows or dictates and any unsatisfactory result shall be communicated in detail in writing to Seller immediately. Failure to perform a required test in a timely or expeditious manner, or failure to transmit the results thereof to Seller immediately in writing shall void this warranty. The addition of water to the mix by Purchaser relieves Seller of any responsibility as to strength of concrete provided the slump at the time of delivery is equal to that specified, but not in excess of a 6" slump. Admixture additions by Purchaser relieves Seller of any responsibility as to strength.

NO VERBAL AGREEMENT: It is understood that there are no verbal agreements or understandings which are not incorporated herein. No waiver of conditions of sale shall be implied from any failure by Seller to exercise same.

TERMS TAKE PRIORITY: This quotation is made to said Purchaser and cannot be transferred or assigned for the use of any other Purchaser without the written consent of the Seller. All of the terms, and provisions of the proposal between the parties pertaining to the subject matter hereof are fully set out herein, and no understanding, warranty or obligation not herein expressly set forth shall be binding upon the Seller and no subsequent modification of this quotation shall be binding upon the parties unless the same is in writing and signed by the Seller and the Buyer.



COMBS & WEISBROD
MASONRY, INC.

Project: Warren County Jail
Construction Work Order #: Medical Privacy Wall Modification
Date: 12/2/2021
Description of Work: Demo Privacy wall and lower by 8"
 Signed Tickets: 2430 and 2435

Description	<u>Labor</u>				<u>Material</u>				<u>Equipment</u>			
	Qty.	Unit	Unit Price	Total	Qty.	Unit	Unit Price	Total	Qty.	Unit	Unit Price	Total
Foreman Hrs	6	hrs.	\$ 60.22	\$ 361.32								
Bricklayer	66	hrs.	\$ 54.22	\$ 3,036.32								
Hod Carrier	96	hrs.	\$ 52.19	\$ 5,010.24								
Mobilization	16	hrs.	\$ 50.89	\$ 814.24					16	hrs	\$ 14.85	\$ 237.60
Mortar					2	bags	\$ 6.95	\$ 13.90				
4"x8"x64" Precast Lintels					4	ea	\$ 55.15	\$ 220.60				

EXTENSION \$ 9,222.12 \$ 234.60 \$ 237.60

Labor Material Equipment SUBTOTAL

Sub Total	\$	9,694.22
Tax	\$	-
Subtotal	\$	9,694.22
Overhead and Profit	15%	\$ 1,454.13
Total	\$	\$ 11,148.35



READINGROCK®
BUILDING MATERIALS & SERVICES

PRECAST LINTEL LIST

Effective December 1, 2021
Pricing Subject to Change.

Stock does not mean inventory is guaranteed to be available. Larger quantities are subject to scheduling at the time of order.

Trade Discount does NOT Apply

Other sizes/weights available upon request

<u>SIZE</u>	<u>PRODUCT CODE</u> <u>CONCRETE</u>	<u>PRICE</u> <u>CONCRETE</u>	<u>STEEL</u>	<u>PRODUCT CODE</u> <u>LIGHTWEIGHT</u>	<u>PRICE</u> <u>LIGHTWEIGHT</u>
4X8X2'8"	150004028	\$20.56	2-#3	151004028	\$23.22
4X8X3'4"	150004034	\$29.38	2-#3	151004034	\$32.87
4X8X4'0"	150004040	\$35.24	2-#4	151004040	\$39.83
4X8X4'8"	150004048	\$41.11	2-#4	151004048	\$46.66
4X8X5'4"	150004054	\$49.02	2-#4	151004054	\$55.15
4X8X6'0"	150004060	\$55.15	2-#4	151004060	\$62.03
4X8X6'8"	150004068	\$68.66	2-#5	151004068	\$77.21
4X8X7'4"	150004074	\$75.52	2-#5	151004074	\$85.12
4X8X8'0"	150004080	\$82.39	2-#5	151004080	\$92.67
4X8X8'8"			2-#5	151004088	\$104.13
4X8X9'4"			2-#5	151004094	\$112.16
4X8X10'0"			2-#5	151004100	\$120.16
4X8X10'8"			2-#5	151004108	\$128.18
4X8X11'4"			2-#5	151004114	\$159.84
4X8X12'0"			2-#5	151004120	\$169.21
6X8X4'8"			2-#5	151006048	\$79.56
6X8X5'4"			2-#5	151006054	\$90.92
6X8X6'0"			2-#5	151006060	\$102.27
6X8X7'4"			4-#4	151006074	\$129.26
6X8X8'0"			4-#4	151006080	\$141.01
8X8X4'0"			4-#4	151008040	\$94.26
8X8X4'8"			4-#4	151008048	\$109.96
8X8X5'4"			4-#4	151008054	\$125.68
8X8X6'0"			4-#4	151008060	\$141.38
8X8X6'8"			4-#5	151008068	\$157.07
8X8X7'4"			4-#5	151008074	\$172.78
8X8X8'0"			4-#5	151008080	\$188.50

We Reserve The Right To Quote Large Commercial Projects On A Job-By-Job Basis

CHARGE REPORT FOR SERVICES RENDERED TO OR BY



COMBS & WEISBROD
MASONRY, INC.

FORMAN OR SUPT.

JOB: W.C.S.O

DATE: 11-7/11-13

SERVICE RENDERED:

TO: Granger/Megan

BY: Combs + Weisbrod

TIME REPORT	SUPT. OR FOREMAN	BRKLYR.	HDCRR.	driven
HOURS	2	16	16	2

MATERIAL & EQUIPMENT REPORT

QUANTITY	DESCRIPTION

DESCRIPTION OF WORK DONE OR SERVICE RENDERED

Demo of partition walls
in area M medical. Prep for
instalation of concrete lintels
at bottom to create openings

APPROVED FOR

BY:

No. 2430

CHARGE REPORT FOR SERVICES RENDERED TO OR BY



COMBS & WEISBROD
MASONRY, INC.

FORMAN OR SUPT.

JOB: W.C.S.O

DATE: 11-13/11-20

SERVICE RENDERED:

TO: Granger/Megan

BY: Combs + Weisbrod Masonry

TIME REPORT	SUPT. OR FOREMAN	BRKLYR.	HDCRR.	driver
HOURS	4	40	80	14

MATERIAL & EQUIPMENT REPORT

QUANTITY	DESCRIPTION
4	4" x 8" x 64" conc. Lintels
2	Quik-crete mortar mix

DESCRIPTION OF WORK DONE OR SERVICE RENDERED

Demo of partition walls in area M medical. Replace lintels at base of walls where required

APPROVED FOR

BY:

No. 2435



CHANGE ORDER REQUEST

DATE: 01/05/2022

PCO#: 306

Granger Construction Company
1822- 00 - Warren County Jail

To: Tiffany Zindel
Warren County
406 Justice Drive
Lebanon, OH 45036
Phone: 513-695-1241
Fax:
Email: Tiffany.Zindel@co.warren.oh.us
CC:

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911
Phone:
Fax:
Email: jwoehrle@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: LEE Added FA Lockable Cover, NL & IT Changes
Proposed Scope of Work: LEE Added FA Lockable Cover, NL & IT Changes

The prices below are valid until 11/23/2021

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Added FA Lockable Cover, NL & IT Changes Bond	Closed		0000610-00	Bonds	\$45.48
2 : Added FA Lockable Cover, NL & IT Changes Sub Bond Risk	Closed		0000620-00	Sub Bond Risk	\$75.80
3 : Added FA Lockable Cover, NL & IT Changes CM Fee	Closed		0000092-00	CM Fee	\$193.56
4 : Added FA Lockable Cover, NL & IT Changes Insurance	Closed		0000620-02	Insurances	\$22.74
5 : Added FA Lockable Cover, NL & IT Changes LEE	Closed		0016000-00	Lake Erie Electric	\$7,579.98

Total: \$7,917.56

Submitted By:

Jason Woehrle

01/05/2022
Date

Approved By:

Tiffany Zindel
Warren County

Date



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Warren County Jail

10/26/21

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail

LEE CO No.: TBD

Re : Misc. Work - See Extra Work Reports

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost: \$3,201.38

Bond

CO Net: \$3,201.38

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,

Lake Erie Electric, Inc.

Sean M. Mondello

Project Manager

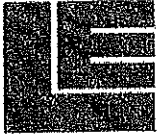
CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

Project Warren County Jail
 Name Lebanon, OH
 County Montgomery
 Subcontractor Name and Address
LAKE ERIE ELECTRIC, INC.
360 INDUSTRIAL DRIVE
FRANKLIN, OH 45005

Contractor's
 Contract No. 1822-000121
 Project No. _____ Phase Contr. No. _____
 Change Order No. TBD for Changes
 I.D. No. _____ Phase Contr. No. _____
 Type of Contract ELECTRICAL

A. Labor Summary (exclude fringes) - GC 7.7.2.2		Premium Portion ¹		
Personnel Classification	Regular Rate		=	
Journeyman	10.00 hours x 32.00 /hour	/hour	=	<u>320.00</u>
Foreman	28.50 hours x 35.20 /hour	/hour	=	<u>1,003.20</u>
Gen Fore	_____ hours x 36.58 /hour	/hour	=	_____
PM	_____ hours x 80.00 /hour	/hour	=	_____
				Total (B) \$ <u>1,323.20</u>
B. Fringes - GC 7.7.2.3			=	
Journeyman	10.00 hours x 21.14 /hour	/hour	=	<u>211.40</u>
Foreman	28.50 hours x 21.30 /hour	/hour	=	<u>607.05</u>
Gen Fore	_____ hours x 20.67 /hour	/hour	=	_____
PM	_____ hours x _____ /hour	/hour	=	_____
				Total (C) \$ <u>818.45</u>
C. Allowable Payroll Expenses - GC 7.7.2.4			=	
Journeyman	10.00 hours x 7.23 /hour	/hour	=	<u>72.30</u>
Foreman	28.50 hours x 7.96 /hour	/hour	=	<u>226.86</u>
Gen Fore	_____ hours x 8.27 /hour	/hour	=	_____
PM	_____ hours x _____ /hour	/hour	=	_____
				Total (D) \$ <u>299.16</u>
D. Equipment Rental (attach itemized quotes / invoices)				Total (D) \$ _____
E. Administrative and Processing fees				Total (E) \$ _____
F. Trucking (attach itemized supporting documentation)				Total (F) \$ _____
G. Material (attach itemized supporting documentation)				Total (G) \$ <u>343.00</u>
Sub Total				\$ <u>2,783.81</u>
H. Contractor Overhead and Profit GC 7.7.2.10			x 15.00%	Total (H) \$ <u>417.57</u>
I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1				Total (I) \$ _____
J. Subcontractor Tier Markup			x 5.00%	Total (J) \$ _____
K. Miscellaneous - GC 7.7.2.12				Total (K) \$ _____
1. Premium portion (labor and fringes) only for approved overtime - attach itemized supporting documentation ²				
Grand Total (Sub Total + H + I + J + K)				\$ <u>3,201.38</u>

1. Premium portions are shown on Line (K), sub-totals are not shown. Premium portion is the difference between Overtime and Regular-time Rates
 2. Not applicable to all change orders. Subject to review and acceptance of Contracting Authority.



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 2

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1

Established 1952

WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF \$ 343.00

NET MATERIAL TOTAL \$ 343.00

131314



LAKE ERIE ELECTRIC

"Leading Electrical Excellence"

EXTRA WORK REPORT

OFFICE

- CLEVELAND LORAIN
- DAYTON TOLEDO
- MANSFIELD MICHIGAN
- AKRON

CUSTOMER Granger

DATE _____

BILLING ADDRESS _____

CUSTOMER ORDER NO. _____

OUR JOB NO. 1019-1015 REPORT NO. _____

LOCATION Warren County Jail

JOB NAME _____

WORK DESCRIPTION _____

Changing night lights from 525 to 515 in C1

BADGE NO.	EMPLOYEE NAME	CLASS	RATE	HOURS	P.O. NO.	QUAN.	MATERIAL DESCRIPTION	TOTAL	
	Todd Curtis		2T	7					
			1½T						
			ST						
	Matt Dowdy		2T	4					
			1½T						
			ST						
			2T						
			1½T						
			ST						
			2T						
			1½T						
			ST						
			2T						
			1½T						
			ST						
			2T						
			1½T						
			ST						
			2T						
			1½T						
			ST						
			2T						
			1½T						
			ST						
			2T						
			1½T						
			ST						
			2T						
			1½T						
			ST						
				TOTAL HOURS		MATERIAL TOTAL			
					TOOLS AND EQUIP.		HOURS	RATE	TOTAL

WAREHOUSE DELIVERIES (TRUCK & DRIVER) NO. OF TRIPS 11
 WORK AUTHORIZED BY [Signature] DATE 10/22/21

[Signature] DATE 10/22
 FOR LAKE ERIE ELECTRIC, INC.



131315

LAKE ERIE ELECTRIC

"Leading Electrical Excellence"

EXTRA WORK REPORT

OFFICE

- CLEVELAND LORAIN
- DAYTON TOLEDO
- MANSFIELD MICHIGAN
- AKRON

CUSTOMER Granger DATE _____

BILLING ADDRESS _____ CUSTOMER ORDER NO. _____

OUR JOB NO. 1010-1016 REPORT NO. _____

LOCATION Lebanon, OH JOB NAME _____

WORK DESCRIPTION
adding low voltage switch for medical Isolation room lights

BADGE NO.	EMPLOYEE NAME	CLASS	RATE	HOURS	P.O. NO.	QUAN.	MATERIAL DESCRIPTION			TOTAL
	Todd Curtis		2T			20'	3/4 EMT			
			1 1/2 T							
			ST	8			100'	1 1/2 low voltage cable		
	Matt Downey		2T			1	low voltage switch			
			1 1/2 T							
			ST	6			2	4" sq boxes		
			2T			30'	1 2/3 MC			
			1 1/2 T							
			ST							
			2T							
			1 1/2 T							
			ST							
			2T							
			1 1/2 T							
			ST							
			2T							
			1 1/2 T							
			ST							
			2T							
			1 1/2 T							
			ST							
			2T							
			1 1/2 T							
			ST							
TOTAL HOURS							MATERIAL TOTAL			
			2T				TOOLS AND EQUIP.	HOURS	RATE	TOTAL
			1 1/2 T							
			ST							
			2T							
			1 1/2 T							
			ST							
			2T							
			1 1/2 T							
			ST							
			2T							
			1 1/2 T							
			ST							

WAREHOUSE DELIVERIES (TRUCK & DRIVER) NO. OF TRIPS 14

TOOLS AND EQUIPMENT TOTAL

WORK AUTHORIZED BY [Signature] DATE 10/22/21

FOR LAKE ERIE ELECTRIC, INC. DATE 10/22



131316

LAKE ERIE ELECTRIC
"Leading Electrical Excellence"
EXTRA WORK REPORT

- OFFICE
- CLEVELAND LORAIN
 - DAYTON TOLEDO
 - MANSFIELD MICHIGAN
 - AKRON

CUSTOMER, Granger DATE _____

BILLING ADDRESS _____ CUSTOMER ORDER NO. _____

OUR JOB NO. 1019-1016 REPORT NO. _____

LOCATION Lebanon, OH JOB NAME _____

WORK DESCRIPTION _____

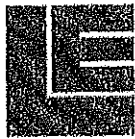
On Stand-By for any Issues

BADGE NO.	EMPLOYEE NAME	CLASS	RATE	HOURS	P.O. NO.	QUAN.	MATERIAL DESCRIPTION	TOTAL			
	<u>Tom Van</u>		2T	<u>2.75</u>	<u>9</u>						
		1½T									
		ST									
		2T									
		1½T									
		ST									
		2T									
		1½T									
		ST									
		2T									
		1½T									
		ST									
		2T									
		1½T									
		ST									
MATERIAL TOTAL											
		TOOLS AND EQUIP.				HOURS	RATE	TOTAL			
TOTAL HOURS											
WAREHOUSE DELIVERIES (TRUCK & DRIVER) NO. OF TRIPS											

WORK AUTHORIZED BY [Signature] DATE 10/22/21

FOR LAKE ERIE ELECTRIC, INC. [Signature] DATE 10/22

	Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1	3/4" CONDUIT - EMT	25	C	32.81			
2	3/4" COUPLING SS STL - EMT	3	C	1.94			
3	3/4" CONN SS STL INSUL - EMT	4	C	1.55			
4	3/4" 1-H STRAP - EMT - STEEL	5	C	1.29			
5	#12 THHN BLACK	138	M	28.98			
6	#12/3C CABLE MC - ALUM ARMOR	50	M	58.80			
7	#18-1P SHLD CTRL-AUDIO-INST CBL	100	M	55.00			
8	4x 1 1/2" SQ BOX COMB KO	2	C	1.81		C	
9	4" SQ BLANK COVER	2	C	0.77			
10	#8 TO #10x 7/8 PLAS ANCHOR (3/16)	9	C	0.64			
11	#10x1 P/H SELF-TAP SCREW	9	C	0.52			
12	#12 WIRE POWER TERM	24	E	8.88			
13	LOW VOLTAGE DIMMER SWITCH	1	E	150.00			
	Totals	372		343.00			



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Warren County Jail

10/25/21

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail

LEE CO No.:TBD

Re :Misc. Work - See Extra Work Reports

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost: \$370.58

Bond

CO Net: \$370.58

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,

Lake Erie Electric, Inc.

Sean M. Mondello
Project Manager

CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

Project Warren County Jail
 Name Lebanon, OH
 County Montgomery
 Subcontractor Name and Address
LAKE ERIE ELECTRIC, INC.
360 INDUSTRIAL DRIVE
FRANKLIN, OH 45005

Contractor's
 Contract No. 1822-000121
 Project No. _____ Phase _____ Contr. No. _____
 Change Order No. TBD for Changes
 I.D. No. _____ Phase _____ Contr. No. _____
 Type of Contract ELECTRICAL

A. Labor Summary (exclude fringes) - GC 7.7.2.2		Premium Portion ¹		
Personnel Classification	Regular Rate			
Journeyman	2.00 hours x 32.00 /hour	/hour	=	64.00
Foreman	1.00 hours x 35.20 /hour	/hour	=	35.20
Gen Fore	_____ hours x 36.58 /hour	/hour	=	_____
PM	_____ hours x 80.00 /hour	/hour	=	_____
				Total (B) \$ 99.20
B. Fringes - GC 7.7.2.3				
Journeyman	2.00 hours x 21.14 /hour	/hour	=	42.28
Foreman	1.00 hours x 21.30 /hour	/hour	=	21.30
Gen Fore	_____ hours x 20.67 /hour	/hour	=	_____
PM	_____ hours x _____ /hour	/hour	=	_____
				Total (C) \$ 63.58
C. Allowable Payroll Expenses - GC 7.7.2.4				
Journeyman	2.00 hours x 7.23 /hour	/hour	=	14.46
Foreman	1.00 hours x 7.96 /hour	/hour	=	7.96
Gen Fore	_____ hours x 8.27 /hour	/hour	=	_____
PM	_____ hours x _____ /hour	/hour	=	_____
				Total (D) \$ 22.42
D. Equipment Rental (attach itemized quotes / invoices)				Total (D) \$ _____
E. Administrative and Processing fees				Total (E) \$ _____
F. Trucking (attach itemized supporting documentation)				Total (F) \$ _____
G. Material (attach itemized supporting documentation)				Total (G) \$ 137.04
Sub Total				\$ 322.24
H. Contractor Overhead and Profit GC 7.7.2.10		x 15.00%	Total (H)	\$ 48.34
I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1			Total (I)	\$ _____
J. Subcontractor Tier Markup		x 5.00%	Total (J)	\$ _____
K. Miscellaneous - GC 7.7.2.12			Total (K)	\$ _____
1. Premium portion (labor and fringes) only for approved overtime				
- attach itemized supporting documentation ²				
Grand Total (Sub Total + H + I + J + K)				\$ 370.58

1. Premium portions are shown on Line (K), sub-totals are not shown. Premium portion is the difference between Overtime and Regular-time Rates

2. Not applicable to all change orders. Subject to review and acceptance of Contracting Authority.



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 21

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1

Established 1952

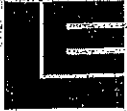
WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF

Credit Card

\$ 137.04

NET MATERIAL TOTAL \$ 137.04



131305

LAKE ERIE ELECTRIC
"Leading Electrical Excellence"
EXTRA WORK REPORT

OFFICE

- Office selection checkboxes: CLEVELAND, LORAIN, DAYTON, TOLEDO, MANSFIELD, MICHIGAN, AKRON.

CUSTOMER: Granger DATE:
BILLING ADDRESS: CUSTOMER ORDER NO.:
LOCATION: Lebanon, OH OUR JOB NO. 1018-1016 REPORT NO.:
JOB NAME: Warren County jail
WORK DESCRIPTION: Add covers for FA pull stations in Booking and Inmate release

Table with columns: BADGE NO., EMPLOYEE NAME, CLASS, RATE, HOURS, P.O. NO., QUAN., MATERIAL DESCRIPTION, TOTAL. Includes entries for Todd Carls and Gunner Edwards.

Warehouse Deliveries (Truck & Driver) No. of Trips:
Work Authorized By: [Signature] DATE: 10/18/21
Tools and Equipment: [Signature] DATE: 10/18/21
FOR LAKE ERIE ELECTRIC, INC.

From: [Becky Helmrich](#)
To: [Sean Mondello](#)
Subject: FW: Transaction Receipt from WINDY CITY CABINET for \$137.04 (USD)
Date: Monday, October 25, 2021 12:35:26 PM

Order Information

Description: Windy City Cabinet

Invoice Number 3464

Billing Information

SEAN MONDELLO
LAKE ERIE ELECTRIC INC-DAYTON OFFICE
360 INDUSTRIAL DRIVE
Franklin, Ohio 45005
United States
bhelmrich@lakeerieelectric.com
19377431220

Shipping Information

SEAN MONDELLO
LAKE ERIE ELECTRIC INC-DAYTON OFFICE
360 INDUSTRIAL DRIVE
Franklin, Ohio 45005
United States

Total: \$137.04 (USD)

Payment Information

Date/Time: 30-Sep-2021 13:00:08 PDT
Transaction ID: 42962931462
Payment Method: MasterCard xxxx1300
Transaction Type: Purchase
Auth Code: 065546

Merchant Contact Information

WINDY CITY CABINET
CHICAGO, IL 60618
US
ANDY@DISPLAYSPECIALISTS.COM



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Warren County Jail

10/28/21

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail

LEE CO No.:TBD

Re :Misc. Added work for Structured

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost: \$4,008.00

Bond

CO Net: \$4,008.00

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,

Lake Erie Electric, Inc.

Sean M. Mondello
Project Manager

CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

Project Warren County Jail
 Name Lebanon, OH
 County Montgomery
 Subcontractor Name and Address
LAKE ERIE ELECTRIC, INC.
360 INDUSTRIAL DRIVE
FRANKLIN, OH 45005

Contractor's
 Contract No. 1822-000121
 Project No. _____ Phase Contr. No. _____
 Change Order No. TBD for OT
 I.D. No. _____ Phase Contr. No. _____
 Type of Contract ELECTRICAL

A. Labor Summary (exclude fringes) - GC 7.7.2.2		Premium Portion ¹		
Personnel Classification	Regular Rate		=	
Journeyman	hours x 32.00 /hour	16.00 /hour	=	
Foreman	hours x 35.00 /hour	17.50 /hour	=	
Gen Fore	hours x 38.40 /hour	19.20 /hour	=	
PM	hours x 80.00 /hour	40.00 /hour	=	
				Total (B) \$ _____
B. Fringes - GC 7.7.2.3				
Journeyman	hours x 21.14 /hour	10.57 /hour	=	
Foreman	hours x 21.30 /hour	10.65 /hour	=	
Gen Fore	hours x 21.46 /hour	10.73 /hour	=	
PM	hours x _____ /hour	_____ /hour	=	
				Total (C) \$ _____
C. Allowable Payroll Expenses - GC 7.7.2.4				
Journeyman	hours x 7.23 /hour	3.62 /hour	=	
Foreman	hours x 7.96 /hour	3.98 /hour	=	
Gen Fore	hours x 8.68 /hour	4.34 /hour	=	
PM	hours x _____ /hour	_____ /hour	=	
				Total (D) \$ _____
D. Equipment Rental (attach itemized quotes / invoices)				Total (D) \$ _____
E. Administrative and Processing fees				Total (E) \$ _____
F. Trucking (attach itemized supporting documentation)				Total (F) \$ _____
G. Material (attach itemized supporting documentation)				Total (G) \$ _____
Sub Total				\$ _____
H. Contractor Overhead and Profit GC 7.7.2.10		x 15.00%		Total (H) \$ _____
I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1				Total (I) \$ <u>3,817.16</u>
J. Subcontractor Tier Markup		x 5.00%		Total (J) \$ <u>190.86</u>
K. Miscellaneous				Total (K) \$ _____
Grand Total (Sub Total + H + I + J + K)				\$ <u>4,008.02</u>

Project Warren County Jail
Name Lebanon, OH
County Montgomery
Subcontractor Name and Address
Structured Technology
2611 Crescent Springs Pike
Crescent Springs, KY 41017

Contractor's
Contract No. 1822-000121
Project No. _____ Phase _____ Contr. No. _____
Change Order No. TBD for OT
I.D. No. _____ Phase _____ Contr. No. _____
Type of Contract ELECTRICAL

A. Labor Summary (exclude fringes) - GC 7.7.2.2			Premium Portion ¹		
Personnel Classification	Regular Rate			=	
JW Installer	12.00 hours x 44.06 /hour		22.03 /hour	=	<u>528.72</u>
Non BICSI	4.00 hours x 29.51 /hour		14.76 /hour	=	<u>118.04</u>
	_____ hours x _____ /hour		_____ /hour	=	_____
	_____ hours x _____ /hour		_____ /hour	=	_____
					Total (B) \$ <u>646.76</u>
B. Fringes - GC 7.7.2.3					
JW Installer	12.00 hours x 39.57 /hour		19.79 /hour	=	<u>474.84</u>
Non BICSI	4.00 hours x 23.22 /hour		11.61 /hour	=	<u>92.88</u>
	_____ hours x _____ /hour		_____ /hour	=	_____
	_____ hours x _____ /hour		_____ /hour	=	_____
					Total (C) \$ <u>567.72</u>
C. Allowable Payroll Expenses - GC 7.7.2.4					
JW Installer	12.00 hours x 8.03 /hour		4.02 /hour	=	<u>96.36</u>
NON BICSI	4.00 hours x 7.82 /hour		3.91 /hour	=	<u>31.28</u>
	_____ hours x _____ /hour		_____ /hour	=	_____
	_____ hours x _____ /hour		_____ /hour	=	_____
					Total (D) \$ <u>127.64</u>
D. Equipment Rental (attach itemized quotes / invoices)					Total (D) \$ _____
E. Administrative and Processing fees					Total (E) \$ _____
F. Trucking (attach itemized supporting documentation)					Total (F) \$ _____
G. Material (attach itemized supporting documentation)					Total (G) \$ <u>1,977.15</u>
<u>Sub Total</u>					\$ <u>3,319.27</u>
H. Contractor Overhead and Profit GC 7.7.2.10				x 15.00%	Total (H) \$ <u>497.89</u>
I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1					Total (I) \$ _____
J. Subcontractor Tier Markup				x 5.00%	Total (J) \$ _____
K. Miscellaneous					Total (K) \$ _____
<u>Grand Total (Sub Total + H + I + J + K)</u>					\$ <u>3,817.16</u>



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 2

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1

Established 1952

WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF	\$	-
	\$	-
Strutted	\$	1,977.15

NET MATERIAL TOTAL \$ 1,977.15



131311

LAKE ERIE ELECTRIC

"Leading Electrical Excellence"

EXTRA WORK REPORT

OFFICE

- CLEVELAND
- DAYTON
- MANSFIELD
- AKRON
- LORAIN
- TOLEDO
- MICHIGAN

CUSTOMER Granger

DATE 9-15-21

BILLING ADDRESS _____

CUSTOMER ORDER NO. _____

OUR JOB NO. 1018-1016 REPORT NO. _____

LOCATION Lebanon OH

JOB NAME Warren County jail

WORK DESCRIPTION Schedule panel wire pulls and terminations. Routed and dressed cables across ladder racks and down to patch panel. Terminated and provided part information to customer. (Field end terminated by owner)

BADGE NO.	EMPLOYEE NAME	CLASS	RATE	HOURS	P.O. NO.	QUAN.	MATERIAL DESCRIPTION	TOTAL	
	Dallas Barber		2T	4		1,000ft	Belden D6UP DISU 1000 CAT6		
			1½T						
			ST						
			2T						
			1½T						
			ST						
			2T						
			1½T						
			ST						
			2T						
			1½T						
			ST						
			2T						
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			ST						
			2T						
			1½T						
			ST						
			2T						
			1½T						
			ST						
			2T						
			1½T						
			ST						
				TOTAL HOURS					
WAREHOUSE DELIVERIES (TRUCK & DRIVER) NO. OF TRIPS _____					TOOLS AND EQUIP.		HOURS	RATE	TOTAL
					TOTAL				

WORK AUTHORIZED BY _____ DATE _____

Heavenman
FOR LAKE ERIE ELECTRIC, INC. DATE 10/15/21



131312

LAKE ERIE ELECTRIC

"Leading Electrical Excellence"

EXTRA WORK REPORT

OFFICE

- CLEVELAND
- DAYTON
- MANSFIELD
- AKRON
- LORAIN
- TOLEDO
- MICHIGAN

CUSTOMER GRANGER DATE 9-30-21
 BILLING ADDRESS _____ CUSTOMER ORDER NO. _____
 OUR JOB NO. 1018-1016 REPORT NO. _____

LOCATION LEBANON OH JOB NAME WARREN County Jail
 WORK DESCRIPTION Add TV locations in M3-02 and M3-04. Pulled 2 coax and 2 CAT6 cables to TV locations
Terminate, test and label both ends.

BADGE NO.	EMPLOYEE NAME	CLASS	RATE	HOURS	P.O. NO.	QUAN.	MATERIAL DESCRIPTION	TOTAL		
	Dallas Barber		2T			2	Belden RV6 MKUUBL-51 Jacks			
			1½T							
			ST		4		300ft. Belden Dblup DISU1000 CAT6			
	Brian Bodley		2T			300ft.	West Penn 250841V1000 coax cable			
			1½T							
			ST		4					
			2T							
			1½T							
			ST							
			2T							
			1½T							
			ST							
			2T							
			1½T							
			ST							
			2T							
			1½T							
			ST							
			2T							
			1½T							
			ST							
							MATERIAL TOTAL			
							TOOLS AND EQUIP.	HOURS	RATE	TOTAL
TOTAL HOURS										
							TOOLS AND EQUIPMENT		TOTAL	

WAREHOUSE DELIVERIES (TRUCK & DRIVER) NO. OF TRIPS

DATE _____
 FOR LAKE ERIE ELECTRIC, INC. DATE 10/5/21

WORK AUTHORIZED BY _____

LE 101-2

DISTRIBUTION: WHITE & YELLOW TO OFFICE: BLUE TO CUSTOMER: PINK RETAINED IN FIELD



Invoice

2611 Crescent Springs Pike
 Crescent Springs, KY 41017

Date	Invoice #
10/28/2021	21127

Bill To
Lake Erie Electric, Inc. - Dayton Office 360 Industrial Drive Franklin, OH 45005

Ship To
Warren County Jail Justice Center Drive Lebanon, OH 45036

P.O. No.	Terms	Project
	Net 30	21127 - WCJ OT Ho...

Item	Quantity	Description	Rate	Amount
BEL*AX102652	2	Electric White 2 Port	3.90	7.80
BEL*D6UP	2,100	CAT6 4PR U/UTP CMP REEL	0.285	598.50
BEL*RV6MJKU...	6	Modular Connectors - REVConnect Jack CAT6+ UTP - 24 PACK	192.60	1,155.60
WPW*25Q841	300	RG-6 18 SOLID BARE CATVP QUAD-SHIELD	0.7175	215.25
Total				\$1,977.15

Past due invoices may be subject to a 2% late charge.

Phone #
859-727-6320



CHANGE ORDER REQUEST

DATE: 01/05/2022

PCO#: 307

Granger Construction Company
1822- 00 - Warren County Jail

To: Tiffany Zindel
Warren County
406 Justice Drive
Lebanon, OH 45036

Phone: 513-695-1241

Fax:

Email: Tiffany.Zindel@co.warren.oh.us

CC:

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

Phone:

Fax:

Email: jwoehrle@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: Add Call Button to Non Contact Visitation Rooms

Proposed Scope of Work: Add Call Button to Non Contact Visitation Rooms

The prices below are valid until 11/23/2021

PCO/Item	Status	Change (In Days)	Contract Line	Notes	Amount
1 : Add Call Button to Non Contact Visitation Rooms Bond	Closed		0000610-00	Bonds	\$26.49
2 : Add Call Button to Non Contact Visitation Rooms Sub Bond Ris	Closed		0000620-00	Sub Bond Risk	\$44.15
3 : Add Call Button to Non Contact Visitation Rooms CM Fee	Closed		0000092-00	CM Fee	\$112.47
4 : Add Call Button to Non Contact Visitation Rooms Insurance	Closed		0000620-02	Insurances	\$13.25
5 : Add Call Button to Non Contact Visitation Rooms Pauly Jail	Closed		0011190-00	Pauly Jail	\$1,822.65
6 : Add Call Button to Non Contact Visitation Rooms LEE	Closed		0016000-00	Lake Erie Electric	\$2,592.45

Total: \$4,611.46

Submitted By:

Jason Woehrle

01/05/2022

Date

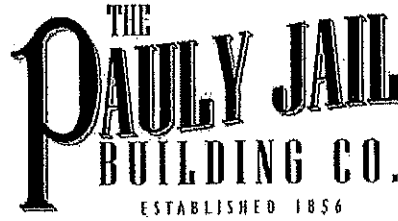
Approved By:

Tiffany Zindel
Warren County

Date

**Warren County Jail & Sheriff's Admin. Office
Add Pushbutton**

Date: 10/29/2021
 To: Megen Construction
 Co: Jason Kaminski
 Fax: via email
 Pgs: 4
 Re: Add Pushbutton



Please find the following summary of changes to the contract for this project: Add (2) new pushbuttons at doors D9-18 and D9-17 and route back to equipment room D9-22. The buttons will be used to alert Master Control that someone needs to exit contact visitation room. Accurate Controls specifically excludes providing and installing conduit pathway, providing and installing backbox and cover plates, and providing and installing pushbutton

Subcontractor	\$ 1,675.98
Subcontractor Mark-up	\$ 83.80
Subtotal (Subcontractor Portion)	\$ 1,759.78
Net Material Cost	\$ -
Tax (on Material)	\$ -
Subtotal (Subcontractor & Material)	\$ 1,759.78
Labor & General Conditions	\$ 54.87
Overhead/Profit	\$ 8.20
Bond	\$ -
Total Requested Change Order - ADD Amount	\$ 1,822.65

Notice - Pauly Jail Building Co. respectfully declines to proceed with material procurement and or installations without receipt of change order or change directive per contract documents. Please note: Pricing is valid for 30 days.

Thank you,

Colin Eacret

Main Office
Pauly Jail Building Co., Inc.
17515 Bataan Court
Noblesville, IN 46062
PH: 317-580-0833
FX: 317-705-2093

Missouri Office
Pauly Jail Building Co., Inc.
1530 S. Big Bend Blvd, 1st Fl
St. Louis, MO 63117
PH: 614-240-5655
FX: 314-240-5667

Missouri Office #2
Pauly Jail Building Co., Inc.
500 Huber Park Ct, Suite 206
Weldon Springs, MO 63304
PH: 636-329-8036
FX: 636-329-8056

Where EXCELLENCE in Jail Building is the TRADITION



CHANGE ORDER PROPOSAL

Project: Warren County Jail & Sheriff's Admin. Office
 PJBC#: 554 PR#

Date: 10/29/2021

SUMMARY OF DETAILED BREAKDOWN	ADDITIONS	DELETIONS	NET TOTAL
A. MATERIAL (Including Taxes)	\$ -	\$ -	\$ -
B. LABOR	\$ -	\$ -	\$ -
C. OTHER COSTS	\$ 54.67	\$ -	\$ 54.67
D. SUBCONTRACTOR COSTS (Including Markup)	\$ 1,759.78	\$ -	\$ 1,759.78
E. NET TOTAL (A+B+C)			\$ 54.67
F. OVERHEAD & PROFIT			\$ 8.20
G. BOND			\$ -
			TOTAL PROPOSAL
			\$ 1,822.65

CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS		PROPOSAL
SUBCONTRACTOR:	CONTRACT WORK DESCRIPTION	
Accurate Controls	Add Pushbutton	\$ 1,675.98
		\$ -
		\$ -
H. SUBTOTAL OF ALL WORK PREFORMED BY SUBCONTRACTORS		\$ 1,675.98
I. CONTRACTOR'S MARK-UP		\$ 83.80
		MARKUP COST
		\$ 1,759.78

MATERIALS/ADD			
	\$ -	ROUGH MAT./ADD	\$ -
	\$ -		
	\$ -		
	\$ -	SALES TAX	\$ -
	\$ -		
		MATERIAL COST	\$ -

MATERIALS/DELETE			
	\$ -	ROUGH MAT./DELETE	\$ -
	\$ -		
	\$ -	SALES TAX	\$ -
	\$ -		
		MATERIAL COST	\$ -

LABOR			RATE	TOTAL
Trade	Labor	Journeyman	0 X \$ 86.48	\$ -
		Foreman	0 X \$ 105.94	\$ -
		Superintendent	0 X	\$ -
		Project Manager	0 X	\$ -
Trade	Travel	Foreman	0 X \$ -	\$ -
		Superintendent	0 X \$ -	\$ -
		Project Manager	0 X \$ -	\$ -
				LABOR COST

Wage Breakdown	Journeyman	Foreman	Superintendent	Other
Tax/Wages	0.00	0.00	0.00	
Benefits	0.00	0.00	0.00	
Payroll Taxes	0.00	0.00	0.00	
Workers Comp	0.00	0.00	0.00	

GENERAL CONDITIONS	AMOUNT	OTHER COSTS	AMOUNT
1. MISC COST (Vehicle/Travel)	\$ -		
2. GEN. LIA. INS./INST FLTR	\$ 1.88	6. COORD/JOB INCL	\$ 52.79
3. GEN. LIA.	\$ -	7. PER DIEM	\$ -
4. EQUIPMENT	\$ -		
		G/C COST	\$ 54.67

CONTRACT: _____

CONTRACTOR: _____ TITLE: _____

(PRINT)

(SIGNATURE)

DATE: _____



ACCURATE CONTROLS, INC.

October 29, 2021

RE: Pushbutton Add
Warren County Jail
Lebanon, OH 45036

Description of Changes:

Add (2) new pushbuttons at doors D9-18 & D9-17 and route back to equipment room D9-22. The buttons will be used to alert Master Control that someone needs to exit contact visitation room.

Exceptions:

- Providing & installing conduit pathway
- Providing & installing backbox and cover plates
- Providing & installing pushbutton cable

Qty	Description	Rate	Total
1.0	Hours AutoCad	\$106.00	\$106.00
0.0	Hours Engineering	\$118.00	\$0.00
1.0	Hours Project Management	\$106.00	\$106.00
2.0	Hours Programming	\$118.00	\$236.00
0.0	Hours Equipment Assembly	\$94.00	\$0.00
2.0	Hours ACI Tech Onsite	\$94.00	\$188.00
0.0	Per Diem	\$193.00	\$0.00
2.0	Pushbutton	\$34.20	\$68.40
1.0	Remobilization	\$750.00	\$750.00
5%	Shipping and Handling on Equipment	\$68.40	\$3.42
15%	Overhead and Profit	\$1,454.40	\$218.16
	Total		\$1,675.98

Warranty:

Accurate Controls, Inc. shall guarantee our equipment to be free from defects for a minimum period of one year. We shall send replacements of defective equipment in a timely fashion after diagnosis by our technical assistance department and a purchase order is issued. If it is determined that the equipment replaced is determined to be defective, no invoice will be sent. Accurate Controls, Inc. does not warrant equipment, which is damaged



ACCURATE CONTROLS, INC.

due to negligence, acts of god or vandalism; if the equipment is so damaged, an invoice for the purchase order will be sent.

As a result of the SARS-CoV-2 coronavirus pandemic, Accurate Controls shall add to all new contracts and/or purchase orders the following clauses.

- a. Accurate Controls, Inc. shall add a "force majeure" contract provision that relieves Accurate Controls, Inc. from performing our contractual obligations when certain unexpected, unanticipated circumstances beyond our control arise, making performance inadvisable, commercially impracticable, illegal, or impossible. Accurate Controls, Inc. wishes to negotiate clear, comprehensive and appropriate language to protect Accurate Controls, Inc. from a widespread epidemic, pandemic and/or public health emergency considering the threat posed by the current coronavirus outbreak.
- b. Accurate Controls, Inc. may adjust the contract price to reflect the revised actual cost of the labor and materials. Accurate Controls, Inc. shall provide to prime contractor or Owner documentation supporting our claim for additional compensation. If there is an increase in the actual cost of labor or materials charged to Accurate Controls, Inc. in excess of 5% subsequent to signing contract or purchase order, the price set forth in said contract or purchase order shall be increased accordingly with a written change order or amendment.
- c. Accurate Controls, Inc. shall submit production and labor schedule extensions to contractor or Owner in a timely fashion that result from changes to global supply chain and construction manufacturing that are out of our control.

Respectfully,

Bob Nelson

Bob Nelson
Project Manager
Accurate Controls, Inc.
(920) 748-6603 ext 262



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Warren County Jail

10/28/21

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail

LEE CO No.:TBD

Re :Misc. Work - Added Duress Buttons

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost: \$2,592.00

Bond

CO Net: \$2,592.00

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,

Lake Erie Electric, Inc.

Sean M. Mondello
Project Manager

CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

Project Warren County Jail
 Name Lebanon, OH
 County Montgomery
 Subcontractor Name and Address
LAKE ERIE ELECTRIC, INC.
360 INDUSTRIAL DRIVE
FRANKLIN, OH 45005

Contractor's
 Contract No. 1822-000121
 Project No. _____ Phase Contr. No. _____
 Change Order No. TBD for Changes
 I.D. No. _____ Phase Contr. No. _____
 Type of Contract ELECTRICAL

A. Labor Summary (exclude fringes) - GC 7.7.2.2		Premium Portion ¹		
Personnel Classification	Regular Rate		=	
Journeyman	_____ hours x 32.00 /hour	_____ /hour	=	_____
Foreman	20.00 hours x 35.20 /hour	_____ /hour	=	704.00
Gen Fore	_____ hours x 36.58 /hour	_____ /hour	=	_____
PM	_____ hours x 80.00 /hour	_____ /hour	=	_____
				Total (B) \$ 704.00
B. Fringes - GC 7.7.2.3				
Journeyman	_____ hours x 21.14 /hour	_____ /hour	=	_____
Foreman	20.00 hours x 21.30 /hour	_____ /hour	=	426.00
Gen Fore	_____ hours x 20.67 /hour	_____ /hour	=	_____
PM	_____ hours x _____ /hour	_____ /hour	=	_____
				Total (C) \$ 426.00
C. Allowable Payroll Expenses - GC 7.7.2.4				
Journeyman	_____ hours x 7.23 /hour	_____ /hour	=	_____
Foreman	20.00 hours x 7.96 /hour	_____ /hour	=	159.20
Gen Fore	_____ hours x 8.27 /hour	_____ /hour	=	_____
PM	_____ hours x _____ /hour	_____ /hour	=	_____
				Total (D) \$ 159.20
D. Equipment Rental (attach itemized quotes / invoices)				Total (D) \$ _____
E. Administrative and Processing fees				Total (E) \$ _____
F. Trucking (attach itemized supporting documentation)				Total (F) \$ _____
G. Material (attach itemized supporting documentation)				Total (G) \$ 965.10
Sub Total				\$ 2,254.30
H. Contractor Overhead and Profit GC 7.7.2.10			x 15.00%	Total (H) \$ 338.15
I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1				Total (I) \$ _____
J. Subcontractor Tier Markup			x 5.00%	Total (J) \$ _____
K. Miscellaneous - GC 7.7.2.12				Total (K) \$ _____
1. Premium portion (labor and fringes) only for approved overtime - attach itemized supporting documentation ²				
Grand Total (Sub Total + H + I + J + K)				\$ 2,592.45

1. Premium portions are shown on Line (K), sub-totals are not shown. Premium portion is the difference between Overtime and Regular-time Rates

2. Not applicable to all change orders. Subject to review and acceptance of Contracting Authority.



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 20

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1

Established 1952

WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF

FDL \$ 965.10

NET MATERIAL TOTAL \$ 965.10

WARREN COUNTY JAIL - MISC. ADDITIONS

10/28/2021 10:53:01 AM

1

	Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1	#18-1P SHLD CTRL-AUDIO-INST CBL	1,000	M		15.75	M	15.75
2	WIRE MOLD BOXES AND BUTTONS	2	E		2.00	E	4.00
	Totals	1,002					19.75

Resolution

Number 22-0166

Adopted Date February 01, 2022

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN THE 2022 MARKET DEVELOPMENT SUB-GRANT AGREEMENT BETWEEN WARREN COUNTY BOARD OF COUNTY COMMISSIONERS AND AAA WASTEWATER SERVICES, INC.

WHEREAS, per Resolution # 22-0040, the Warren County Solid Waste District is authorized to submit a 2022 Market Development Grant Application to the Ohio Environmental Protection Agency on Behalf of AAA Wastewater, and

WHEREAS, a subgrant agreement has been is required as outlined in the resolution, and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign the 2022 Market Development Sub-Grant Agreement between the Warren County Board of County Commissioners and AAA Wastewater Services, Inc. on behalf of the Warren County Board of County Commissioners, as attached and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from the Ohio Environmental Protection Agency, the Warren County Board of Commissioners has no further obligation to fund this project.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—AAA Wastewater Services, Inc.
Solid Waste (file)
OGA (file)

2022 Market Development Sub-Grant Agreement
between
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
and
AAA WASTEWATER SERVICES, INC.

This 2022 Market Development Sub-Grant Agreement (this "Agreement") is made and entered as of January 27, 2022, between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, an Ohio county and political subdivision, ("WARREN COUNTY"), and AAA WASTEWATER SERVICES, INC., an Ohio corporation for profit, (the "SUBGRANTEE"), on its behalf and on behalf of its successor and assigns. WARREN COUNTY and the SUBGRANTEE may be referred to collectively hereinafter as the "Parties."

WHEREAS, in order to receive a 2022 Market Development Grant (the "MDG"), WARREN COUNTY agreed to act as the sponsor in an MDG Application and if awarded such grant to enter into a grant agreement with the Ohio EPA and the SUBGRANTEE, as Cooperating Enterprise (the "Grant Agreement") wherein the State of Ohio through the Ohio EPA awards WARREN COUNTY two hundred thousand dollars (\$200,000.00) (the "MDG Funds") for the purpose of implementing the approved market development grant project detailed in the MDG Application; and,

WHEREAS, the SUBGRANTEE has agreed to provide the match amount of two hundred thousand dollars (\$200,000.00) (the "Match Funds"), and release and hold WARREN COUNTY harmless for any financial contributions relating the approve market development grant project and use the MDG Funds exclusively for the approved market development project detailed in the MDG Application (the "MDG Project"), and will submit required reports within stated time frames, all in compliance with the Grant Agreement.

WHEREAS, WARREN COUNTY's obligations under this Agreement shall be contingent upon the Parties entering into a Grant Agreement with Ohio EPA and WARREN COUNTY's receipt of MDG Funds to pass through such funds to the SUBGRANTEE as long as SUBGRANTEE fully complies with the terms and conditions of the Grant Agreement and this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

- I. WARREN COUNTY hereby awards to SUBGRANTEE, a sub-grant not to exceed two hundred thousand (\$200,000.00), from the MDG Funds received by WARREN COUNTY from the Ohio EPA for the purpose of implementing the MDG Project. Costs incurred by SUBGRANTEE for items that are not part of the budget contained in the MDG Application, and/or costs incurred by SUBGRANTEE in excess of amounts specified in the budget contained in the MDG Application, will not be reimbursed by WARREN COUNTY to SUBGRANTEE.

- II. Implementation of the MDG Project for which MDG Funds are to be provided shall not commence prior to the date this Agreement is fully executed by all Parties (the "Commencement Date"). WARREN COUNTY shall not be responsible for reimbursing SUBGRANTEE from the MDG Funds any costs incurred by SUBGRANTEE prior to the Commencement Date of this Agreement, and SUBGRANTEE agrees it will not seek reimbursement of any costs incurred prior to the Commencement Date.
- III. SUBGRANTEE shall provide and expend the Match Funds in the form of cash expenditures to the MDG Project.
- IV. SUBGRANTEE shall implement the activities identified in the MDG Application and shall manage all funds provided to SUBGRANTEE in accordance with this Agreement, the MDG Application, the Grant Agreement, and the 2022 Grant Manual applicable to the Market Development Grant program (the "2022 Manual," and, together with this Agreement, the MDG Application and the Grant Agreement, collectively, the "Grant Documents"). A copy of the Grant Documents, with the exception of this Agreement, are attached hereto as "Exhibit A" and are incorporated by reference herein. SUBGRANTEE shall comply with all requirements set forth in the Grant Documents. If SUBGRANTEE fails to comply with any Grant Document, upon written notice by WARREN COUNTY, SUBGRANTEE shall immediately repay to WARREN COUNTY all funds paid to SUBGRANTEE.
- V. WARREN COUNTY shall pay to SUBGRANTEE from its MDG Funds, in accordance with the reimbursement procedures set forth in Section VI below, and subject to the availability of MDG Funds.
- VI. Upon WARREN COUNTY's receipt of the MDG Funds from the Ohio EPA, WARREN COUNTY will consider requests for reimbursement for the MDG Project costs or expenses incurred by SUBGRANTEE as follows:
 - A. Upon completion of the MDG Project costs or expenses and following the Close Out of the MDG Project as set forth in the 2022 Manual, SUBGRANTEE shall provide written reimbursement requests to WARREN COUNTY which shall include: (i) evidence of SUBGRANTEE's payment of such cost or expense, including all related financial documents, shipping and receipt documents, invoices, contracts, and reports, (ii) documentation that such costs or expenses are reimbursable under this Agreement and (iii) evidence that 100% the Match Funds have been expended (the "Reimbursement Requests").
 - B. WARREN COUNTY shall review all Reimbursement Requests to determine whether the costs or expenses identified therein are reimbursable from MDG Funds in accordance with this Agreement.
 - C. Upon receipt of a Reimbursement Request, WARREN COUNTY shall determine whether or not the costs or expenses contained therein are reimbursable and shall notify SUBGRANTEE accordingly. If determined to be reimbursable, WARREN

COUNTY shall reimburse SUBGRANTEE for those costs or expenses identified in the Reimbursement Request.

- D. SUBGRANTEE shall be responsible for paying the MDG Project costs and expenses until WARREN COUNTY receives the MDG Funds from the Ohio EPA.
 - E. WARREN COUNTY shall not reimburse SUBGRANTEE for any costs or expenses incurred by SUBGRANTEE that are not specifically identified in: (i) the Grant Agreement or (ii) this Agreement, and eligible.
 - F. Under no circumstances shall WARREN COUNTY reimburse SUBGRANTEE or otherwise be responsible to SUBGRANTEE for an amount greater than: the amount of the MDG Funds received from the Ohio EPA pursuant to the Grant Agreement, or two hundred thousand (\$200,000.00), whichever is less.
- VII. SUBGRANTEE shall comply with each of the obligations of the "Cooperating Enterprise" as further defined and described in the Grant Agreement and shall be subject to the terms and conditions imposed upon the "Cooperating Enterprise" in the Grant Agreement. Upon SUBGRANTEE's noncompliance with any of the terms and conditions of this Agreement or the Grant Agreement, this Agreement may be cancelled, terminated, or suspended, in whole or in part, and SUBGRANTEE may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- VIII. Neither SUBGRANTEE nor its employees are employees of WARREN COUNTY. The Parties acknowledge and agree that SUBGRANTEE is an independent contractor and not an agent, employee, partner, or joint venturer of WARREN COUNTY and that no employment relationship shall exist between WARREN COUNTY and SUBGRANTEE.
- IX. SUBGRANTEE shall obtain any necessary licenses, permits and/or inspections required to operate its business, the 2022 MDG and the MDG Project. SUBGRANTEE shall carry out and administer the 2022 MDG and the MDG Project activities set forth in the MDG Application in accordance with all federal, state, and local laws and regulations, and the terms of the Grant Documents.
- X. WARREN COUNTY shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of the 2022 MDG and this Agreement. SUBGRANTEE shall keep said books and records in a common file to facilitate audits and inspections. In the event of a special audit, SUBGRANTEE will be responsible for the actual cost of the audit. Said costs shall be determined by the Ohio EPA.
- XI. Notwithstanding the foregoing, WARREN COUNTY may, at any time after execution of this Agreement, terminate with or without cause, revise as necessary (in WARREN COUNTY's or the Ohio EPA's discretion), or extend the grant in whole or in part, upon written notification to SUBGRANTEE. In the event of such termination, SUBGRANTEE will be paid for approved expenditures incurred and for any noncancelable obligations

properly incurred by SUBGRANTEE prior to SUBGRANTEE's receipt of notice of termination.

- XII. SUBGRANTEE reserves the right, at any time after execution of this Agreement, to terminate the grant, in whole or in part, upon written notification to WARREN COUNTY. In the event of such termination, SUBGRANTEE shall not incur any new obligations, except any costs incurred by WARREN COUNTY to terminate and refund any funds required to be refunded by Ohio EPA and shall make a good faith effort to cancel as many outstanding obligations as possible.
- XIII. All notices required under this Agreement shall be given or made when personally delivered or when delivered by a recognized overnight delivery service, addressed as follows:

If to WARREN COUNTY:

c/o Warren County Administrator
406 Justice Drive
Lebanon, Ohio 45036

If to the SUBGRANTEE:

c/o Timothy E. DeHart, President
3677 Anthony Lane
Franklin, Ohio 45005

- XIV. SUBGRANTEE shall indemnify, defend, protect and hold harmless WARREN COUNTY and its elected officials, employees, representatives, agents, and insurers (all of which, for purposes of this Agreement, are individually and collectively referred to as the "Indemnified Parties") from and against any and all losses, costs, expenses, claims, damages, suits, litigation, causes of action and liabilities (including, without limitation, reasonable attorneys' fees) which the Indemnified Parties may suffer or sustain or be liable for, in whole or in part by reason of: (i) any breach of the representations, warranties, covenants and undertakings of SUBGRANTEE in or pursuant to this Agreement; or (ii) any acts, conduct, errors, omissions or misrepresentations of or by SUBGRANTEE and/or its employees, agents, and/or its subcontractors arising out of or in any way connected with this Agreement. This indemnification shall survive the expiration or other termination of this Agreement for any reason, irrespective of insurance.
- XV. The term of this Agreement shall be for the period of time necessary to complete the Grant Agreement, provided the terms and provisions which by their intent and meaning would naturally survive, or which by their nature are incapable of being partially or fully performed or enforced prior to the expiration of termination of the Agreement shall survive the expiration or termination of the Agreement. During the term of this Agreement, SUBGRANTEE shall at all times purchase and maintain the insurance coverages listed below covering acts and/or omissions of SUBGRANTEE and/or its employees while performing services related to the Market Development Project and/or any other activities

related to this Agreement. All insurance purchased shall be placed and maintained with insurance companies rated at least equal to the AM Best's Rating of A-, financial size of VII, licensed to do business in Ohio, and, where commercially feasible, shall be admitted to do business in Ohio; shall include or otherwise be endorsed to include a provision requiring the giving of written notice to WARREN COUNTY at least thirty (30) days prior to the cancellation, non-renewal and/or material modification of any such policies as evidenced by return receipt of United States certified mail; notwithstanding the forgoing, notice by the SUBGRANTEE to WARREN COUNTY will satisfy this requirement. Such insurance coverage shall include no less than the following coverages and following limits, a) Commercial General Liability Insurance on an occurrence coverage basis, including without limitation, bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability, coverage as respects independent contractors, operating mobile equipment, and products and completed operations, \$3,000,000 Bodily Injury and Property Damage Limit for each occurrence, \$3,000,000 Products/Completed Operations Annual Aggregate, \$3,000,000 Personal and Advertising Injury Limit, and \$3,000,000 General Aggregate; b) Auto Liability Insurance for Owned, Non-owned and Hired Automobile Liability coverage minimum annual combined single limit, bodily injury and property damage \$3,000,000 each occurrence; such insurance shall cover and include liability arising from all vehicles owned by, hired by, or used by or on behalf of the SUBGRANTEE; the coverage must be endorsed with ISO Form CA 99 48, or a substitute form providing equivalent coverage, to include without limitation, coverage respecting liability arising out of the transporting, loading or unloading of Hazardous Materials/Regulated Substances; c) Workers' Compensation Insurance Statutory Limits, and Employer's Liability \$1,000,000 Bodily Injury by accident, each accident, \$1,000,000 Bodily Injury by disease, each employee, \$1,000,000 Bodily Injury by disease, policy aggregate; and d) Property insurance on the personal property that was the subject of the Market Development Project and financed in part through the use of Match Funds, which insurance shall be on an all-risk (Special Causes of Loss) and replacement cost valuation basis (agreed amount for vehicles). The Commercial General Liability, Auto Liability and Employer's Liability limit requirements may be satisfied by the purchase and maintenance of any combination of primary, excess and/or umbrella insurance.

WARREN COUNTY shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any property used or owned by SUBGRANTEE or its subcontractor(s) under the Agreement. SUBGRANTEE shall not sublet or subcontract any part under the Agreement without assuming responsibility for requiring each of its subcontractors to purchase and maintain the same types of insurance with substantially the same terms, conditions, and limits of liability as required herein of SUBGRANTEE. The insurance coverage to be purchased and maintained by SUBGRANTEE as required herein shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by WARREN COUNTY which shall not contribute therewith, and there shall be severability of interests under the insurance policies required herein for all coverages provided under said insurance policies and otherwise provide cross liability coverage.

WARREN COUNTY and its elected officials, and employees shall be named as additional insureds on SUBGRANTEE's General Liability policy, Automobile policy, and any

Excess/Umbrella coverage or policy shall follow and attach above any such primary Commercial General Liability and Auto Liability policies. The extent of the additional insured's coverage shall be no less broad than that provided under ISO Form CG 20 26 (11/85) for Commercial General Liability (or a substitute form providing equivalent coverage, including the combination of CG 20 10 10/01 and CG 20 37 10/01) and ISO form CA 20 48 02/99 for Auto Liability. The additional insured coverage afforded under SUBGRANTEE's policies, shall include both ongoing operations (work in progress) and completed operations (completed work) and continue to exist until the expiration of three (3) years following the termination or expiration of the Agreement, and any extension(s) thereof. WARREN COUNTY shall have the right to periodically review SUBGRANTEE's insurance policies to confirm that such insurance coverage conforms to the requirements of this Agreement. Prior to SUBGRANTEE's initiation of work under this Agreement, SUBGRANTEE shall provide certificates of insurance documenting SUBGRANTEE's coverage under the insurance policies as required in this Agreement.

XVI. SUBGRANTEE represents to WARREN COUNTY that:

- A. It has available suitable land or property in or on which to operate and has obtained or is in the process of obtaining any necessary licenses, permits or inspections required by an agency of the federal government, the State or any applicable municipal corporation, county, or township; and
- B. SUBGRANTEE shall comply with any and all regular or special inspections administered by federal, state, and local agencies and maintain compliance with any and all directives given by health, safety, or fire officials from said agencies.

XVII. SUBGRANTEE makes the following representations, warranties, promises and agreements that shall survive the term of this Agreement:

- A. No equipment, good and services acquired by, or personal services contracts entered into by SUBGRANTEE, the cost of which are allowable and eligible for reimbursement under the Grant Agreement and this Agreement, will be used or result in: 1) the discharge of any product or by-product into a public sewer system; or, 2) be used for the operation, maintenance, repair, or replacement of SUBGRANTEE's existing wastewater treatment equipment and facilities; and,
- B. At no time will SUBGRANTEE violate any federal, state, or local laws and regulations, including without limitation Ohio EPA regulations, and local building, zoning, and health department regulations; and,
- C. At all times SUBGRANTEE shall be in good standing with the Ohio Secretary of State, and the Ohio EPA; and,
- D. At all times SUBGRANTEE shall timely pay all real property taxes and assessments to WARREN COUNTY, and any other applicable taxes to the State and federal government; and,

E. SUBGRANTEE hereby irrevocably waives any and all affirmative defenses that WARREN COUNTY's act as sponsor of the MDG Application, or as a party to the Grant Agreement, may in any way effect, prohibit, bar or estop WARREN COUNTY or the Ohio EPA from prosecuting criminal and/or seeking civil remedies against SUBGRANTEE, or its successor and assigns, for alleged violations of federal, state or local laws, including without limitation failure to timely comply with an Ohio EPA Notice of Violations, or a Notice of Violations of WARREN COUNTY's building, zoning , heath department or soil & water conservation regulations.

XVIII. If any term of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the remaining terms shall not be affected thereby and shall remain in full force and effect. It is the intention of the Parties that if any particular provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

XIX. This Agreement, including the exhibits hereto which are hereby incorporated by reference, constitutes the entire Agreement and understanding of the Parties hereto with regard to the subject matter contained herein and supersedes all prior agreements and understandings between the Parties dealing with such subject matter, whether written or oral. This Agreement may not be delegated, assigned, or transferred by either party.

XX. This Agreement shall be binding upon and inure to the benefit of the Parties and their successor and assigns. No assignment shall be permitted unless agreed to in writing by all of the Parties and the Ohio EPA.

XXI. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Ohio. The venue for any and all disputes, interpretations, claims or causes of action of any kind shall be brought exclusively in the Warren County [Ohio] Court of Common Pleas, General Division (unless the parties mutually agree in writing to mediation to be conducted in Warren County, Ohio). The parties irrevocably waive the right to bring or remove any and all disputes, interpretations, claims or causes of action of any kind in any other county, state, or federal court. Should SUBGRANTEE breach this exclusive venue provision, the SUBGRANTEE shall pay the reasonable attorney's fees and court costs that the WARREN COUNTY incurs relating to such action having to be removed to the Warren County [Ohio] Court of Common Pleas, General Division.

IN EXECUTION WHEREOF, the SUBSUBGRANTEE has caused this Agreement to be executed on the date stated below by Timothy E. DeHart, its President, who is authorized to act on its behalf pursuant to a corporate Resolution, a copy of which is attached hereto.

SUBSUBGRANTEE:
AAA WASTEWATER SERVICES, INC.

By: Timothy E. DeHart
Timothy E. DeHart, President
Date: 1/28/2022

STATE OF Ohio, COUNTY OF Warren, ss:

BE IT REMEMBERED, that on the 28 day of January, 2022, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be **Timothy E. DeHart**, the President of AAA Wastewater Services, Inc., an Ohio corporation for profit, whose name is subscribed hereto and acknowledged the signing and execution of foregoing Agreement is his free and voluntary act and deed as the corporation's authorized representative for the uses and purposes stated therein. This notarial act is in compliance with R.C. 147.542 (D)(1).



Laura K. Lander
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 12/26/2022

Notary Public: [Signature]

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has authorized and caused this Agreement to be executed by Tiffany Zindel, the Warren County Administrator, on the date stated below, pursuant to Resolution No. 22-0116, dated 2-1-22, a copy of which is attached hereto.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Tiffany Zindel
Tiffany Zindel, Warren County Administrator
Date: 2-1-22

Approved as to Form:

[Signature]
Bruce A. McGary
Assistant Prosecutor

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 1 day of February, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be **Tiffany Zindel**, the Warren County Administrator, and pursuant to the authority granted to her to act on Warren County's behalf, and while acting in such official capacity, did acknowledge the signing thereof to be her voluntary act and deed. This notarial act is in compliance with R.C. 147.542 (D)(1).



KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 15, 2026

Notary Public: Krystal Lynn Powell

Resolution

Number 22-0167

Adopted Date February 01, 2022

ENTER INTO CONTRACT WITH CDW GOVERNMENT FOR THE PURCHASE OF 1 HPE NIMBLE STORAGE UNIT

WHEREAS, pursuant to Resolution #21-1812 dated December 21, 2021, this Board approved a Notice of Intent to Award Bid for Purchase of 1 HPE Nimble Storage Unit to CDW Government, LLC, for a total bid price of \$140,743.43; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with CDW Government, LLC, 230 N. Milwaukee Avenue, Vernon Hills, Illinois 60061, for a total contract price of \$140,743.43; as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: c/a— CDW Government, LLC
Telecom (file)
OMB Bid file

PURCHASE AGREEMENT and AMENDMENT

This Purchase Agreement and Amendment (hereinafter "contract") is made and effective on the date last signed below between the Warren County Board of County Commissioners on behalf of Warren County Telecommunications Department (hereinafter "Warren County") whose address is 406 Justice Drive Lebanon, Ohio 45036, and CDW Government LLC. (hereinafter CDWG) whose address is 230 N. Milwaukee Ave., Vernon Hills, IL 60061.

Whereas, Warren County by request for proposals for an HPE Nimble Storage Unit has awarded a contract to CDWG for the purchase of hardware and supplies

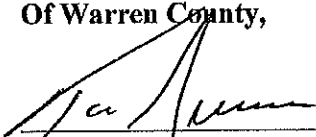
Now, therefore, it is agreed as follows:

- 1.) CDWG will supply the hardware and supplies to Warren County for the price stated in the written quote # MMHJ654 attached below and hereby incorporated as if fully re-written herein.
- 2.) The sale and purchase shall be governed by the attached terms and conditions, except the parties hereby agree to amend the terms and conditions as follows:
 - a. The contract shall be governed by the laws of the State of Ohio, the venue for any legal dispute shall exclusively be that of Warren County Common Pleas Court, in Lebanon, Ohio, any legal dispute shall be resolved by litigation unless the parties mutually agree upon mediation.
 - b. Warren County shall not be responsible for any sales, use, transaction, excise or similar taxes as it is exempt from such taxation.
 - c. Warren County shall have no duty to indemnify CDWG, rather each party to this contract agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this contract shall impute or transfer any such liability from one to the other.
 - d. Should there be any conflict between the attached terms and conditions and the amendments contained within this Paragraph 2, the amendments in Paragraph 2 of this contract shall control.
- 3.) Each party has the power and authority to enter into and perform this Contract and the person signing this contract on behalf of each party has been properly authorized and empowered to enter into this contract.

[The remainder of this page is intentionally left blank.]

In Execution Whereof, the parties hereto have executed this Purchase Agreement and Amendment by their duly authorized representative on the dates shown below, subject to the attached quote #MMHJ654 and the attached terms and conditions as amended above,

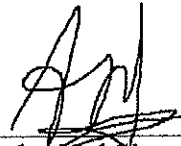
**Board of County Commissioners
Of Warren County,**



President / Vice-President

2.1.22
Date

CDW Government LLC,




Authorized Signatory
Anup Sreedharan, Manager-Program Management

1/26/2022
Date

22-0167
Resolution No.

Approved as to form,



Adam M. Nice
Assistant Prosecuting Attorney

Justin Schmier
Justin Schmier, Supervisor-Proposals



QUOTE CONFIRMATION

DEAR DUSTIN FLINT,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MMHJ654	11/23/2021	NIMBLE CAPTURE 79737	6517577	\$140,743.43

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE Nimble Storage Adaptive Flash HF40 Base Array - solid state / hard drlv Mfg. Part#: Q8H39A UNSPSC: 43201802 Contract: MARKET	1	5103738	\$22,364.62	\$22,364.62
HPE Nimble Storage HF40/60 Hybrid 126TB FIO HDD Bundle Mfg. Part#: Q8B56B UNSPSC: 43201803 Contract: MARKET	1	5103719	\$31,893.75	\$31,893.75
HPE Nimble Storage 2-port Adapter Kit - network adapter Mfg. Part#: Q8B88B UNSPSC: 43201404 Contract: MARKET	2	5103866	\$2,559.38	\$5,118.76
HPE Nimble Storage NOS Default Software - license - 1 license Mfg. Part#: Q8G27B UNSPSC: 43232907 Electronic distribution - NO MEDIA Contract: MARKET	1	5102099	\$0.00	\$0.00
HPE Nimble Storage C13 to C14 FIO Power Cord Mfg. Part#: Q8J27A UNSPSC: 26121636 Contract: MARKET	2	5103870	\$0.00	\$0.00
HPE Nimble Storage Cache Bundle - solid state drive - 17.28 TB - 3 x 3840 G Mfg. Part#: R0P05A UNSPSC: 43201830 Contract: MARKET	1	5383880	\$40,358.35	\$40,358.35
HPE Nimble Storage AE/HE Array Standard Tracking Mfg. Part#: R3P91A Contract: MARKET	1	5676620	\$0.00	\$0.00
HPE Nimble Storage Foundation Care 4H Parts Exchange Support - extended ser Mfg. Part#: HT6Z0A5 UNSPSC: 81112301 Electronic distribution - NO MEDIA Contract: MARKET	1	4898156	\$0.00	\$0.00

QUOTE DETAILS (CONT.)

HPE Nimble Storage Foundation Care 4H Parts Exchange Support - extended ser Mfg. Part#: HT6Z0A5#ZFT UNSPSC: 81112301 Electronic distribution - NO MEDIA Contract: MARKET	1	5145119	\$11,851.45	\$11,851.45
HPE Nimble Storage Foundation Care 4H Parts Exchange Support - extended ser Mfg. Part#: HT6Z0A5#TDP UNSPSC: 81112301 Electronic distribution - NO MEDIA Contract: MARKET	1	5383886	\$13,825.78	\$13,825.78
HPE Nimble Storage Foundation Care 4H Parts Exchange Support - extended ser Mfg. Part#: HT6Z0A5#ZET UNSPSC: 81112301 Electronic distribution - NO MEDIA Contract: MARKET	2	5109412	\$1,341.71	\$2,683.42
HPE Nimble Storage Foundation Care 4H Parts Exchange Support - extended ser Mfg. Part#: HT6Z0A5#ZFG UNSPSC: 81112301 Electronic distribution - NO MEDIA Contract: MARKET	1	5109411	\$12,647.30	\$12,647.30

PURCHASER BILLING INFO	SUBTOTAL	\$140,743.43
Billing Address: WARREN CO TELECOM DEPT ACCTS PAYABLE 500 JUSTICE DR LEBANON, OH 45036-2379 Phone: (513) 695-1319 Payment Terms: NET 30-VERBAL	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$140,743.43
	DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515
Shipping Address: WARREN CO TELECOM DEPT DUSTIN FLINT 500 JUSTICE DR LEBANON, OH 45036-2379 Shipping Method: DROP SHIP-COMMON CARRIER		

Need Assistance? CDW+G LLC SALES CONTACT INFORMATION



Sean Bergquist

(877) 325-3701

seanb@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

© 2022 CDW+G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Appointment of Authorized Representative with Limited Signing Authority

In accordance with the authority delegated to the undersigned, Robert F. Kirby, President, CDW Government LLC (“**Company**”), the undersigned hereby delegates to Anup Sreedharan (“**Authorized Representative**”) holding the title, Manager, Program Management (“**Authorized Title**”), of Company or its affiliate, the authority solely to review and execute certain Contract documents, subject to certain limitations, as set forth in the table below (“**Restricted Authority**”).

Contract Types: <i>select type of agreement (one or more may apply)</i>	<input type="checkbox"/>	Agreements and purchase orders related to marketing.
	<input type="checkbox"/>	Nondisclosure and other forms of confidentiality agreements and non-binding letters of intent in connection with potential M&A opportunities.
	<input checked="" type="checkbox"/>	Non-disclosure and other forms of confidentiality agreements with customers and partners.
	<input checked="" type="checkbox"/>	Agreements with customers to provide IT products and professional services (to the extent such services are authorized by the undersigned), and all such accompanying forms (attestations and disclosures) that are generally required to form a complete contract including memorandums of understanding, and subcontracts with partners on the Agreements described above, but excluding software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	<input checked="" type="checkbox"/>	Bids & Proposals to provide IT products and professional services, (to the extent such services are authorized by the undersigned), and all such accompanying forms (attestations and disclosures) that are generally required to form a complete offer for contract package, but excluding software beta test and early adoptee offers, and any offer out of the ordinary course of Company's business.
	<input type="checkbox"/>	SOWs and Change Orders with customers to provide IT professional services (to the extent such services are authorized by the undersigned), but excluding software beta test and early adoptee contracts, and any contracts out of the ordinary course of Company's business.
	<input type="checkbox"/>	Agreements with partners to purchase IT products and professional services (to the extent such services are authorized by the undersigned), but excluding software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	<input checked="" type="checkbox"/>	Agreements, including but not limited to, Participation Agreements and Teaming Agreements with Partners/Vendors to provide IT products and professional services to customers (to the extent such services are authorized by the undersigned), but excluding agreements for software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	<input type="checkbox"/>	SOWs with Partners/Vendors to provide IT professional services to Customers (to the extent such services are authorized by the undersigned), but excluding agreements for software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
Check other:	<input type="checkbox"/>	[Click to fill in description]
Territorial Limit	U.S. Only	
Not to Exceed Dollar Value Limit	Up to \$5,000,000 (This is total value, not annual value, of a contract.)	
Not to Exceed Contract Duration for Services	Up to three (3) year(s)	
Required Approvals and Other Conditions	<ul style="list-style-type: none"> • Compliance with Company Legal Department mandated contract review process. • Compliance with Company policies. • Capital expenditures approval, if applicable. • General Counsel review if Contract is with any principal stockholder, director or officer (or immediate family member) of a CDW company. • Treasurer review of any grant of a security interest or lien. • Legal approval of any contract with a foreign entity. • Delegation in the Agiloft tool as backup for you while out must only be provided to an individual coworker with the same title and level of signing authority as you, or your manager. 	

[Signature Page Follows]


Authorized Representative shall use the following signature block, or one that indicates in a substantially similar manner that the Authorized Representative is authorized when executing Contracts on behalf of Company:

CDW Government LLC

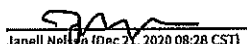
By: Anup Sreedharan, its Authorized Representative

This appointment is effective on the date specified below and shall remain in effect until the earliest of: (a) the date, December 31, 2023, when this Restricted Authority expires; (b) the date when the Authorized Representative no longer holds the Authorized Title; or (c) the date when the Restricted Authority is terminated by the undersigned. Authorized Representative may not assign or delegate the Restricted Authority to any other person.

Effective Date January 1, 2021:



Robert F. Kirby
President
CDW Government LLC




Janell Nelsen (Dec 21, 2020 08:28 CST)

Received and Approved by Corporate Paralegal:

Janell Nelsen

Received and Approved by the Corporate Secretary's Office:



Mary Jo Georgen



[Terms and Conditions](#) > Sales and Service Projects

TERMS AND CONDITIONS

SALES AND SERVICE PROJECTS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFIED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on any Seller Website or Mobile Application (each, a "Site") or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Statement of Work will govern the order in question, unless otherwise agreed in writing by Seller and Customer.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, Internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or Invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a "Statement of Work"). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

Title; Risk of Loss

If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

Services

Customers may order services (collectively, "Services") from or through Seller from time to time. Certain Services may be provided by third parties, including, but not limited to, extended warranty service by manufacturers, and are sold by Seller as distributor or sales agent ("Third Party Services").

In the case of Third Party Services, Customer shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer and Customer's Affiliates (defined below) hereby release Seller and Seller's Affiliates (defined below) from any and all claims arising from or relating to the purchase or provision of any such Third Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent. "Affiliate" means, with respect to a party, an entity that controls, is controlled by, or is under common control with such party.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its

Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

Access

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and to indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

Export Sales

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time.

but currently includes Cuba, Iran, Sudan and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

Warranties

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller makes no warranties to the Customer and the Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all laws and regulations affecting, without limitation the manufacture, performance, sale, packaging and labeling of the Products which are in force within the Customer's territory.

Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the Products. Customer further agrees to review and comply with the manufacturer's disclaimers and restrictions regarding the use of the Products in high risk environments.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN

CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

Pricing Information; Availability Disclaimer

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

Credits

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.

Limited License

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's Internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate Intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right to

use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Return Privileges

CDW allows Customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. For additional information see CDW's full Product Return Policy at the following link: [Return Policy](#). Customers should contact CDW Customer Relations at 866.SVC.4CDW or e-mail at [Customer Relations](#) to initiate a return or for additional information. Customers must notify CDW Customer Relations of any damaged Products within fifteen (15) days of receipt.

Termination

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of

Work. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

Provisions Related to Custom Imaging

If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at <https://www.cdw.com/content/cdw/en/landing-pages/installation-and-custom-engraving-indemnity-agreement.html>

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. ~~Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.~~

Data Protection

This Section shall apply to the extent Seller performs any operation or set of operations, including collecting, recording, storing, retaining, using, disclosing or otherwise accessing, (collectively, "Process," "Processed," or "Processing") on any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services ("Personal Data"), including without limitation any information that qualifies as "personal information" under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. ("CCPA"). Seller shall only Process Personal Data in accordance with the instructions of Customer as detailed in the Agreement or the applicable SOW or PO and applicable data privacy law, including, if applicable, the CCPA ("Privacy Laws"). For the avoidance of doubt, it is the intention of the Parties that Seller be a "service provider" of Customer pursuant to the CCPA. Notwithstanding the foregoing, to the extent expressly set forth in the Agreement, Seller (1) shall have the right to retain, use or disclose de-identified or aggregated data derived from Personal Data ("Seller Data"), provided that Seller Data shall not include any Personal Data, and (2) if Seller Processes any "personal information" as such term is defined in the CCPA in connection with the Services, Seller shall have the right to Process such "personal information" for any purpose permitted by the CCPA. Where applicable law requires Seller to Process Personal Data under terms other than those of the Agreement, Seller shall promptly notify Customer of such legal requirement before Processing, unless applicable law prohibits such disclosure. Where required by applicable law, Seller shall also notify Customer if Seller determines any of Customer's instructions infringes applicable Privacy Laws.

The Parties agree that Customer is responsible for obtaining any consents required by applicable Privacy Laws, as well as providing and ensuring the accuracy of any notices required to disclose Personal Data to Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement. Furthermore, Customer warrants that all Personal Data provided to Seller has been obtained, Processed, and provided to Seller in accordance with all applicable laws and ensured that there are legitimate grounds for Processing any and all Personal Data by Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement.

Seller shall promptly notify Customer of any request, complaint, claim, or other communication received by Seller or a subcontractor regarding its Processing of Personal Data. Seller shall cooperate with and provide any necessary assistance to Customer in responding to any such inquiries, in so far as possible and taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that the Customer cannot respond to such request on its own. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such requests. Such expenses will be invoiced to Customer in accordance with the Agreement.

Customer acknowledges that Seller is reliant on Customer for instruction as to the extent to which Seller is entitled to use and Process Personal Data, and that Seller is not liable for any claim brought by a data subject to the extent that such claim arises from the Customer's instructions.

Upon request, Seller shall provide reasonable cooperation and assistance to Customer with its obligations under applicable Privacy Laws, in so far as possible in connection with the Services, taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that Customer's obligations cannot be met by Customer through other means. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such assistance. Such expenses will be invoiced to Customer in accordance with the Agreement.

To the extent that Personal Data includes information about individuals who are located in the European Economic Area ("EEA") and/or Switzerland, and Seller stores or otherwise obtains access to such Personal Data outside of the EEA and/or Switzerland, Seller agrees it has implemented appropriate measures to address the cross-border transfer of Personal Data.

Seller shall implement and maintain an information security program that includes appropriate technical and procedural safeguards to protect Personal Data, taking into account the nature of Seller's Processing and the Personal Data available to Seller. To the extent required by applicable Privacy Laws, upon request, Seller shall make available to Customer information reasonably necessary to demonstrate compliance with this obligation.

The parties agree that Seller may subcontract its obligations to subcontractors as necessary to perform the Services under the Agreement. Seller shall remain responsible for subcontractors' performance under the Agreement, and shall enter into an agreement with subcontractors that impose materially the same obligations as set forth in this Section. Seller also agrees that any subcontractors who have access to Personal Data are bound to Process Personal Data in accordance with Seller's instructions and are subject to obligations to maintain confidentiality.

Notwithstanding any provisions in the Agreement to the contrary, Seller shall promptly notify Customer in the event Seller discovers or is notified of a known breach of security leading to unauthorized disclosure of or access to Personal Data as a result of its Processing of Personal Data ("Security Breach"). Seller shall reasonably cooperate in the investigation of the Security Breach.

The parties agree that to the extent required by applicable Privacy Laws, and upon thirty (30) days written notice to Seller, and no more than once per calendar year, Customer may request reasonable access to Seller's facilities, systems, and supporting documentation used to provide the Services, to the extent necessary to assess Seller's compliance with its obligations under this Section. Such assessments shall be subject to Seller's security and confidentiality policies, and shall be conducted in a manner that minimizes any disruption of Seller's performance of services and other normal operations. Such expenses will be invoiced to Customer in accordance with the Agreement.

Notwithstanding any other provision of the Agreement to the contrary, upon termination of the Agreement or otherwise at Customer's written request, Seller shall, at the choice of Customer, either return or delete Personal Data from its systems unless required by law, rule

or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority.

Customer shall reimburse Seller and its managers, officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Reimbursed Party") against any and all losses costs, or expenses of whatever kind, including professional fees and attorney's fees, that are Incurred by any Reimbursed Party for any investigation or any preparation for any Investigation by any governmental or regulatory authority arising out of Customer's violation of any Privacy Laws in connection with this Agreement.

Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

Version Date: 12-27-2019

Related Links

- [Site Use](#)
- [Privacy Policy](#)
- [Product Recalls](#)
- [Site Accessibility](#)
- [Site Map](#)

WE GET GETTING RESULTS

With full-stack expertise, CDW helps you design, orchestrate and manage technologies that drive business success.

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Research Hub
Products

My Account
Quick Order Status

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About Us
Careers
Diversity and Inclusion
ESG
Investor Relations
International Solutions
Locations
Newsroom & Media
Suppliers

HOW CAN WE HELP

Customer Support / FAQs
eProcurement
e-Waste Recycling
Leasing Services
Product Recalls
Product Finders
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Resolution

Number 22-0168

Adopted Date February 01, 2022

ENTER INTO CONTRACT WITH CDW GOVERNMENT FOR THE PURCHASE OF CISCO NETWORK EQUIPMENT

WHEREAS, pursuant to Resolution #21-1811 dated December 21, 2021, this Board approved a Notice of Intent to Award Bid for Purchase of Cisco Network Equipment to CDW Government, LLC, for a total bid price of \$71,995.64; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with CDW Government, LLC, 230 N. Milwaukee Avenue, Vernon Hills, Illinois 60061, for a total contract price of \$71,995.64; as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP/

cc: c/a— CDW Government, LLC
Telecom (file)
OMB Bid file

PURCHASE AGREEMENT and AMENDMENT

This Purchase Agreement and Amendment (hereinafter "contract") is made and effective on the date last signed below between the Warren County Board of County Commissioners on behalf of Warren County Telecommunications Department (hereinafter "Warren County") whose address is 406 Justice Drive Lebanon, Ohio 45036, and CDW Government LLC. (hereinafter CDWG) whose address is 230 N. Milwaukee Ave., Vernon Hills, IL 60061.

Whereas, Warren County by request for proposals for Cisco Network Equipment has awarded a contract to CDWG for the purchase of hardware and supplies


Now, therefore, it is agreed as follows:

- 1.) CDWG will supply the hardware and supplies to Warren County for the price stated in the written quote # MMJV233 attached below and hereby incorporated as if fully re-written herein.
- 2.) The sale and purchase shall be governed by the attached terms and conditions, except the parties hereby agree to amend the terms and conditions as follows:
 - a. The contract shall be governed by the laws of the State of Ohio, the venue for any legal dispute shall exclusively be that of Warren County Common Pleas Court, in Lebanon, Ohio, any legal dispute shall be resolved by litigation unless the parties mutually agree upon mediation.
 - b. Warren County shall not be responsible for any sales, use, transaction, excise or similar taxes as it is exempt from such taxation.
 - c. Warren County shall have no duty to indemnify CDWG, rather each party to this contract agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this contract shall impute or transfer any such liability from one to the other.
 - d. Should there be any conflict between the attached terms and conditions and the amendments contained within this Paragraph 2, the amendments in Paragraph 2 of this contract shall control.
- 3.) Each party has the power and authority to enter into and perform this Contract and the person signing this contract on behalf of each party has been properly authorized and empowered to enter into this contract.

[The remainder of this page is intentionally left blank.]

In Execution Whereof, the parties hereto have executed this Purchase Agreement and Amendment by their duly authorized representative on the dates shown below, subject to the attached quote #MMJV233 and the attached terms and conditions as amended above,

Board of County Commissioners
Of Warren County,



President / Vice-President


2-1-22

Date

22-0168

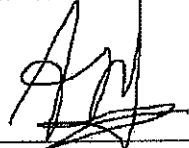
Resolution No.

Approved as to form,



Adam M. Nice
Assistant Prosecuting Attorney

CDW Government LLC,



Authorized Signatory
Anup Sreedharan, Manager-Program Management

1/26/2022

Date

Justin Schwier
Justin Schwier, Supervisor-Proposals



QUOTE CONFIRMATION

DEAR DUSTIN FLINT,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MMJV233	11/26/2021	CISCO UCS CAPTURE 79739	6517577	\$71,995.64

IMPORTANT - PLEASE READ

Special Instructions: TAX: MULTIPLE TAX JURISDICTIONS APPLY
 TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
CISCO DIRECT N9K-C93180YC-FX3 Mfg. Part#: N9K-C93180YC-FX3 TAX: LEBANON, OH .0000% \$.00 Contract: MARKET	2	6462067	\$10,220.12	\$20,440.24
CISCO DIRECT NXK-MEM-16GB Mfg. Part#: NXK-MEM-16GB TAX: LEBANON, OH .0000% \$.00 Contract: MARKET	2	5928237	\$410.14	\$820.28
Cisco 40GBASE-CR4 Passive Copper Cable - direct attach cable - 10 ft - oran Mfg. Part#: QSFP-H40G-CU3M UNSPSC: 26121609 TAX: LEBANON, OH .0000% \$.00 Contract: MARKET	8	3252645	\$128.15	\$1,025.20
Cisco UCS 6454 Fabric Interconnect (Not sold standalone) - switch - 54 port Mfg. Part#: UCS-SP-FI6454 UNSPSC: 43222612 TAX: LEBANON, OH .0000% \$.00 Contract: MARKET	2	5348070	\$9,886.32	\$19,772.64
CIS DIR SN CON-SNTP-N9KC93X3 Mfg. Part#: CON-SNTP-N9KC93X3 24x7x4 60 month Electronic distribution - NO MEDIA TAX: LEBANON, OH .0000% \$.00 Contract: MARKET	2	6461914	\$6,492.34	\$12,984.68
Cisco Smart Net Total Care - extended service agreement - on-site Mfg. Part#: CON-OSP-SPFI6454 UNSPSC: 81111811 24x7x4 36 month	2	5684089	\$8,476.30	\$16,952.60

QUOTE DETAILS (CONT.)

Electronic distribution - NO MEDIA
 TAX: LEBANON, OH .0000% \$0.00
 Contract: MARKET

PURCHASER BILLING INFO		SUBTOTAL	\$71,995.64
Billing Address: WARREN CO TELECOM DEPT ACCTS PAYABLE 500 JUSTICE DR LEBANON, OH 45036-2379 Phone: (513) 695-1319 Payment Terms: NET 30-VERBAL		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$71,995.64
		DELIVER TO	
Shipping Address: WARREN CO TELECOM DEPT 500 JUSTICE DR LEBANON, OH 45036-2379 Shipping Method: DROP SHIP-GROUND		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Sean Bergquist

(877) 325-3701

seanb@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>.
 For more information, contact a CDW account manager.

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Appointment of Authorized Representative with Limited Signing Authority

In accordance with the authority delegated to the undersigned, Robert F. Kirby, President, CDW Government LLC (“Company”), the undersigned hereby delegates to Anup Sreedharan (“Authorized Representative”) holding the title, Manager, Program Management (“Authorized Title”), of Company or its affiliate, the authority solely to review and execute certain Contract documents, subject to certain limitations, as set forth in the table below (“Restricted Authority”).

Contract Types: <i>select type of agreement (one or more may apply)</i>	<input type="checkbox"/>	Agreements and purchase orders related to marketing.
	<input type="checkbox"/>	Nondisclosure and other forms of confidentiality agreements and non-binding letters of intent in connection with potential M&A opportunities.
	<input checked="" type="checkbox"/>	Non-disclosure and other forms of confidentiality agreements with customers and partners.
	<input checked="" type="checkbox"/>	Agreements with customers to provide IT products and professional services (to the extent such services are authorized by the undersigned), and all such accompanying forms (attestations and disclosures) that are generally required to form a complete contract including memorandums of understanding, and subcontracts with partners on the Agreements described above, but excluding software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	<input checked="" type="checkbox"/>	Bids & Proposals to provide IT products and professional services, (to the extent such services are authorized by the undersigned), and all such accompanying forms (attestations and disclosures) that are generally required to form a complete offer for contract package, but excluding software beta test and early adoptee offers, and any offer out of the ordinary course of Company's business.
	<input type="checkbox"/>	SOWs and Change Orders with customers to provide IT professional services (to the extent such services are authorized by the undersigned), but excluding software beta test and early adoptee contracts, and any contracts out of the ordinary course of Company's business.
	<input type="checkbox"/>	Agreements with partners to purchase IT products and professional services (to the extent such services are authorized by the undersigned), but excluding software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	<input checked="" type="checkbox"/>	Agreements, including but not limited to, Participation Agreements and Teaming Agreements with Partners/Vendors to provide IT products and professional services to customers (to the extent such services are authorized by the undersigned), but excluding agreements for software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	<input type="checkbox"/>	SOWs with Partners/Vendors to provide IT professional services to Customers (to the extent such services are authorized by the undersigned), but excluding agreements for software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
Check other:	<input type="checkbox"/>	[Click to fill in description]
Territorial Limit	U.S. Only	
Not to Exceed Dollar Value Limit	Up to \$5,000,000 . (This is total value, not annual value, of a contract.)	
Not to Exceed Contract Duration for Services	Up to three (3) year(s)	
Required Approvals and Other Conditions	<ul style="list-style-type: none"> • Compliance with Company Legal Department mandated contract review process. • Compliance with Company policies. • Capital expenditures approval, if applicable. • General Counsel review if Contract is with any principal stockholder, director or officer (or immediate family member) of a CDW company. • Treasurer review of any grant of a security interest or lien. • Legal approval of any contract with a foreign entity. • Delegation in the Agiloft tool as backup for you while out must only be provided to an individual coworker with the same title and level of signing authority as you, or your manager. 	

[Signature Page Follows]

Authorized Representative shall use the following signature block, or one that indicates in a substantially similar manner that the Authorized Representative is authorized when executing Contracts on behalf of Company:

CDW Government LLC

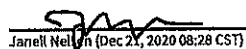
By: Anup Sreedharan, its Authorized Representative

This appointment is effective on the date specified below and shall remain in effect until the earliest of: (a) the date, December 31, 2023, when this Restricted Authority expires; (b) the date when the Authorized Representative no longer holds the Authorized Title; or (c) the date when the Restricted Authority is terminated by the undersigned. Authorized Representative may not assign or delegate the Restricted Authority to any other person.

Effective Date January 1, 2021:



Robert F. Kirby
President
CDW Government LLC




Janell Nelsen (Dec 21, 2020 08:28 CST)

Received and Approved by Corporate Paralegal:

Janell Nelsen

Received and Approved by the Corporate Secretary's Office:



Mary Jo Georgen



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Software

Services

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[Terms and Conditions](#) > Sales and Service Projects

TERMS AND CONDITIONS

SALES AND SERVICE PROJECTS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFIED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on any Seller Website or Mobile Application (each, a "Site") or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Statement of Work will govern the order in question, unless otherwise agreed in writing by Seller and Customer.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; Individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, Internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a "Statement of Work"). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

Title; Risk of Loss

If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

Services

Customers may order services (collectively, "Services") from or through Seller from time to time. Certain Services may be provided by third parties, including, but not limited to, extended warranty service by manufacturers, and are sold by Seller as distributor or sales agent ("Third Party Services").

In the case of Third Party Services, Customer shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer and Customer's Affiliates (defined below) hereby release Seller and Seller's Affiliates (defined below) from any and all claims arising from or relating to the purchase or provision of any such Third Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent. "Affiliate" means, with respect to a party, an entity that controls, is controlled by, or is under common control with such party.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its

Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

Access

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and to indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

Export Sales

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time.

but currently includes Cuba, Iran, Sudan and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

Warranties

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller makes no warranties to the Customer and the Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all laws and regulations affecting, without limitation the manufacture, performance, sale, packaging and labelling of the Products which are in force within the Customer's territory.

Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the Products. Customer further agrees to review and comply with the manufacturer's disclaimers and restrictions regarding the use of the Products in high risk environments.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN

CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

Pricing Information; Availability Disclaimer

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

Credits

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.

Limited License

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right to

use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Return Privileges

CDW allows Customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. For additional information see CDW's full Product Return Policy at the following link: [Return Policy](#). Customers should contact CDW Customer Relations at 866.SVC.4CDW or e-mail at [Customer Relations](#) to initiate a return or for additional information. Customers must notify CDW Customer Relations of any damaged Products within fifteen (15) days of receipt.

Termination

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of

Work. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

Provisions Related to Custom Imaging

If in connection with the provision of Products or Services, Customer desires to have Seller provide Installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at <https://www.cdw.com/content/cdw/en/landing-pages/installation-and-custom-imaging-indemnity-agreement.html>

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.

Data Protection

This Section shall apply to the extent Seller performs any operation or set of operations, including collecting, recording, storing, retaining, using, disclosing or otherwise accessing, (collectively, "Process," "Processed," or "Processing") on any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services ("Personal Data"), including without limitation any information that qualifies as "personal information" under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. ("CCPA"). Seller shall only Process Personal Data in accordance with the instructions of Customer as detailed in the Agreement or the applicable SOW or PO and applicable data privacy law, including, if applicable, the CCPA ("Privacy Laws"). For the avoidance of doubt, it is the intention of the Parties that Seller be a "service provider" of Customer pursuant to the CCPA. Notwithstanding the foregoing, to the extent expressly set forth in the Agreement, Seller (1) shall have the right to retain, use or disclose de-identified or aggregated data derived from Personal Data ("Seller Data"), provided that Seller Data shall not include any Personal Data, and (2) if Seller Processes any "personal information" as such term is defined in the CCPA in connection with the Services, Seller shall have the right to Process such "personal information" for any purpose permitted by the CCPA. Where applicable law requires Seller to Process Personal Data under terms other than those of the Agreement, Seller shall promptly notify Customer of such legal requirement before Processing, unless applicable law prohibits such disclosure. Where required by applicable law, Seller shall also notify Customer if Seller determines any of Customer's instructions infringes applicable Privacy Laws.

The Parties agree that Customer is responsible for obtaining any consents required by applicable Privacy Laws, as well as providing and ensuring the accuracy of any notices required to disclose Personal Data to Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement. Furthermore, Customer warrants that all Personal Data provided to Seller has been obtained, Processed, and provided to Seller in accordance with all applicable laws and ensured that there are legitimate grounds for Processing any and all Personal Data by Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement.

Seller shall promptly notify Customer of any request, complaint, claim, or other communication received by Seller or a subcontractor regarding its Processing of Personal Data. Seller shall cooperate with and provide any necessary assistance to Customer in responding to any such Inquiries, in so far as possible and taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that the Customer cannot respond to such request on its own. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such requests. Such expenses will be invoiced to Customer in accordance with the Agreement.

Customer acknowledges that Seller is reliant on Customer for instruction as to the extent to which Seller is entitled to use and Process Personal Data, and that Seller is not liable for any claim brought by a data subject to the extent that such claim arises from the Customer's Instructions.

Upon request, Seller shall provide reasonable cooperation and assistance to Customer with its obligations under applicable Privacy Laws, in so far as possible in connection with the Services, taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that Customer's obligations cannot be met by Customer through other means. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such assistance. Such expenses will be invoiced to Customer in accordance with the Agreement.

To the extent that Personal Data includes information about Individuals who are located in the European Economic Area ("EEA") and/or Switzerland, and Seller stores or otherwise obtains access to such Personal Data outside of the EEA and/or Switzerland, Seller agrees it has implemented appropriate measures to address the cross-border transfer of Personal Data.

Seller shall implement and maintain an information security program that includes appropriate technical and procedural safeguards to protect Personal Data, taking into account the nature of Seller's Processing and the Personal Data available to Seller. To the extent required by applicable Privacy Laws, upon request, Seller shall make available to Customer information reasonably necessary to demonstrate compliance with this obligation.

The parties agree that Seller may subcontract its obligations to subcontractors as necessary to perform the Services under the Agreement. Seller shall remain responsible for subcontractors' performance under the Agreement, and shall enter into an agreement with subcontractors that impose materially the same obligations as set forth in this Section. Seller also agrees that any subcontractors who have access to Personal Data are bound to Process Personal Data in accordance with Seller's instructions and are subject to obligations to maintain confidentiality.

Notwithstanding any provisions in the Agreement to the contrary, Seller shall promptly notify Customer in the event Seller discovers or is notified of a known breach of security leading to unauthorized disclosure of or access to Personal Data as a result of its Processing of Personal Data ("Security Breach"). Seller shall reasonably cooperate in the investigation of the Security Breach.

The parties agree that to the extent required by applicable Privacy Laws, and upon thirty (30) days written notice to Seller, and no more than once per calendar year, Customer may request reasonable access to Seller's facilities, systems, and supporting documentation used to provide the Services, to the extent necessary to assess Seller's compliance with its obligations under this Section. Such assessments shall be subject to Seller's security and confidentiality policies, and shall be conducted in a manner that minimizes any disruption of Seller's performance of services and other normal operations. Such expenses will be invoiced to Customer in accordance with the Agreement.

Notwithstanding any other provision of the Agreement to the contrary, upon termination of the Agreement or otherwise at Customer's written request, Seller shall, at the choice of Customer, either return or delete Personal Data from its systems unless required by law, rule

or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority.

Customer shall reimburse Seller and its managers, officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Reimbursed Party") against any and all losses costs, or expenses of whatever kind, including professional fees and attorney's fees, that are incurred by any Reimbursed Party for any investigation or any preparation for any investigation by any governmental or regulatory authority arising out of Customer's violation of any Privacy Laws in connection with this Agreement.

Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

Version Date: 12-27-2019

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Resolution

Number 22-0169

Adopted Date February 01, 2022

AUTHORIZE THE DISPOSAL OF WARREN COUNTY TELECOMMUNICATIONS EQUIPMENT

WHEREAS, the Warren County Telecommunications Department has Cellular and Radio Repeater Equipment located at the former Sheriff's Office and Jail location; and

WHEREAS, said equipment provided extended coverage from the Public Safety Radio System into the former Sheriff's Office and Jail and is no longer in use or functional and is indicated on the Asset Summary as #7419 Cell & Radio Repeater and pictured on the attached sheet; and

WHEREAS, Warren County Telecommunications has deemed this equipment unusable and considered obsolete with no value in removal for sale and further removal effort would exceed current value of said equipment; and

NOW THEREFORE BE IT RESOLVED, to authorize the disposal of the above listed property

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

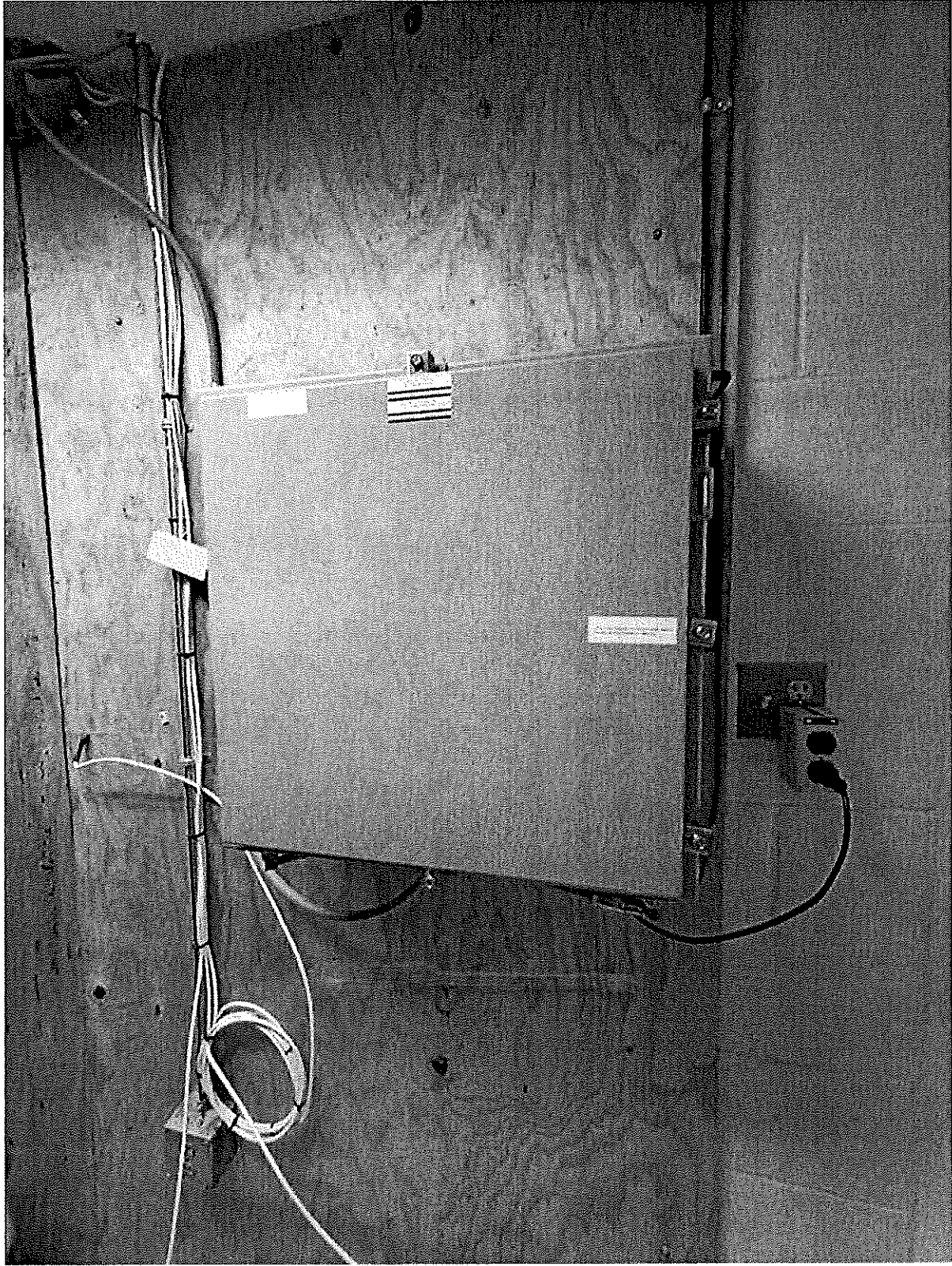
Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
Auditor – B. Quillen



ASSET DESCRIPTION	COUNTY ID #	SERIAL NUMBER	LOCATION	ACQU DATE	POST PER.	ORIGINAL VALUE
470 RADIO SYSTEM						
4697 CHANNEL BANK EQUIPMENT .			01 ZOAR TOWER	11-13-2000	2000	95600.08
6577 QUANTAR TRANSCEIVER		448CFK0083		07-13-2005	2005	13303.00
6578 QUANTAR TRANSCEIVER		448CFK0077		07-13-2005	2005	13303.00
6579 QUANTAR TRANSCEIVER		448CFK0078		07-13-2005	2005	13303.00
6580 QUANTAR TRANSCEIVER		448CFK0079		07-13-2005	2005	13303.00
6581 QUANTAR TRANSCEIVER		448CFK0080		07-13-2005	2005	13303.00
6582 QUANTAR BASE STATION		448CFK0081		07-13-2005	2005	11486.00
6583 QUANTAR BASE STATION		448CFK0082		07-13-2005	2005	11486.00
7357 GPS CLOCK HATFIELD			HATFIELD TOWER	04-12-2011	2011	18019.00
7358 GPS CLOCK MANCHESTER			MANCHESTER TOWER	04-12-2011	2011	18019.00
7368 SPECTRUM ANALYZERS TEST EQUIP			EOC	12-31-2011	2011	16496.70
*7419 CELL & RADIO REPEATER			SHERIFF OFFICE & JAIL FOR JAIL & SHERIFF'S OFFICE	08-21-2012	2012	19997.45
7420 GPS CLOCK		1869	TOWER SITES	02-24-2012	2012	18019.00
7421 GPS CLOCK		1870	TOWER SITES	02-24-2012	2012	18019.00
7422 GPS CLOCK		1871	TOWER SITES	02-24-2012	2012	18019.00
7423 GPS CLOCK		1872	TOWER SITES	02-24-2012	2012	18019.00
7424 GPS CLOCK		1873	TOWER SITES	02-24-2012	2012	18019.00
7540 GPS CLOCK		002020		05-23-2013	2013	17110.00
7541 GPS CLOCK		002021		05-23-2013	2013	17110.00
7735 PUBLIC SAFETY IP RADIO SYTEM		TRUNKING SYSTEM	MASTER SITE MARCS TIE IN-CBUS	12-31-2015	2015	178123.00
7736 PUBLIC SAFETY IP RADIO SYTEM		SWITCH, LAN, WAN EQUIP	MASTER SITE MARCS TIE IN-CBUS	12-31-2015	2015	21267.00
7737 PUBLIC SAFETY IP RADIO SYTEM		ALARM MONITORING EQU	MASTER SITE MARCS TIE IN-CBUS	12-31-2015	2015	23802.00
7738 PUBLIC SAFETY IP RADIO SYTEM		OTHER EQUIPMENT	MASTER SITE MARCS TIE IN-CBUS	12-31-2015	2015	3440.00
7739 PUBLIC SAFETY IP RADIO SYTEM		SYS MGMT/ALARM TERM	MASTER SITE MARCS TIE IN-CBUS	12-31-2015	2015	15552.00
7740 PUBLIC SAFETY IP RADIO SYTEM		SERVICES	MASTER SITE MARCS TIE IN-CBUS	12-31-2015	2015	674227.00
7741 PUBLIC SAFETY IP RADIO SYTEM		TRUNKING CONTROLLER	SIMULCAST PRIME SITE	12-31-2015	2015	111670.00
7742 PUBLIC SAFETY IP RADIO SYTEM		LAN, WAN EQUIPMENT	SIMULCAST PRIME SITE	12-31-2015	2015	23040.00
7743 PUBLIC SAFETY IP RADIO SYTEM		RECEIVER VOTING	SIMULCAST PRIME SITE	12-31-2015	2015	173288.00
7744 PUBLIC SAFETY IP RADIO SYTEM		SUBSYS ALARM MON EQU	SIMULCAST PRIME SITE	12-31-2015	2015	7460.00
7745 PUBLIC SAFETY IP RADIO SYTEM		SERVICES	SIMULCAST PRIME SITE	12-31-2015	2015	181732.00
7746 PUBLIC SAFETY IP RADIO SYTEM		LAN, WAN EQUIPMENT	REMOTE SITE SNIDER	12-31-2015	2015	11520.00
7747 PUBLIC SAFETY IP RADIO SYTEM		BASE STATIONS	REMOTE SITE SNIDER	12-31-2015	2015	360629.00
7748 PUBLIC SAFETY IP RADIO SYTEM		ALARM MONITOR EQUIP	REMOTE SITE SNIDER	12-31-2015	2015	7287.00
7749 PUBLIC SAFETY IP RADIO SYTEM		SERVICES	REMOTE SITE SNIDER	12-31-2015	2015	69398.00
7750 PUBLIC SAFETY IP RADIO SYTEM		LAN, WAN EQUIP	REMOTE SITE BLACKHAWK	12-31-2015	2015	11520.00
7751 PUBLIC SAFETY IP RADIO SYTEM		BASE STATIONS	REMOTE SITE BLACKHAWK	12-31-2015	2015	360629.00
7752 PUBLIC SAFETY IP RADIO SYTEM		ALARM MONITOR EQUIP	REMOTE SITE BLACKHAWK	12-31-2015	2015	7287.00
7753 PUBLIC SAFETY IP RADIO SYTEM		SERVICES	REMOTE SITE BLACKHAWK	12-31-2015	2015	64858.00
7754 PUBLIC SAFETY IP RADIO SYTEM		LAN, WAN EQUIP	REMOTE SITE MANCHESTER	12-31-2015	2015	11520.00
7755 PUBLIC SAFETY IP RADIO SYTEM		BASE STATIONS	REMOTE SITE MANCHESTER	12-31-2015	2015	360629.00
7756 PUBLIC SAFETY IP RADIO SYTEM		ALARM MONITOR EQUIP	REMOTE SITE MANCHESTER	12-31-2015	2015	7287.00
7757 PUBLIC SAFETY IP RADIO SYTEM		SERVICES	REMOTE SITE MANCHESTER	12-31-2015	2015	69558.00
7758 PUBLIC SAFETY IP RADIO SYTEM		LAN, WAN EQUIP	REMOTE SITE HATFIELD	12-31-2015	2015	11520.00
7759 PUBLIC SAFETY IP RADIO SYTEM		BASE STATION	REMOTE SITE HATFIELD	12-31-2015	2015	360629.00
7760 PUBLIC SAFETY IP RADIO SYTEM		ALARM MONITOR EQUIP	REMOTE SITE HATFIELD	12-31-2015	2015	7287.00
7761 PUBLIC SAFETY IP RADIO SYTEM		SERVICES	REMOTE SITE HATFIELD	12-31-2015	2015	68079.00
7762 PUBLIC SAFETY IP RADIO SYTEM		LAN, WAN EQUIP	REMOTE SITE ZOAR	12-31-2015	2015	11520.00

*PK
1/24/22*

Resolution

Number 22-0170

Adopted Date February 01, 2022

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT #1 Q-59629 FOR CENTRAL SQUARE TECHNOLOGIES (FKA TRITECH SOFTWARE SYSTEMS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Report #1 Q-59629; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Task Completion Report #1 Q-59629 as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Central Square Technologies (FKA TriTech Software Systems)
Telecom (file)



CENTRALSQUARE

TECHNOLOGIES

Warren County, OH Sales Order Q-59629 Task Completion Report #1

Effective Date : 10/5/2021

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between CentralSquare and the Client on the items listed in this report, in reference to Warren County RMS Data Cleanup ~~PO 21002192~~

Completion of Project Deliverables:

The following Project Deliverable(s) have been completed:

CentralSquare technical service engineer reviewed client's expunge table and link up with about 3,000 records in active RMS database. The TSE will run the RMS Classic expungement on the names. Refer to Salesforce case 1705434. The work was completed on 10/5/2021.

Acknowledgement:

The Client acknowledges their approval of the project deliverables listed. Upon receipt of this fully executed Document, CentralSquare will provide an invoice for the following Deliverables:

Description	Amount
Project Management fixed fee	\$390.00
Technical Services fixed fee	1,560.00
Total	\$1,950.00

The Client is responsible to approve this Task Completion Report within 5 business days, or provide a written notification to CentralSquare detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign and return this document to CentralSquare.

Approvals

Client Project
Manager

Print Name:

Tom Gussmann

Signature:



Date: 2-1-22

CentralSquare
Project Manager

Print Name: William M. McClamroch

Signature:



Date: 12/8/2021

Resolution

Number 22-0171

Adopted Date February 01, 2022

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT #120 6395 FOR CENTRAL SQUARE TECHNOLOGIES (FKA TRITECH SOFTWARE SYSTEMS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Report #120 6395; and


NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Task Completion Report #120 6395 as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Central Square Technologies (FKA TriTech Software Systems)
Telecom (file)



CENTRALSQUARE

TECHNOLOGIES

Warren County, OH Sales Order Number 6395 Task Completion Report # 120

Effective Date: 04/01/2021

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between CentralSquare and the Client on the items listed in this report, in reference to **Warren County Inform CAD, Mobile, RMS and Jail Project – Sales Order 6395.**

Client acknowledges the completion of the following Project deliverable(s):

1. Completion of Go Live Data Conversion

Data Conversion started with extraction of data by the client in August 2020 and continued with the conversion process through the start of Go Live on Tuesday, September 1, 2020. All contracted modules were converted, and data was reviewed by the client.

2. Post Go Live Data Conversion Changes

After Go Live, eleven issues were uncovered that needed correction. These items have been fixed as noted below and loaded into the Warren County Test and Production systems.

The client acknowledges these changes were made at their request, and the changes have been thoroughly reviewed in the Test system and moved into Production.

As these fixes have been moved into production, no further changes can be made. **This closes the Data Conversion task.**

Jail & TIPS

- a) Leading and trailing spaces removed from names in converted Jail data.
- b) Missing mug shots added to converted Jail data.

RMS

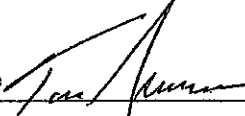
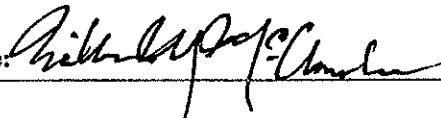
- c) Evidence data cleanup performed 1/4/2021 in Production environment. Purged evidence data before 9/1/2020 except for City of Mason and other items specified by Client's 11/24/20 worksheet.
- d) Added business names to both masternames and incidents from new client data.
- e) Corrected warrant narrative formatting to correct invalid data.
- f) Where partial Incident Narratives were truncated to 1,000 characters in Client's source data a second narrative was added with all characters.

- g) Incidents with missing people (victims, suspects, etc.) in Client data corrected with new Client data.
- h) Correct mastername entry type values of NULL from source data to 'PERSON'
- i) Re-link warrant names to appropriate warrant to correct invalid source data.
- j) Re-link alerts to correct warrant name to correct invalid source data.
- k) Update warrant disposition in classic to match values in web.

Approval of this Task Completion Report does **not** generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 5 business days or provide a written notification to CentralSquare detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign and return this document to CentralSquare

Approvals	
Client Project Manager	Print Name: <u>Tom Grossmann</u> Signature: <u></u> Date: <u>2-1-22</u>
CentralSquare Project Manager	Print Name: <u>William M. McClamroch</u> Signature: <u></u> Date: <u>12/8/21</u>

Resolution

Number 22-0172

Adopted Date February 01, 2022

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COMMISSIONERS TO SIGN LOCAL SUPPORT AGENCY MEMORANDUM OF UNDERSTANDING WITH LEBANON CORRECTIONAL INSTITUTION

BE IT RESOLVED, to approve and authorize the President of the Board of Commissioners, on behalf of Emergency Services Department, to sign the Local Support Agency Memorandum of Understanding with Lebanon Correctional Institution; copy of said Memorandum of Understanding attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: C/A—Lebanon Correctional Institution
Emergency Services (file)

Ohio | Department of Rehabilitation & Correction

Mike DeWine, Governor
Annette Chambers-Smith, Director

Local Support Agency Memorandum of Understanding With Lebanon Correctional Institution (LeCI)

Date: 2.1.22

The Ohio Department of Rehabilitation and Correction protects Ohio citizens by ensuring effective supervision of adult offenders in environments that are safe, humane and appropriately secure. However, there may be a Critical Incident which disrupts the routine operations or services of a correctional facility creating a state of disorder, a threat to security or an inability to maintain orderly control of inmates. During our response and recovery from the Critical Incident, it may be necessary to utilize resources beyond what ODRC is able to directly provide.

I. Statement of Purpose

The purpose of this Memorandum of Understanding is to identify resources that can be made available by the Warren County Department of Emergency Services to the Lebanon Correctional Institution to assist in response and recovery of a Critical Incident occurring at the prison. This memorandum is developed to provide a planning guide for the prison to know the agency's capabilities to respond to a Critical Incident. However, this memorandum does not guarantee that any or all services, personnel, and/or equipment will be available at all times.


NOTE: The Department of Emergency Services is the Emergency Management Authority for Warren County, Ohio.

II. Request for Assistance

In the event of a Critical Incident in the prison, the agency will be contacted by a prison employee in the ICS Logistics Section. Requests for local Emergency Management resource assistance will be made by the following process.

- A. Call the Warren County Communication Center at 513-695-2525 and request the Supervisor or Operator in Charge.
- B. Provide:
 - a. The nature of the Critical Incident.
 - b. The assistance needed (type, kind, quantity and time to report).

Lebanon Correctional Institution
State Route 63
Lebanon, OH 45036
www.drc.ohio.gov

United States[®]
Census
2020 | **BE COUNTED**

It's easy, safe and important.
Census.Ohio.Gov

Ohio | Department of Rehabilitation & Correction

Mike DeWine, Governor
Annette Chambers-Smith, Director

- c. The location to which they are to respond.
- d. The person to whom they are to report to upon arrival.
- e. A contact name and number.

C. Request the Communication Center to page the Emergency Management Staff.

In the event of a Critical Incident in Warren County, Lebanon Correctional Institution will be contacted by a county employee. Requests for local resource assistance will be made by the following process.

- A. Call Lebanon Correctional Institution at 513-932-1211 and request for the Shift Commander in charge.
- B. Provide:
 - a. The nature of the Critical Incident.
 - b. The assistance needed (type, kind, quantity and time to report).
 - c. The location to which they are to respond.
 - d. The person to whom they are to report to upon arrival.
 - e. A contact name and number.

III. Scope of Assistance

The Local Support Agency resources are understood to be available to the prison on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.


A. The Personnel Resource response by the agency to the prison is as follows:

1. Director of Emergency Services
2. Emergency Management Operations Manager
3. LEPC Coordinator
4. Communications and Telecommunications Personnel as deemed necessary by the Director and Incident Command

B. The Equipment Resource response by the agency to the prison is as follows:

1. 800 MHZ Radios which include the Marcs and Warren County Systems

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2. Cellular Telephones

C. The Support Services capabilities of the agency to the prison is as follows:

1. Acquisition Resources
2. On Scene Resource Coordination
3. Communication Coordination with Responders
4. Search & Rescue Coordination
5. Activation of County Emergency Operation Center
6. Direct Avenue of Control with Ohio Emergency Management Agency's E.O.C. via Radio, Fax, and/or Telephone for State Coordination of Resources

D. The agency utilizes the following radio frequencies:

Warren County operates on the Ohio MARCS system.

The Lebanon Correctional Institution resources are understood to be available to Warren County on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

A. The Support Services capabilities of Lebanon Correctional to Warren County is as follows:

1. Lebanon Correctional Institution is able to provide additional manpower by providing level 1 security inmates to assist with debris cleanup as the result of a natural disaster.
2. In the need of an emergency evacuation of the Warren County Jail Lebanon Correctional Institution is able to provide up to seven (7) – twelve (12) passenger transportation vans.

IV. Prison/Agency Responsibilities

The Incident Commander will designate an individual to coordinate the agency assistance and needs in response to the Critical Incident. This individual will coordinate all security and any other needs of the agency, which may include, but not be limited to: Specific security issues, access to facilities, and protection of equipment and personnel. The prison will work with the agency to identify and arrange for the availability of utility connections at each prison site to facilitate the utilization of the agency resources. By ODRC policy, the prison Incident Commander has been delegated authority to manage a Critical Incident. However, where there is active involvement of Local Support

Ohio | Department of Rehabilitation & Correction

Mike DeWine, Governor
Annette Chambers-Smith, Director

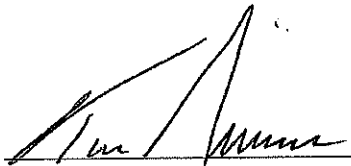
Agencies, a Unified Command structure may be established, and command authority would then be shared with assisting agencies. The Incident Commander and the prison Incident Command Organization will work closely with the agency to coordinate their response. In order to maintain effective information release, the prison's Public Information Officer shall coordinate the Public/Media Information Release. The Local Support Agency shall consult with the prison's Public Information Officer prior to the release of information.

V. Annual Review of the Memorandum of Understanding

The Lebanon Correctional Institution and the Warren County Department of Emergency Services will conduct an annual review of the details of this Memorandum of Understanding. Once updated, the prison will re-issue this document.

VI. Limitation of Liability

The Warren County Board of County Commissioners and its Department, Agencies and employees shall not be liable to ODRC, its' employees, agents or officers, or to third parties for claims, damages, expenses, costs, fees, attorney fees, injurious actions, causes of actions or suits due to a refusal or failure to respond, in whole or in part, to a request for assistance.

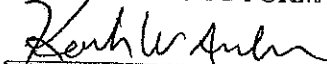


Warren County Commissioner

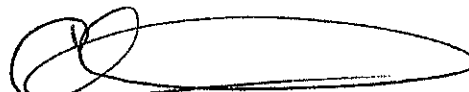
2.1.22

Date

APPROVED AS TO FORM



Keith W. Anderson
Asst. Prosecuting Attorney



Warden Keith

Lebanon Correctional Institution
State Route 63
Lebanon, OH 45036
www.drc.ohio.gov

United States* | BE COUNTED
Census 2020 | Ohio
It's easy, safe and important.
Census.Ohio.Gov

Resolution

Number 22-0173

Adopted Date February 01, 2022

APPROVE AMENDMENT OF THE AGREEMENT BETWEEN EASTER SEALS TRISTATE, LLC AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12TH LOCAL WORKFORCE DEVELOPMENT AREA

WHEREAS, Resolution Number 19-0925 approved and entered into a Service Agreement with the Easter Seals Tristate, LLC, Inc to provide Workforce Innovation and Opportunity Act (WIOA) Youth Service Agreement Services for the Area 12 Workforce Development Board; and

WHEREAS, Resolution Number 21-1086 approved the extension of the contract between the Board of County Commissioners and Easter Seals Tristate, LLC from July 1, 2021 through June 30, 2022; and

WHEREAS, The Warren County Board of Commissioners and Easterseals Tristate, LLC mutually desire to amend the contract to include the Pre-Apprenticeship Grant as outlined in Attachment A; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve the amendment to the contract which includes the Pre-Apprenticeship grant, copy of said amendment is attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Easterseals LLC
Area 12 WIB (file)

Robin

Amendment #1:

**Workforce Investment Board | Butler • Clermont • Warren
WIOA Youth Purchase of Service Contract**

The approved and entered into WIOA Youth Purchase of Service Contract Agreement beginning July 1, 2021 and amended on November 23, 2021 was entered into by and between the Workforce Investment Board of Butler, Clermont and Warren Counties/Ohio Area 12 WDB (hereinafter "WIBBCW"), through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent and Easter Seals Tristate LLC, (hereinafter "Provider"), with its main office located at 2901 Gilbert Avenue, Cincinnati, Ohio 45206, for the purchase of Workforce Investment WIOA Youth Services identified under Exhibit I, Services To Be Purchased, is hereby modified as the Amendment #1.

All parties agree to the modified/amended as follows:

1. TERM / CONTRACT AMOUNT

Provider was named as a sub-recipient of the Ohio Department of Job and Family Services (ODJFS) Placement Strategies Initiative for Pre-Apprenticeship Hubs grant issued by Office of Workforce Development (OWD) ApprenticeOhio awarded on July 27, 2021, to the WIBBCW in the amount of \$466,880.00 and ending on June 30, 2023. Provider, as sub-recipient, is responsible for program implementation, enrollment into RAP's and identification and supervision of vendors. Sub-recipient will oversee \$420,200.00 of the grant.

2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Amendment and Exhibits (such Exhibits are deemed to be a part of this Amendment as fully as if set forth herein), Provider agrees to perform the services as described in Exhibit I, Pre-Apprenticeship grant application amendment.

Except as modified and changed by the Amendment Number 1, the WIOA Youth Purchase of Service Contract Agreement beginning July 1, 2021 and subsequently amended on November 23, 2021, by and between the Board of Warren County Commissioners on behalf of the WIBBCW, shall remain as written in full force and effect.

In witness, whereof, the parties hereunto set for their hands on the attached signature pages therefore.

President
Board of Warren County Commissioners

Easter Seals Tristate LLC

2-1-22
Date

12/01/2021
Date

Approved as to Form:

PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Keith Anderson, Asst. Prosecutor

Amendment #1:

**Workforce Investment Board | Butler • Clermont • Warren
WIOA Youth Purchase of Service Contract**

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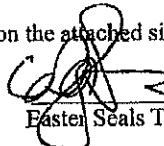
2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Amendment and Exhibits (such Exhibits are deemed to be a part of this Amendment as fully as if set forth herein), Provider agrees to perform the services as described in Exhibit I, Pre-Apprenticeship grant application amendment.

Except as modified and changed by the Amendment Number 1, the WIOA Youth Purchase of Service Contract Agreement beginning July 1, 2021 and subsequently amended on November 23, 2021, by and between the Board of Warren County Commissioners on behalf of the WIBBCW, shall remain as written in full force and effect.

In witness, whereof, the parties hereunto set for their hands on the attached signature pages therefore.

President
Board of Warren County Commissioners



Easter Seals Tristate LLC

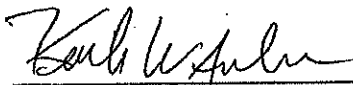
Date

12/01/2021

Date

Approved as to Form:

PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



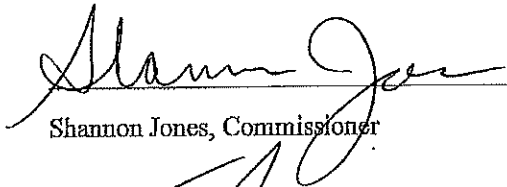
By: Keith Anderson, Asst. Prosecutor

FISCAL AGENT EXECUTION

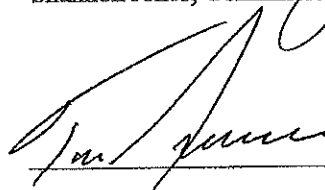
The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clinton counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

Warren County Board of County Commissioners

David Young, Commissioner

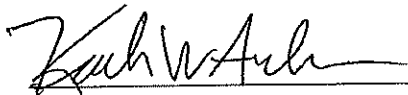


Shannon Jones, Commissioner



Thomas Grossman, Commissioner

Approved as to form:



Warren County Prosecuting Attorney

Resolution

Number 22-0174

Adopted Date February 01, 2022

APPROVE NOTICE OF INTENT TO AWARD BID TO EAGLE BRIDGE COMPANY FOR THE KING AVENUE BRIDGE #282-0.97 REPLACEMENT OVER LITTLE MIAMI RIVER IMPROVEMENTS PROJECT

WHEREAS, bids were closed at 9:30 a.m., on January 25, 2022, and the bids received were opened and read aloud for the King Avenue Bridge #282-0.97 Replacement Over Little Miami River Improvements Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Roy Henson, Bridge Engineer, Eagle Bridge Company has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, that it is the intent of this Board to award the contract to Eagle Bridge Company, P.O. Box 59, Sidney, Ohio 45365, for a total bid price of \$22,047,747.70; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)
OMB Bid file

Resolution

Number 22-0175

Adopted Date February 01, 2022

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH AMERICAN TOWER ASSET SUB II, LLC FOR THE BUTLER WARREN ROAD WIDENING PROJECT

WHEREAS, in order to improve the safety of Butler Warren Road a widening project is to be completed, and in order to perform the work it is necessary to enter onto the property, parcel #11-02-300-002 located at 3626 Butler Warren Road, Mason, Ohio 45040 which is owned by American Tower Asset Sub II, LLC, grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work; and

1. Widen Butler Warren Road approximately five (5) feet.
2. Install a new gravel driveway with a 12" conduit.
3. Regrade a drainage ditch along property frontage.
4. When weather permits, seed and straw any disturbed area.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and


NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with American Tower Asset Sub II, LLC, for Butler Warren Road a widening project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—American Tower Asset Sub II, LLC
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This Agreement is entered into on the date stated below by American Tower Asset Sub II, LLC, a Delaware limited liability company, whose mailing address is 10 Presidential Way, Woburn, MA 01801 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

Witnesseth:

In order to improve public safety and better serve the needs of the traveling public a widening project on Butler-Warren Road is to be completed. In order to widen the road it is necessary to enter onto property owned by the Grantor (the "Property"). The Property is located on 3626 Butler-Warren Road, Mason, Ohio 45040, identified as Parcel #11-02-300-002-0 as illustrated on Exhibit A attached hereto. Grantee requests permission from Grantor to enter onto a part of the said Property, as shown in Exhibit A (the "Entry Area"), solely for the purpose of completing the following items of work (the "Scope of Work"):

1. Widen Butler-Warren Road approximately five (5) feet.
2. Install a new gravel driveway with a 12" conduit.
3. Regrade a drainage ditch along property frontage.
4. When weather permits, seed and straw any disturbed area.

Upon completion of the Scope of Work, the Grantee agrees to restore any disturbed property, including personal property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition. Removal of any trees or brush will be kept to the minimal required for construction. Grantee agrees it will not damage and/or interfere with any of Grantor's existing utility lines on the Property. Should Grantee or Grantee's contractors, agents, subcontractors or any parties working on behalf of Grantee, damage and/or interfere with Grantor's utilities, Grantee shall immediately repair and/or replace such utilities. Grantee's performance of the Scope of Work shall not unreasonably interfere with Grantor's use of the Property, including but not limited to access from a public right of way and utility services from a public right of way. Grantee shall not store any equipment or materials outside of the Entry Area and shall remove any materials not installed as part of the Scope of Work, upon completion of the Scope of Work. Moreover, Grantee shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Staging Area in violation of any Environmental Laws (as defined below). As used herein, "Hazardous Materials" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Property. As used herein, "Environmental Laws" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Property, which govern Hazardous Materials.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Butler-Warren Road Widening Project or December 31, 2022, whichever comes first.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, Jennifer Bernazani-Ludlum, whose title is Senior Counsel, of American Tower Asset Sub II, LLC, a Delaware limited liability company, pursuant to the authority granted to him/her by the company's operating agreement to execute this Agreement on its behalf, has hereunto set his/her hand on the date stated below.

Grantor:

American Tower Asset Sub II, LLC

Signature: Jennifer Bernazani-Ludlum
Printed Name: Jennifer Bernazani-Ludlum
Senior Counsel

Title: _____

Date: 1/14/2022

COMMONWEALTH of MASSACHUSETTS, MIDDLESEX COUNTY, ss.

BE IT REMEMBERED, that on this 14 day of January, 2022, before me, the subscriber, a Notary Public in and for said commonwealth, personally came an individual known or proven to me to be Jennifer Bernazani-Ludlum, whose title is Senior Counsel of American Tower Asset Sub II, LLC, a Delaware limited liability company, the Grantor in the foregoing Agreement, and while acting in his/her official capacity on behalf of Grantor, did acknowledge the signing thereof to be his/her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



Notary Public: [Signature]
My commission expires: 12/23/2027

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 22-0175, dated 2-1-22.

Grantee:
Signature: [Signature]
Printed Name: Tom Grossmann
Title: President
Date: 2-1-22

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 1 day of February, 2022 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

Notary Public: Kristal Lynn Powell
My commission expires: July 15, 2026

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Adam Nice, Assistant Prosecutor
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: Adam.Nice@warrencountyprosecutor.com



KRYSTAL LYNN POWELL
NOTARY PUBLIC - STATE OF OHIO
Comm. No. 2019-02-013303
My Commission Expires July 15, 2026

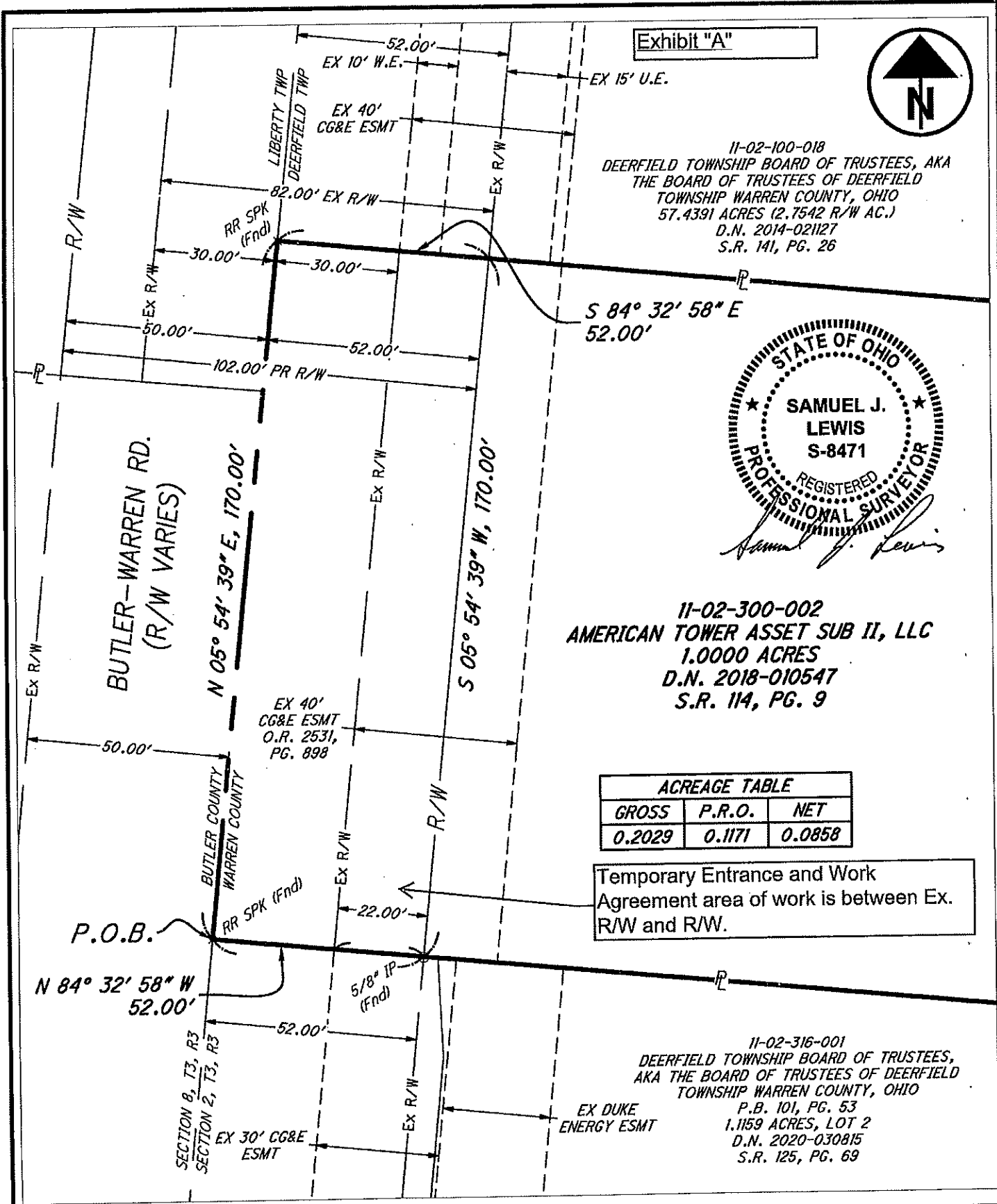
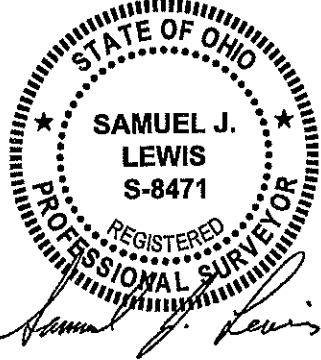


Exhibit "A"



11-02-100-018
 DEERFIELD TOWNSHIP BOARD OF TRUSTEES, AKA
 THE BOARD OF TRUSTEES OF DEERFIELD
 TOWNSHIP WARREN COUNTY, OHIO
 57.4391 ACRES (2.7542 R/W AC.)
 D.N. 2014-021127
 S.R. 141, PG. 26

S 84° 32' 58" E
 52.00'



11-02-300-002
 AMERICAN TOWER ASSET SUB II, LLC
 1.0000 ACRES
 D.N. 2018-010547
 S.R. 114, PG. 9

ACREAGE TABLE		
GROSS	P.R.O.	NET
0.2029	0.1171	0.0858

Temporary Entrance and Work Agreement area of work is between Ex. R/W and R/W.

11-02-316-001
 DEERFIELD TOWNSHIP BOARD OF TRUSTEES,
 AKA THE BOARD OF TRUSTEES OF DEERFIELD
 TOWNSHIP WARREN COUNTY, OHIO
 P.B. 101, PG. 53
 1.1159 ACRES, LOT 2
 D.N. 2020-030815
 S.R. 125, PG. 69

PROPOSED STANDARD HIGHWAY EASEMENT FOR
 WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, WARREN COUNTY, OHIO

SCALE:
 1"=30'

JONES WARNER CONSULTANTS, INC.

CONSULTING ENGINEERS

8401 CLAUDE THOMAS RD., SUITE 51
 FRANKLIN, OHIO 45005
 PH: (655) 704-5924 FAX: (637) 704-9949
 EMAIL: JWCI@joneswarner.com
 VISIT US AT: www.joneswarner.com

PID: 11-02-300-002
 AMERICAN TOWER ASSET SUB II, LLC

DATE:
 1/11/2021

Resolution

Number 22-0176

Adopted Date February 01, 2022

ENTER INTO A SALES AGREEMENT WITH OHIO MACHINERY COMPANY ON BEHALF OF WARREN COUNTY WATER AND SEWER FOR THE PURCHASE OF A CAT 305- 07A MINI HYDRAULIC EXCAVATOR

BE IT RESOLVED, to enter into a Sales Agreement with Ohio Machinery Company on behalf of Warren County Water and Sewer Department for the purchase of a CAT 305-07A Mini Hydraulic Excavator, copy of said sales agreement attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

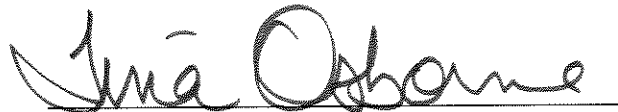
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: c/a – Ohio Machinery Co.
Water/Sewer (file)



SALES AGREEMENT

DATE Jan 14, 2022
 SALES REP George McGinness

Ohio CAT, 3993 E. Royaltan Rd., Broadview Hts., Ohio 44147 Phone: 440.526.6200

Subject to the terms and conditions set forth below and on the reverse side hereof, Seller hereby sells the equipment described below (the "Equipment") to Buyer, and Buyer, having been offered both cash sales price and a time sale price, hereby purchases the Equipment from Seller on a time sale basis, or according to additional terms if set forth below. To secure payment of Buyer's indebtedness to Seller and the performance of its obligations hereunder as well as to secure any and all other obligations and liabilities of the Buyer to the Seller, direct or indirect, absolute or contingent, now existing or hereafter arising or incurred, and any and all amendments, modifications and extensions to the foregoing (all of the above, the "Secured Obligations"), Buyer hereby grants Seller a continuing security interest in the Equipment, and in the other equipment, if any, listed as Additional Security below, together with any and all replacements, additions, accessions and attachments now or hereafter placed thereon, and all proceeds thereof.

Buyer	WARREN COUNTY WATER/SEWER		WARREN COUNTY WATER	
S	STREET ADDRESS	PO BOX 530	1200 MONROE RD, LEBANON	
O	CITY/STATE	LEBANON, OH	COUNTY	WARREN
L	POSTAL CODE	45036	PHONE NO.	513 695 1377
D	CUSTOMER CONTACT:	EQUIPMENT	F.O.B. AT: Ohio CAT	
T		PRODUCT SUPPORT		

CUSTOMER NUMBER	2944100	Sales Tax Exemption # (if applicable)	OF 2/9/07	CUSTOMER PO NUMBER	22001114
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PAYMENT TERMS:					
Financial Services	<input type="checkbox"/> CSC	<input type="checkbox"/> Lease	First Installment Due Date	Balance of Installments Due on the	day of each month thereafter, until the entire indebtedness has been paid.
Cash With Order	\$0.00	Balance To Finance	\$0.00	Finance Charges	Time Balance
Contract Interest Rate	0	Payment Period	Payment Amount	0.00	Number Of Payments 0
					OPTIONAL BUY-OUT \$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR	MODEL: 305E2	YEAR: 2022			NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
STOCK NUMBER: C52788	SERIAL NUMBER: TBA	SMU: 5			
305 07A CR MHE CFG14A	610-5461	FAN GP-SUCTION	577-9929	COUNTERWEIGHT, STANDARD	576-9149
SOFTWARE, PROPORTIONAL CONTROL	557-1709	STICK, LONG, WITH 1ST AUX	596-7594	COUPLER, PG, MAN.D.LOCK, 5T	444-7496
SOFTWARE, STICK STEER CONTROL	557-1710	TRACK, 16", RUBBER BELT	527-7627	PINS, BUCKET, 45MM	282-2785
SOFTWARE, 2 WAY CONTROL	557-1711	LIGHTS, LED	579-8868	BUCKET-HD, 24", 4.6 FT3, 5T	464-9911
SOFTWARE, CODED START	557-1713	INTEGRATED RADIO	579-8873	THUMB, HYDRAULIC, 5-6T	575-0496
CAB, WITH HEAT AND A/C	576-7025	PRODUCT LINK, CELLULAR PL243	579-8889	BRACKET, MHE 5T 45MM, SM-LG	569-5414
ALARM, TRAVEL	579-8852	CAT KEY, WITH PASSCODE OPTION	522-6460	LINES, B6-B8 HAMMER, 5T-8T	532-9089
LINKAGE BUCKET W/LIFTING EYE	584-4306	BELT, SEAT, 3" RETRACTABLE	510-6085	HAMMER, B4S	532-9204
HOLDER, GREASE GUN	600-4380	BLADE, STD, BOCE	597-0753	Sourcewell contract #032119-CAT	
WASHER	7X-7729	SERIALIZED TECHNICAL MEDIA KIT	421-8926	Sourcewell customer # 88857	
BOLT	8T-4137	MIRROR, CAB, RIGHT	428-7870		
BRACKET AS	600-4379	WATER JACKET HEATER, 120V	519-8302		
ENGINE, EPA TIER 4 FINAL	611-2416	CONTROL, QUICK COUPLER	584-4311		
TANK GP-MTG& -A	576-9139	LINES, QC, LONG STK	586-0416		
LINES GP-COOLANT	577-9928	MONITOR NEXT GEN, NO CAMERA	579-8875		

TRADE-IN EQUIPMENT				SELL PRICE	\$78,510.00
MODEL:	YEAR:	SN:	AMOUNT:	NET BALANCE DUE	\$78,510.00
PAYOUT TO:	AMOUNT:	PAID BY:	BALANCE		\$78,510.00
MODEL:	YEAR:	SN:			
PAYOUT TO:	AMOUNT:	PAID BY:			
MODEL:	YEAR:	SN:			
PAYOUT TO:	AMOUNT:	PAID BY:			
MODEL:	YEAR:	SN:			
PAYOUT TO:	AMOUNT:	PAID BY:			

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY Seller AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASED ABOVE.
 BUYER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE Seller AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, ENCUMBRANCES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL: <u>TB</u>	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL: <u>TEK</u>
<p>The customer acknowledges that he has received a copy of the Vendor Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 24 months/2000 Hour Premier Warranty.</p>		<p>ALL USED EQUIPMENT IS SOLD AS IS, WHERE IS, AND NO WARRANTY IS OFFERED OR IMPLIED EXCEPT AS SPECIFIED HERE: Warranty applicable:</p>	

CSA: _____
 NOTES: _____

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE. PARAGRAPH 12 CONTAINS A SPECIFIC DISCLAIMER OF WARRANTIES. THE ABOVE SHALL NOT CONSTITUTE A CONTRACT UNTIL EXECUTED AND DELIVERED BY AN OFFICER OF THE SELLER AT ITS HOME OFFICE IN BROADVIEW HEIGHTS, OHIO.

Executed and Delivered as of Jan 14, 2022
 WARREN COUNTY WATER/SEWER, Buyer
 By: [Signature]
 Title: President
(If corporation, authorized officer must sign and show corporate title. If Partnership, a general partner must sign. If sole proprietor or partner, show which.)
 Payment and Performance absolutely and unconditionally guaranteed by the undersigned.
 Witness: _____

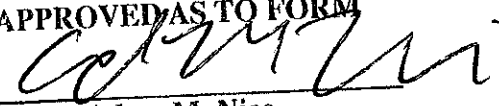
Accepted:
 OHIO MACHINERY CO., Seller
 By: [Signature]
 Title: Regional Sales Manager
 At: 3993 East Royaltan Rd., Broadview Heights, Ohio, 44147

EQUIPMENT SALES CONTRACT TERMS AND CONDITIONS

This order is subject to the following terms and conditions in addition to those stated on the front hereof:

- 1. **Excusable Delivery Delays:** Delays in delivery shall be excused when caused by strikes, lockouts, accidents, fire, delays of manufacture or carrier, acts of God, embargoes, or governmental action, or any other cause beyond the reasonable control of Ohio CAT, whether the same or different from the matters and things hereinbefore specifically enumerated, and, if for such reasons, Ohio CAT is unable to make delivery within a reasonable time after the time stipulated for delivery, Ohio CAT may, at its option, cancel this order without liability except for return of the amounts paid on this order.
- 2. **Responsibility For Shipment:** Ohio CAT's responsibility for shipments ceases upon delivery to transportation company, and any claim for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Ohio CAT for shortages in shipments shall be made within fifteen (15) days after receipt of shipment.
- 3. **Duration of Offer:** The customer agrees that this order shall not be countermanded or revoked by Customer for a period of ten (10) days from the date; thereafter it may be countermanded or revoked up to and until Ohio CAT does accept, and that when it is accepted (and until the execution and delivery of the Security Agreement(s) and/or Financial Statement(s) and/or Note(s), and/or other documents required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction.
- 4. **Execution of Other Documents:** When the property necessary to fill this order is available, the Customer agrees on demand to execute and deliver to Ohio CAT such security agreements, financing statements, and other documents as may be required by Ohio CAT to secure the purchase price. In the event that the Customer fails to execute and deliver to Ohio CAT such documents, the entire balance of the purchase price shall, at Ohio CAT's options, become immediately due and payable.
- 5. **Tax:** Customer agrees to pay all taxes of any kind that now is or hereafter may be imposed on this transaction, or on the manufacture, shipment, sale, lease, possession, ownership or use of the product. lease, possession, ownership or use of the product.
- 6. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:** Equipment or machinery described herein as new is sold subject to such warranties as are made in writing by the manufacturer thereof. Ohio CAT will assist Customer in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty, any expense to be for Customer's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Ohio CAT will furnish during regular working hours such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Ohio CAT's repair facilities shall be borne solely by Customer. Except for warranty of title by Ohio CAT and except for this agreed obligation to furnish labor to make replacement or repair of defective parts covered by manufacturer's warranty within the manufacturer's warranty period, Ohio CAT shall not be liable for defects in or for any damages or less to the property sold nor caused by the property sold unless a special Ohio CAT warranty is expressly written elsewhere hereon or in a separate writing signed by Ohio CAT in the manner provided on the reverse side hereof, and under no circumstances shall Ohio CAT or Manufacturer be liable for any indirect, special, incidental or consequential damages to the Customer or to any third party. This warranty is expressly in lieu of any other warranties and is the sole and exclusive warranty and is IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall Ohio CAT be liable for INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES or damage to trade or business for any breach of warranty or other default or failure of the product to operate for any period of time.
- 7. **Trade-In Liens:** If trade-in is involved, Customer warrants that such property is free and clear as to the title and all encumbrances of any kind unless noted on the front of this contract.
- 8. **Late Payment Charges:** If the Customer fails to pay any invoice to Ohio CAT in accordance with the terms of such invoice, the Customer will be obligated to pay a service charge to Ohio CAT of (i)2% per month (24% per annum), or (ii) the maximum lawful rate, on the delinquent balance.
- 9. **Sales Tax:** State law requires that Ohio CAT charge Sales Tax unless Ohio CAT has a signed, valid Tax Exemption Certificate in its files.
- 10. **Venue:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The parties hereby irrevocably submit to the exclusive jurisdiction of the state or federal courts located in Cleveland, Ohio for any proceedings arising out of or relating to this Agreement. Should any provision of this Agreement be held invalid, such provision shall be deemed to be eliminated insofar as it is deemed invalid and the balance of this Agreement shall in no way be affected thereby. The terms and conditions contained herein constitute the entire Agreement between Ohio CAT and CUSTOMER with respect to the subject matter hereof and supersede all previous oral and written communications and representations. Any contrary terms contained in a purchase order or other writing from the CUSTOMER are hereby rejected and superseded by the terms and conditions contained in this Agreement. CUSTOMER'S obligations hereunder shall survive any termination of this Agreement. This Agreement may not be changed, altered, supplemented or added to at any time; except by a writing signed by both parties. This Agreement may not be assigned by CUSTOMER without the prior written consent of Ohio CAT. Any suit by Ohio CAT may be brought in the United States District Court for the Northern District of Ohio at Cleveland, or the Court of Common Pleas of Cuyahoga County, Ohio. The CUSTOMER hereby knowingly and for due consideration agrees to the jurisdiction of the United States District Court for the Northern District of Ohio at Cleveland, or the Court of Common Pleas of Cuyahoga County, Ohio and waives all rights to contest the jurisdiction of these Courts.
- 11. **Title to Goods:** The title to goods furnished on this order remains vested in Ohio CAT until paid in full in cash.
- 12. **Acceptance of Property:** Retention of any property shipped under this agreement after five days from arrival shall constitute an acceptance of same.
- 13. **Additional Matters and/or Modifications:**

Customer Initials: TEA Date: 2.1.22

APPROVED AS TO FORM

 Adam M. Nice
 Asst. Prosecuting Attorney



Quote 218388-01

December 22, 2021

WARREN COUNTY WATER/SEWER
PO BOX 530
LEBANON, Ohio 45036

Dear ,

Thank you for your interest in Ohio CAT and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

One (1) New Caterpillar Model: 305 07 Mini Hydraulic Excavators with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C52788 SERIAL NUMBER: YEAR: SMU:

One (1) New Caterpillar Model: 305 07 Mini Hydraulic Excavators with all standard equipment in addition to the additional specifications listed below:

Standard Equipment

POWERTRAIN

Cat C1.7T diesel engine
-U.S. EPA tier 4 final
-EU stage V
-ISO 9249/EEC 80/1270
-Rated net power 34,1kW
-2,400 rpm - ISO 9249/EEC 80/1269
-Electronic engine, turbo, DOC (diesel oxidation catalyst)

Automatic engine idle
Automatic engine shut-off
Automatic swing brake
Automatic two speed travel
Fuel and water separator with indicator
Radial seal, double element air filter with restrictions indicator

HYDRAULICS

Smart tech electronic pump
Variable displacement piston pump
Load sensing & flow sharing hydraulics

Power on demand
Hydraulic temperature monitoring
Accumulator - certified

ELECTRICAL

12 volt electrical system
85 ampere alternator
650 CCA maintenance free battery

Ignition key stop switch
Signalling/warning horn
Work lights

Battery disconnect
Circuit breaker

-Cab, boom left
-Courtesy safety light

OPERATOR ENVIRONMENT

Sealed and pressurized unitized cab
Operator sound pressure 72 dB(A) ISO6396
Integrated lower front window
Rear window emergency exit
Radio - bluetooth, USB, aux, mic
12V power socket
Ergonomic joystick control levers
Adjustable wrist rests
Pattern changer
Color LCD monitor
-Fuel level, coolant temperature and
warning indicator
-Maintenance and machine monitoring
-Performance & machine adjustments
-Numeric security code

-Multiple languages
-Hour meter
-Jog dial control interface
Coat hook
Cup holder
Hydraulic lockout controls
Literature holder
Molded footrests
Removable washable floormat
Retractable fluorescent "high
visibility" seat belt
Travel control pedals with hand levers
Utility space for mobile phone
skylight
mounting bosses for top & front guards

FLUIDS

Extended life coolant - 37C

Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT

Cat key with passcode option
Locks on external enclosure doors
Lockable fuel cap
Beacon socket
Ecology drain - engine oil
Side by side engine & hydraulic
oil cooler
Stick steer mode
Cruise control mode
Power on demand
Rear reflectors

Roll-over protective structure (ROPS)
(ISO 12117-2)
Product Link PL243 (regulations apply)
Auxiliary hydraulic lines
-1-way and 2-way (combined function)
-Auxiliary line quick disconnects
-Adjustable auxiliary flow
-Continuous flow
-Adjustable auxiliary relief
Thumb ready stick

MACHINE SPECIFICATIONS =

Sourcewell Contract Number	032119-CAT	
305 07A CR MHE CFG14A	610-5461	\$92,278.00
BOOM, SWING	527-7599	\$0.00
SOFTWARE, PROPORTIONAL CONTROL	557-1709	\$0.00
SOFTWARE, STICK STEER CONTROL	557-1710	\$0.00
SOFTWARE, 2 WAY CONTROL	557-1711	\$0.00
SOFTWARE, CODED START	557-1713	\$0.00
305 07A CR MINI EXCAVATOR	576-7009	\$0.00
CAB, WITH HEAT AND A/C	576-7025	\$0.00
ALARM, TRAVEL	579-8852	\$0.00
ELECTRICAL ARR, C1.7 HRC	579-8859	\$0.00
LINKAGE BUCKET W/LIFTING EYE	584-4306	\$0.00
HYDRAULIC OIL	595-9905	\$0.00
HOLDER, GREASE GUN	600-4380	\$0.00
WASHER	7X-7729	\$0.00
BOLT	8T-4137	\$0.00
BRACKET AS	600-4379	\$0.00
ENGINE, EPA TIER 4 FINAL	611-2416	\$0.00
TANK GP-MTG& -A	576-9139	\$0.00
LINES GP-COOLANT	577-9928	\$0.00
FAN GP-SUCTION	577-9929	\$0.00
COOLING GP	577-9930	\$0.00
MTG GP-ENGINE	578-2349	\$0.00
LINES GP-AIR	578-2356	\$0.00
CLEANER GP-AIR	578-2361	\$0.00
FILM GP	597-0717	\$0.00
EXTENSION GP	600-3519	\$0.00
HOOD GP	600-5648	\$0.00
ENGINE AR-PRIM	600-9769	\$0.00
LINES GP-FUEL	606-3439	\$0.00
FUEL-BULK	343-5820	\$0.00
LANE 3 ORDER	0P-9003	\$0.00
STICK, LONG, WITH 1ST AUX	596-7594	\$0.00
LINES, BOOM	527-7611	\$0.00
LINES, STICK	584-3653	\$0.00
TRACK, 16", RUBBER BELT	527-7627	\$0.00
LIGHTS, LED	579-8868	\$303.00
INTEGRATED RADIO	579-8873	\$447.00
PRODUCT LINK, CELLULAR PL243	579-8889	\$0.00
CAT KEY, WITH PASSCODE OPTION	522-6460	\$0.00
BELT, SEAT, 3" RETRACTABLE	510-6085	\$0.00
BLADE, STD, BOCE	597-0753	\$0.00
INSTRUCTIONS, ANSI	595-7021	\$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$0.00
MIRROR, CAB, RIGHT	428-7870	\$48.00
WATER JACKET HEATER, 120V	519-8302	\$235.00
CONTROL, QUICK COUPLER	584-4311	\$810.00
LINES, QC, LONG STK	586-0416	\$810.00
PACKING, LAST MILE PROGRAM	0P-4299	\$0.00

SHIPPING/STORAGE PROTECTION	0P-2266	\$228.00
MONITOR NEXT GEN. NO CAMERA	579-8875	\$0.00
COUNTERWEIGHT, STANDARD	576-9149	\$0.00
ATHENS DEALER PDI & FUEL	617-2838	\$260.00
COUPLER, PG, MAN.D.LOCK, 5T	444-7496	\$2,028.00
PINS, BUCKET, 45MM	282-2785	\$111.00
BUCKET-HD, 24", 4.6 FT3, 5T	464-9911	\$1,375.00
THUMB, HYDRAULIC, 5-6T	575-0496	\$2,403.00
HAMMER, B4S	532-9204	\$6,389.00
BRACKET, MHE 5T 45MM, SM-LQ	569-5414	\$451.00
LINES, B6-B8 HAMMER, 5T-8T	532-9089	\$208.00
LIST PRICE		\$108,348.00
SOURCEWELL DISCOUNT - 20%		(\$21,670.00)
OHIO CAT EXTRA DISCOUNT - 10%		(\$8,668.00)
Sales Make Ready		\$500.00
BALANCE		\$78,510.00

Standard Warranty: 24 months/2000 Hour Premier Warranty.

Thank you for your interest in Ohio CAT and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,
George McGinness
Machine Sales Representative
Ohio CAT
gmcginness@ohlocat.com
513-314-2243

Resolution

Number 22-0177

Adopted Date February 01, 2022

AUTHORIZE THE SANITARY ENGINEER TO ENTER INTO CONTRACT NEGOTIATIONS WITH SHOOK CONSTRUCTION FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE FOSTERS LIFT STATION AND GRAVITY SEWER IMPROVEMENTS PROJECT

WHEREAS, with the adoption of Resolution No. 21-1113 on August 10, 2021, the Warren County Board of County Commissioners approved the issuance of a request for qualifications to interested contractors for construction manager at risk services; and

WHEREAS, with the adoption of Resolution No. 21-1420 on October 19, 2021 the Warren County Board of County Commissioners approved the issuance of a request for proposal to the four qualified firms that responded to the County's request for qualifications; and

WHEREAS, the Commissioner appointed evaluation committee has reviewed the proposals and conducted post-proposal interviews to allow each firm an opportunity to clarify and respond to questions, and upon further discussions has reached consensus regarding the rankings of the proposals based on best value; and

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners accept the evaluation and rankings which are attached and included and further authorize the Sanitary Engineer to enter into contract negotiations with the best valued firm, Shook Construction.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Bid File

Resolution

Number 22-0178

Adopted Date February 01, 2022

ENTER INTO A FIRE MONITORING AGREEMENT WITH SILCO FIRE & SECURITY ON BEHALF OF WARREN COUNTY WATER AND SEWER FOR SERVICE AT VARIOUS WATER AND SEWER DEPARTMENT SITES

BE IT RESOLVED, to enter into a Fire Monitoring Agreement with Silco Fire & Security on behalf of Warren County Water and Sewer Department for the service at various Water and Sewer Department sites copy of said sales agreement attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

caw

cc: c/a – Silco Fire & Security
Water/Sewer (file)



Cincinnati 10200 Reading Rd Cincinnati, OH 45241 (513) 733-5655	Dayton 4099 Industrial Lane Beavercreek, OH 45430 (937) 426-9717	Columbus 2345 Southwest Boulevard Grove City, OH 43123 (614) 449-2101
Akron 451 Kennedy Road Akron, OH 44305 (330) 535-4343	Cleveland 13015 York-Delta Drive North Royalton, OH 44133 (216) 252-3851	www.silcofs.com

THIS AGREEMENT, THE "AGREEMENT", MADE BY AND BETWEEN BRAKEFIRE, INC. DBA SILEO FIRE & SECURITY HEREINAFTER REFERRED TO AS THE "COMPANY" AND

Warren County Water and Sewer HEREINAFTER REFERRED TO AS "CLIENT" LOCATED AT
 (NAME)
6648 Shelly St. Franklin OH. 45005 513-695-1195
 (EQUIPMENT LOCATION) (PHONENUMBER)
406 Justice Dr. Lebanon OH. 45039 513-695-1195
 (BILLING ADDRESS) (PHONENUMBER)

For the consideration and pursuant to the terms and conditions hereinafter mentioned, Company agrees to sell and provide equipment and services as detailed below and as specified in any attached schedules referred Paragraph 4.1. of this Agreement.

1. EQUIPMENT DESCRIPTION: Install Cellular Communicator

Once installed, the Equipment may be collectively referred to as the "System."

*Note: Client acknowledges that (i) additional equipment at additional cost, can provide increased detection ability, (ii) Client has voluntarily elected to accept the System based on Client's individual reasons, and (iii) Client understands and agrees that the state or local municipality may require that the Client obtain a license or permit for the installation, use, or monitoring of the System, and that the Client is solely responsible for determining and complying with such obligations.

2. SERVICES

- Security/Fire Monitoring
 - Security
 - Fire
 - Cell /IP Primary Communication (circle one)
 - Cell /IP Backup Communication (circle one)
 - Video Verification, _____ Cameras
- Access Control
 - Hosted Access Control _____ Doors
 - Unfilled Custom ID Card Requests _____ Active Users
 - Total Connect Basic
 - Total Connect Automation
 - Total Connect Video
 - Openings and Closings
 - Supervised Open/Close
- Video
 - Video Monitoring _____ cameras _____ events per month _____ coverage rate
 - Video Audio Talk Down
 - Video Patrols: _____ cameras _____ patrols per month
 - Hosted Video _____ cameras
- Maintenance Plan M-F, 8-5 24 x 7
 - Security System
 - Fire Alarm System
 - Video System
 - Access Control System
- Inspection / Preventative Maintenance
 - Security System _____ Monthly _____ Quarterly _____ Semi-Annual _____ Annual
 - Fire Alarm System _____ Monthly _____ Quarterly _____ Semi-Annual _____ Annual
 - Video System _____ Monthly _____ Quarterly _____ Semi-Annual _____ Annual
 - Access Control System _____ Monthly _____ Quarterly _____ Semi-Annual _____ Annual
- Billing
 - Annual
 - Quarterly
 - Mailed
 - Emailed

APPROVED AS TO FORM

 Adam M. Nice
 Asst. Prosecuting Attorney

TO BE PAID IN THE AMOUNT OF \$60.00 per month

TO BE PAID IN THE AMOUNT OF _____ per month

TO BE PAID IN THE AMOUNT OF _____ per month

TO BE PAID IN THE AMOUNT OF _____ per month

TO BE PAID IN THE AMOUNT OF _____ per month

THE ABOVE SERVICE CHARGES PLUS SALES TAX ARE PAYABLE ON THE FIRST DAY OF THE MONTH FOLLOWING THE DATE OF INSTALLATION AND ON THE FIRST DAY OF ALL FUTURE BILLING CYCLES. ALL CHARGES WILL BE PRORATED TO THE FIRST DAY OF THE MONTH

3. INSTALLATION PAYMENT TERMS

3.1 Client agrees to pay Company for equipment and installation, the sum of:
\$ 500.00 TOTAL EQUIPMENT & INSTALLATION COST
 PLUS TAX \$ 0 DOWNPAYMENT
 Upon Signing this Agreement

3.2 Client agrees to pay Company the service charges as detailed in section 2 above for a period of one (1) year unless otherwise provided for in a separate schedule as detailed in section 4.1 below. This Agreement shall commence upon substantial completion of installation of Equipment which shall mean the time from which the System is powered and put in use. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of one (1) year each, after the initial period unless Client gives to the Company at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date.

3.3. DISCLAIMER AND LIMITATION OF LIABILITY
 CLIENT AGREES AND UNDERSTANDS: THAT NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; THAT CLIENT CURRENTLY HAS AND SHALL ALWAYS MAINTAIN INSURANCE COVERING CLIENT, CLIENT'S FAMILY AND OTHERS WHO MAY BE ON THE PREMISES FOR MEDICAL, DISABILITY, LIFE, AND PROPERTY; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEMS, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE ANY REMOTE OR CENTRAL STATION. CLIENT ON BEHALF OF HIMSELF AND HIS INSURER, HEREBY WAIVES THE RIGHT OF RECOVERY AND SUBROGATION AGAINST THE COMPANY ITS SUCCESSORS, ASSIGNS, AGENTS, AND EMPLOYEES FOR ANY LOSS OR DAMAGE COVERED BY CLIENT'S INSURANCE.

THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE OR EXPENSE DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, SUCH LIABILITY SHALL BE LIMITED TO A MAXIMUM OF \$10,000, COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, IT BEING UNDERSTOOD AND INTENDED BY BOTH PARTIES THAT CLIENT'S INSURANCE SHALL COVER CLIENT'S DAMAGES. UPON REQUEST AND WITH PAYMENT OF AN ADDITIONAL FEE THIS MAXIMUM LIABILITY CAN BE INCREASED AND THE INCREASED LIMIT WILL BE SET FORTH IN A LETTER PROVIDED BY COMPANY.

4. ADDITIONAL TERMS:

4.1 This Agreement consists of the terms contained on this page, the reverse side of this document and on any other attachments indicated as follows:
 Schedule(s) A B C D E F G Other

5 Client further acknowledges that Client has read and understands all of this Agreement including the terms and conditions of this side and the reverse side of this document and agrees to the amounts set forth herein as well as those terms and conditions on any schedule attached hereto and acknowledges receipt of a true copy of all applicable schedules.

6. CANCELLATION (CONSUMER TRANSACTIONS ONLY)

6.1 You, the Client and buyer, may cancel this transaction prior to midnight of the third business day after the date of this transaction.

Client Tom Grossmann 2-1-22
 Client (Signature) (Date)
 Silco Fire & Security
Richard Lenzner
 Authorized Sales Consultant (Signature)
Tom Grossmann President
 Client (Print Name) (Title)
Richard Lenzner
 Authorized Sales Consultant (Print Name)

1. LIMITED WARRANTY

1.1 The Company hereby warrants to client that the equipment, wiring, and devices that it installs are installed in a good and workmanlike manner...

1.2 Except for the limited warranty as set forth in paragraph 1.1, the Company makes NO EXPRESS WARRANTIES as to any matter whatsoever, including, without limitation, the condition of the equipment and make NO IMPLIED WARRANTIES INCLUDING ITS MERCHANTABILITY...

1.3 This warranty does not cover any damage to material or equipment caused by accident, vandalism, client negligence, flood water, lightning, fire, intrusion, abuse, misuse, or act of god...

1.4 THE COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH ARE EXPRESSLY EXCLUDED HEREBY.

1.5 Client acknowledges that client is not relying on Company's skill or judgment in selecting or furnishing a system suitable for any particular purpose.

1.6 Some states do not allow limitations on how long an implied warranty lasts or the exclusion or the limitation of incidental or consequential damages...

1.7 Company does not provide any warranties, express or implied, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for existing equipment, devices, or wiring that are "taken over" or implemented into the system at client's request.

2. PAYMENT TERMS

2.1 In addition to the payment terms set forth on page one of this Agreement, the following terms are agreed by the parties.

2.2 For any services provided to Client in addition to the terms set forth on page one of this Agreement, including services specifically addressed later in this Agreement, Client shall pay Company on a time and materials basis at Company's prevailing rates.

2.3 Additional Equipment or Service. If, at any time after the date hereof, additional equipment or services are authorized by Client, all sales, consulting, installation and repair services supplied by Company shall be subject to the terms of this Agreement...

2.4 Company shall have the right to increase charges at any time after the initial term of this Agreement.

2.5 The failure to pay any amount when due shall entitle Company, at Company's sole discretion, and in addition to any of the remedies permitted by law, to immediately terminate this Agreement, and to cease to respond to any alarms received at Company's central station...

2.6 In the event of any default by Client, without limiting the rights of Company, Company shall be entitled to retain all prepayments received and Client shall immediately pay to Company (a) all payments then due and payable, and (b) the obligations for the unexpired term...

2.7 In the event this Agreement is canceled by the Client any time (and after 3 days for consumer transactions), Client will pay Company a fee equal to actual costs incurred by Company prior to cancellation, plus the unused portion of the Contract price.

3. CLIENT'S DUTIES AND RESPONSIBILITIES

3.1 Client shall carefully and properly operate, set, maintain and test the System in a manner prescribed by Company and/or the manufacturer during the term of this Agreement.

3.2 It is the sole responsibility of the Client to: (i) furnish any necessary telephone service, lines, jacks, network or internet connection at Client's own expense and all telephone or transmission charges shall be billed to Client (ii) furnish an necessary electrical service, outlets, and current through the Client's meter and all the Client's sole expense (iii) confirm that the telephone, computer, or network equipment is compatible with the System when there are changes to the telephone or network or internet service...

3.3 Client is solely responsible for providing and maintaining any computer network facilities (WAN, LAN), computers, or databases that interface and/or are connected to System according to the Company and manufacturer specifications and requirements.

3.4 For camera and video Systems, Client agrees to provide all necessary lighting for proper illumination of viewed areas and understands that video images are subject to change with the environment.

3.5 Client is solely responsible for any devices or systems that connect to the System and were not provided by Company or which are provided by Company but serviced by others.

3.6 Client agrees to furnish to the Company and to maintain with it an updated list of alarm user codes and passwords, and an updated list of names of individuals, and phone numbers that should be notified in the event of an alarm and to which company may respond to request for service...

3.7 Suspension of Service. Client agrees that Company's obligations hereunder are waived automatically without notice and Client releases Company for all loss, damage and expense in the event that the central station, telephone network, equipment or facilities necessary to operate the System or central station are destroyed, damaged, inoperable or malfunction for any reason whatsoever...

3.8 CLIENT SELECTED SERVICE

CLIENT ACKNOWLEDGES THAT WHERE BURGLAR AND/OR FIRE ALARM OR ACCESS CONTROL EQUIPMENT OR VIDEO CAMERAS ARE PROVIDED, THE SYSTEM IS DESIGNED TO DETECT, RESTRICT, SENSE, RECORD, OR VIEW ONLY THOSE AREAS SPECIFICALLY CONTAINED IN THE EQUIPMENT DESCRIPTION OR ZONE LIST PROVIDED TO CLIENT AND FURTHER ARE LIMITED TO HOW THEY WERE ACTUALLY INSTALLED, TESTED, AND PROGRAMMED FOR THE CLIENT'S THEN DESIRED COVERAGE...

4. TERMS OF SERVICES PROVIDED

4.1 Title to the digital alarm communicator or System transmitter and its appropriate software program shall remain at all times in Company. Title to all other Equipment and material shall remain at all times in Company until fully paid.

4.2 Central Station Monitoring/Remote Station Monitoring

4.2.1 Central Station Monitoring service, if selected under Section 2, consists solely of contacting governmental emergency services and/or the Client's Premise and/or Client's central station no more than once upon receipt of alarm signals transmitted from the System to the central station.

4.2.2 Upon receipt of an alarm signal and prior to telephoning any other person or entity, Company may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises to confirm the necessity to report the receipt of an alarm signal to the Contact List or any other person, or governmental emergency service.

4.2.3 Client is responsible for training and advising their Contact List, personnel, and representatives of proper System operation, procedure, and servicing.

4.2.5 For trouble signals, low battery signals or those signals from equipment monitoring temperature, water, liquid, gasses, machine status or conditions, or other critical alarm incidents, company is responsible only to notify the Premise or Client's Contact List at the earliest possible time.

4.3 False Alarms. In the event the System is activated for any reason whatsoever, the Client shall pay, without any right to be reimbursed by Company, any fines, fees, costs, expenses and penalties assessed against Client or Company by any court or

governmental agency, and shall indemnify, hold harmless and reimburse Company for any such expenses incurred as a result of any false alarm from Client's premises.

4.4 Client acknowledges and agrees that it is Client's specific intent that all medical alert signals shall be received by the parties to be general emergency signals (hereinafter "General Emergency Signals") and NOT signals denoting any medical emergency requiring Company to contact or dispatch any medical, hospital, ambulance, or other like entity, person or service (hereinafter "Medical Assistance").

4.5 Client acknowledges and agrees that Company's sole responsibility upon receipt of a general emergency signal transmitted from the system is to contact the local authorities responsible for the municipality where the premises are located.

4.6 Non-Warranty Repair/Inspection

4.6.1 Inspection service of security equipment consists of confirming the operability of the system visible components only. Inspections of commercial fire equipment will be performed in accordance with NFPA codes.

4.6.2 Client agrees that, if the System is monitored by Company, all service to the System shall be performed by Company only, but Company's duty to service the System is subject to the availability of the original parts or equipment from the original manufacturer.

4.6.3 Client shall pay Company for Non-Warranty repair service on a time and material basis at Company's prevailing charges.

4.6.4 COMPANY PROVIDES NO WARRANTIES ON INSPECTIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

4.7 Delays in Service. Company's sole obligation after receiving a service request for a monitored System is to dispatch a service employee to the Premises within a reasonable time.

4.8 Maintenance Plan. If Client selects the Maintenance Plan under Section 2, Company agrees to service the Equipment specified on the attached Equipment listing so long as Client shall not be in default of any provision of this or any other agreement between the parties. Service shall include labor and parts required to repair or replace Equipment which has become defective through normal wear and normal usage.

4.9 Suspension of Service, Shut Down, Lock Out or Removal of Service. Client understands and agrees that Company may, in its sole and absolute discretion, electronically lock out the digital alarm communicator transmitter ("Panel") permanently in the event the repair or replacement of Equipment which has otherwise become defective, including but not limited to, damage caused by accidents, physical abuse or misuse of the Equipment, acts of God, and fires.

4.10 Transmission of Alarm Signals

4.10.1 Client understands that transmission of signals or voice from the System may be via either wireless signal or wire (telephone line, internet, cable modem, DSL, T-1, dial up, etc.) and that alternative or additional protection can be installed at Client's request and expense as a back up to any one of these transmission modes.

4.10.2 Client acknowledges that telephone circuit and internet transmission of signals requires the Client's telephone system, connection to the telephone network, internet, or telephone line ("Transmission Equipment") to be compatible with the System, operating and undisturbed for a signal to be transmitted by the System or received by the digital alarm receiver located at the central station.

5. INDEMNIFICATION AND RELEASE

5.1 To the maximum extent permitted by law, Client shall defend, indemnify and hold harmless Company, its directors, officers, agents, employees, subcontractors, and its subcontractors and suppliers involved in the provision of services to Client from all claims, causes of action, losses, damages, obligations, penalties, costs, awards, judgments, costs and expenses (including reasonable attorney's fees) of whatsoever nature, including but not limited to any claimed injury or death, loss, damage to or destruction of property or the property of any other person or entity, caused by or resulting from, in any way, any product or service provided hereunder.

5.2 Client shall pay to Company all costs and expenses including, without limitation, attorney's fees incurred by Company and Representatives in any dispute arising out of this Agreement and including any action by the Company to enforce its rights hereunder.

5.3 Company makes no warranty of delivery and installation of Equipment or commencement of services by any particular date. Client releases Company for all loss, damage and expense to Client arising out of or from or related to any delay in delivery, installation, commencement or completion of the system and initiation of services.

6. PRIOR AGREEMENTS WITH OTHERS

6.1 Client represents and warrants that Client's execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Client agrees to protect, defend, indemnify and hold harmless Company and Representatives from and against and pay, without any condition or obligation that Company or Representatives first pay for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation, attorney's fees and court costs arising out of Client's breach of this representation and warranty.

7. MISCELLANEOUS

7.1 No Waiver of Breach. If company shall waive any breach by Client, it shall not be construed as a waiver of any subsequent breach, and Company's failure to exercise any rights hereunder shall not be construed as a waiver of any breach unless specifically waived by Company in writing.

7.2 Client's Purchase Order. If it is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and Client's Purchase Order, the terms of this Agreement shall govern whether such Purchase Orders are prior or subsequent to this Agreement.

7.3 Assignability of Agreement. This Agreement is not assignable by Client except upon the written consent of Company, which shall be in Company's sole and absolute discretion.

7.4 Right to Subcontract. The Company may subcontract for the provision of services under this Agreement. Client agrees that the provisions of this Agreement are applicable to any subcontractors engaged by Company to provide any service set forth herein.

7.5 Applicable Law. This Agreement shall be governed and construed according to the laws of the State of Ohio, and any action brought to enforce the terms of this agreement, or arising from any services rendered by the Company, shall be brought in the Court of Common Pleas of Hamilton County, Ohio.

7.6 Binding Agreement. This Agreement becomes binding upon Company only (i) when signed by an authorized representative of Company, who must be a corporate officer if (a) there are any additions to the Agreement, or (ii) any of the printed terms and conditions have been accepted, deleted or substituted by other wording, or (iii) upon commencement of services checked above. This Agreement is binding on the heirs, executors, administrators, successors, and permitted assigns of the parties.

7.7 Modifications. All changes or amendments to this Agreement must be in writing and signed by the parties to be binding on the parties.

7.8 Integrated Agreement. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all prior or current negotiations, commitments, contracts, express or implied, warrants, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.

7.9 Entire Agreement. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all prior or current negotiations, commitments, contracts, express or implied, warrants, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.

Handwritten signature and date: B.A. Johnson, CONTRACT, 1/21/2022

Handwritten note: BB 1/21/2022

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Akron 451 Kennedy Road Akron, OH 44305 (330) 535-4343	Cleveland 13015 York-Delta Drive North Royalton, OH 44133 (216) 252-3851	www.silcofs.com

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Warren County Water and Sewer HEREINAFTER REFERRED TO AS "CLIENT" LOCATED AT
 (NAME)
 6193 Stricker Rd. Maineville OH. 45039 513-695-1195
 (EQUIPMENT LOCATION) (PHONE NUMBER)
 406 Justice Dr. Lebanon OH. 45039 513-695-1195
 (BILLING ADDRESS) (PHONE NUMBER)

For the consideration and pursuant to the terms and conditions hereinafter mentioned, Company agrees to sell and provide equipment and services as detailed below and as specified in any attached schedules referred Paragraph 4.1. of this Agreement.

1. EQUIPMENT DESCRIPTION:
 Install Cellular Communicator

Once installed, the Equipment may be collectively referred to as the "System."

*Note: Client acknowledges that (i) additional equipment at additional cost, can provide increased detection ability, (ii) Client has voluntarily elected to accept the System based on Client's individual reasons, and (iii) Client understands and agrees that the state or local municipality may require that the Client obtain a license or permit for the installation, use, or monitoring of the System, and that the Client is solely responsible for determining and complying with such obligations.

2. SERVICES

Security/Fire Monitoring
 Security Total Connect Basic
 Fire Total Connect Automation
 Cell / IP Primary Communication (circle one) Total Connect Video
 Cell / IP Backup Communication (circle one) Openings and Closings
 Video Verification, _____ Cameras Supervised Open / Close

Access Control
 Hosted Access Control _____ Doors Managed Access control 24 x 7 _____ Doors
 Unlimited Custom ID Card Requests _____ Active Users

Video
 Video Monitoring _____ cameras _____ events per month _____ coverage rate
 Video Audio Talk Down
 Video Patrols: _____ cameras _____ patrols per month
 Hosted Video _____ cameras

Maintenance Plan M-F, 8-5 24 x 7
 Security System Video System
 Fire Alarm System Access Control System

Inspection / Preventative Maintenance
 Security System _____ Monthly Quarterly Semi-Annual Annual
 Fire Alarm System _____ Monthly Quarterly Semi-Annual Annual
 Video System _____ Monthly Quarterly Semi-Annual Annual
 Access Control System _____ Monthly Quarterly Semi-Annual Annual

Billing
 Annual Quarterly
 Mailed Emailed WCWater.op@CO.Warren.Oh.us

APPROVED AS TO FORM
 Adam M. Nice
 Asst. Prosecuting Attorney

TO BE PAID IN THE AMOUNT OF \$60.00 per month

TO BE PAID IN THE AMOUNT OF _____ per month

TO BE PAID IN THE AMOUNT OF _____ per month

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THE ABOVE SERVICE CHARGES PLUS SALES TAX ARE PAYABLE ON THE FIRST DAY OF THE MONTH FOLLOWING THE DATE OF INSTALLATION AND ON THE FIRST DAY OF ALL FUTURE BILLING CYCLES. ALL CHARGES WILL BE PRORATED TO THE FIRST DAY OF THE MONTH

3. INSTALLATION PAYMENT TERMS

3.1 Client agrees to pay Company for equipment and installation, the sum of:
 \$ 500.00 TOTAL EQUIPMENT & INSTALLATION COST \$ 0 DOWNPAYMENT
 PLUS TAX Upon Signing this Agreement

3.2 Client agrees to pay Company the service charges as detailed in section 2 above for a period of one (1) year unless otherwise provided for in a separate schedule as detailed in section 4.1 below. This Agreement shall commence upon substantial completion of installation of Equipment which shall mean the time from which the System is powered and put in use. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of one (1) year each, after the initial period unless Client gives to the Company at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date.

3.3. DISCLAIMER AND LIMITATION OF LIABILITY
 CLIENT AGREES AND UNDERSTANDS: THAT NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; THAT CLIENT CURRENTLY HAS AND SHALL ALWAYS MAINTAIN INSURANCE COVERING CLIENT, CLIENT'S FAMILY AND OTHERS WHO MAY BE ON THE PREMISES FOR MEDICAL, DISABILITY, LIFE, AND PROPERTY; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEMS, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE ANY REMOTE OR CENTRAL STATION. CLIENT ON BEHALF OF HIMSELF AND HIS INSURER, HEREBY WAIVES THE RIGHT OF RECOVERY AND SUBROGATION AGAINST THE COMPANY ITS SUCCESSORS, ASSIGNS, AGENTS, AND EMPLOYEES FOR ANY LOSS OR DAMAGE COVERED BY CLIENT'S INSURANCE.

THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE OR EXPENSE DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, SUCH LIABILITY SHALL BE LIMITED TO A MAXIMUM OF \$10,000, COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, IF BEING UNDERSTOOD AND INTENDED BY BOTH PARTIES THAT CLIENT'S INSURANCE SHALL COVER CLIENT'S DAMAGES. UPON REQUEST AND WITH PAYMENT OF AN ADDITIONAL FEE THIS MAXIMUM LIABILITY CAN BE INCREASED AND THE INCREASED LIMIT WILL BE SET FORTH IN A LETTER PROVIDED BY COMPANY.

4. ADDITIONAL TERMS:
 4.1 This Agreement consists of the terms contained on this page, the reverse side of this document and on any other attachments indicated as follows:
 Schedule(s) A B C D E F G Other

5 Client further acknowledges that Client has read and understands all of this Agreement including the terms and conditions of this side and the reverse side of this document and agrees to the amounts set forth herein as well as those terms and conditions on any schedule attached hereto and acknowledges receipt of a true copy of all applicable schedules.

6. CANCELLATION (CONSUMER TRANSACTIONS ONLY)
 6.1 You, the Client and buyer, may cancel this transaction prior to midnight of the third business day after the date of this transaction.

Client
 * Tom Grossmann 2.1.22
 Client (Signature) (Date)
Tom Grossmann President
 Client (Print Name) (Title)

Silco Fire & Security
Richard Lenz
 Authorized Sales Consultant (Signature)
Richard Lenz
 Authorized Sales Consultant (Print Name)



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Warren County Water and Sewer HEREINAFTER REFERRED TO AS "CLIENT" LOCATED AT
 (NAME)
 8093 Franklin Trenton Rd. Franklin OH 45005 513-695-1195
 (EQUIPMENT LOCATION) (PHONE NUMBER)
 406 Justice Dr. Lebanon OH 45039 513-695-1195
 (BILLING ADDRESS) (PHONE NUMBER)

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Hosted Access Control _____ Doors Managed Access control 24 x 7 _____ Doors
 Unlimited Custom ID Card Requests _____ Active Users

Video

Video Monitoring: _____ cameras _____ events per month _____ coverage rate
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Billing

Annual Quarterly Mailed Emailed wcwater@co.warren.oh.us

TO BE PAID IN THE AMOUNT OF \$60.00 per month

TO BE PAID IN THE AMOUNT OF _____ per month

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APPROVED AS TO FORM
 Adam M. Nice
 Asst. Prosecuting Attorney

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 Client (Signature) (Date)

Tom Grossmann President
 Client (Print Name) (Title)

Silco Fire & Security
Richard Lenzler
 Authorized Sales Consultant (Signature)

Richard Lenzler
 Authorized Sales Consultant (Print Name)



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(NAME) Warren County Water and Sewer HEREINAFTER REFERRED TO AS "CLIENT" LOCATED AT
 (EQUIPMENT LOCATION) 2086 West State Route 22 Maineville OH. 45039 513-695-1195 (PHONE NUMBER)
 (BILLING ADDRESS) 406 Justice Dr. Lebanon OH. 45039 513-695-1195 (PHONENUMBER)

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- Security
 - Fire
 - Cell / IP Primary Communication (circle one)
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 - Video Verification _____ Cameras
- Access Control
- Hosted Access Control _____ Doors
 - Unlimited Custom ID Card Requests _____ Active Users
 - Managed Access control 24 x 7 _____ Doors
- Video
- Video Monitoring _____ cameras _____ events per month _____ coverage rate
 - Video Audio Talk Down
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 - Mailed Emailed

APPROVED AS TO FORM

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 Asst. Prosecuting Attorney

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3.2 Client agrees to pay Company the service charges as detailed in section 2 above for a period of one (1) year unless otherwise provided for in a separate schedule as detailed in section 4.1 below. This Agreement shall commence upon substantial completion of installation of Equipment which shall mean the line from which the System is powered and put in use. This Agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of one (1) year each, after the initial period unless Client gives to the Company at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date.

3.3. DISCLAIMER AND LIMITATION OF LIABILITY

CLIENT AGREES AND UNDERSTANDS: THAT NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; THAT CLIENT CURRENTLY HAS AND SHALL ALWAYS MAINTAIN INSURANCE COVERING CLIENT, CLIENT'S FAMILY AND OTHERS WHO MAY BE ON THE PREMISES FOR MEDICAL, DISABILITY, LIFE, AND PROPERTY; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEMS, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE ANY REMOTE OR CENTRAL STATION. CLIENT ON BEHALF OF HIMSELF AND HIS INSURER, HEREBY WAIVES THE RIGHT OF RECOVERY AND SUBROGATION AGAINST THE COMPANY ITS SUCCESSORS, ASSIGNS, AGENTS, AND EMPLOYEES FOR ANY LOSS OR DAMAGE COVERED BY CLIENT'S INSURANCE.

THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE OR EXPENSE DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, SUCH LIABILITY SHALL BE LIMITED TO A MAXIMUM OF \$10,000, COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, IT BEING UNDERSTOOD AND INTENDED BY BOTH PARTIES THAT CLIENT'S INSURANCE SHALL COVER CLIENT'S DAMAGES. UPON REQUEST AND WITH PAYMENT OF AN ADDITIONAL FEE THIS MAXIMUM LIABILITY CAN BE INCREASED AND THE INCREASED LIMIT WILL BE SET FORTH IN A LETTER PROVIDED BY COMPANY.

4. ADDITIONAL TERMS:

4.1 This Agreement consists of the terms contained on this page, the reverse side of this document and on any other attachments indicated as follows:

Schedule(s) A B C D E F G Other

5 Client further acknowledges that Client has read and understands all of this Agreement including the terms and conditions of this side and the reverse side of this document and agrees to the amounts set forth herein as well as those terms and conditions on any schedule attached hereto and acknowledges receipt of a true copy of all applicable schedules.

6. CANCELLATION (CONSUMER TRANSACTIONS ONLY)

6.1 You, the Client and buyer, may cancel this transaction prior to midnight of the third business day after the date of this transaction.

Client

 Client (Signature) 2-1-22 (Date)
Tom Grossmann President
 Client (Print Name) (Title)

Silco Fire & Security

 Authorized Sales Consultant (Signature)
Richard Lenzer
 Authorized Sales Consultant (Print Name)

Resolution

Number 22-0179

Adopted Date February 01, 2022

DECLARE VARIOUS ITEMS WITHIN FACILITIES MANAGEMENT, COUNTY COURT, VETERANS OFFICE, OHIOMEANSJOBS, BOARD OF DEVELOPMENTAL DISABILITIES, HEALTH DEPARTMENT, SOLID WASTE, SHERIFF'S OFFICE, JUVENILE, AND DOMESTIC RELATIONS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from Facilities Management, County Court, Veterans Office, OhioMeansJobs, Board of Developmental Disabilities, Health Department, Solid Waste, Sheriff's Office, Juvenile, and Domestic Relations in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tg

cc: 2022 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

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4 File Cabinets

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC22816

4 File Cabinets.
2, two drawers. 1, wide three drawer 1, four drawer wide

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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2 construction totes

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Janitorial Equipment	FAC22815

2 construction totes

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Refrigerator

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand

Westinghouse

Condition

Used/See Description

Category

Consumer Kitchen

Inventory ID

FAC22814

Westinghouse Refrigerator. Working when removed.

? Questions and Answers

There are currently no questions posted for this asset.

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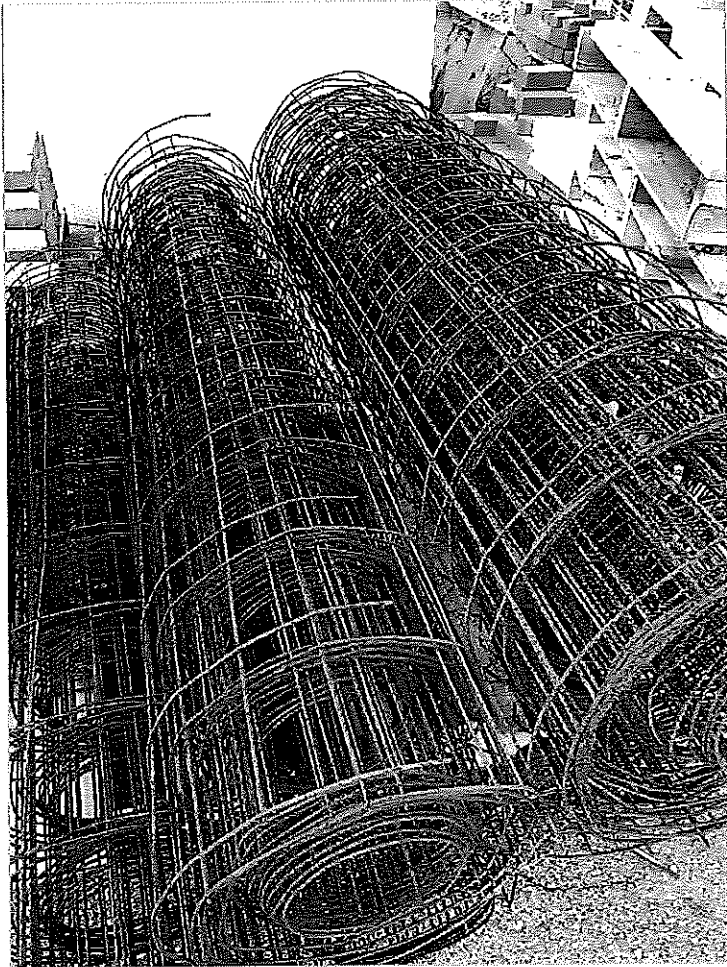
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5 Partial Rolls of wire mesh

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Equipment, Heavy / Construction	FAC22813

5 Partial Rolls of wire mesh

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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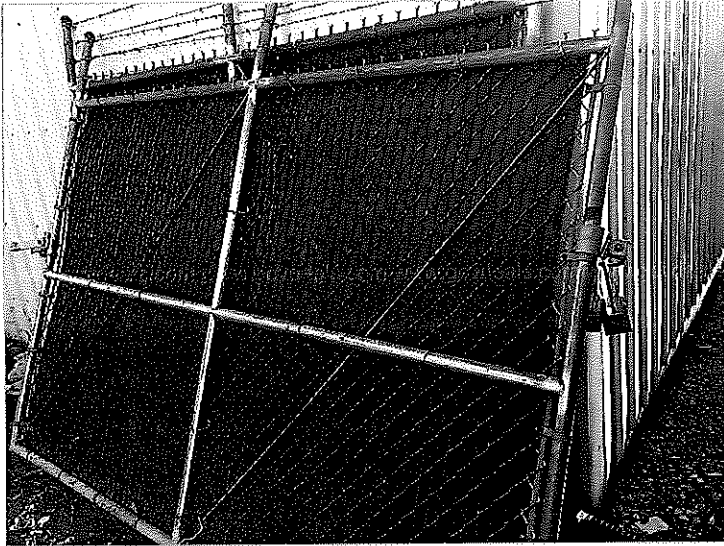
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2 Chain link Fence Gates

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Equipment, Heavy / Construction	FAC22812

2 Chain link Fence Gates

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Large Mosler Safe

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand

Mosler

Condition

Used/See Description

Category

Industrial Equipment, General

Inventory ID

FAC22811

Large Mosler Safe. Working With Combination. Buyer is responsible for transporting and loading safe.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Large safe

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC22809

Large Globe Safe. Locked and combination not known. Buyer is responsible to transport and load safe.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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5 Three drawer file cabinets

Auction Ends **ET**
Starting Bid **\$0.00**

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0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Office Equipment/Supplies	FAC22808

5 Three drawer file cabinets

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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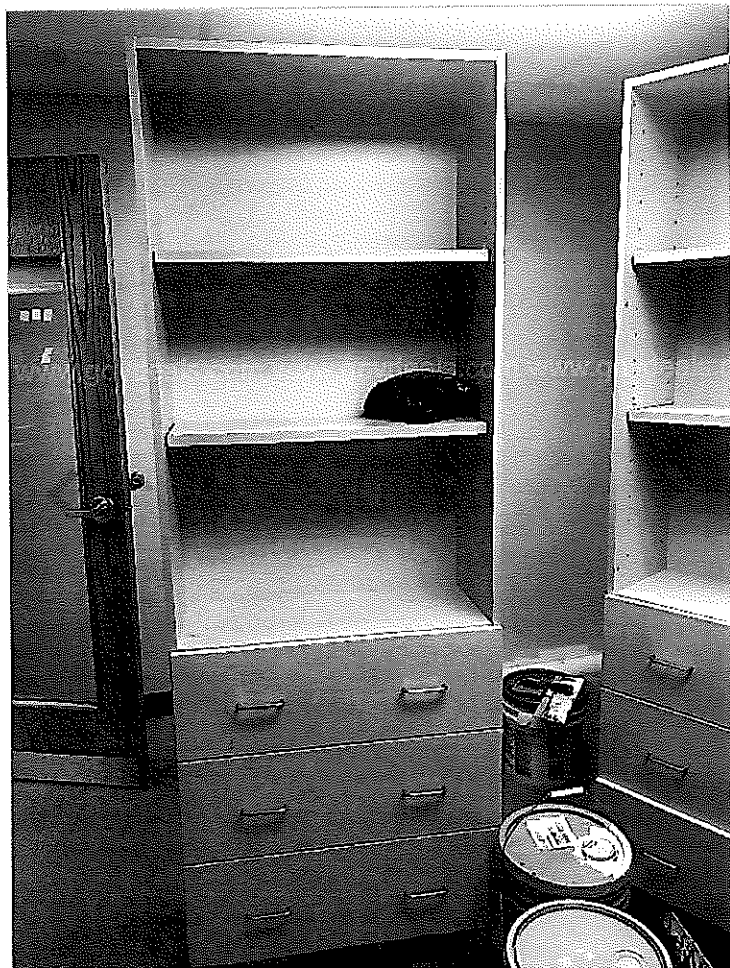
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Wooden Coat and Shelf Cabinets 6 total

Auction Ends **ET**

Starting Bid **\$0.00**

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Furniture/Furnishings	FAC22810

Wooden Coat and Shelf Cabinets
2 Coat Cabinets 4 Shelf Cabinets

? Questions and Answers

There are currently no questions posted for this asset.

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Desks, file cabinets and office chairs

Auction Ends **ET**
Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	FAC22807

2 Metal desks 3 Two drawer file cabinets 7 Chairs

? Questions and Answers

There are currently no questions posted for this asset.

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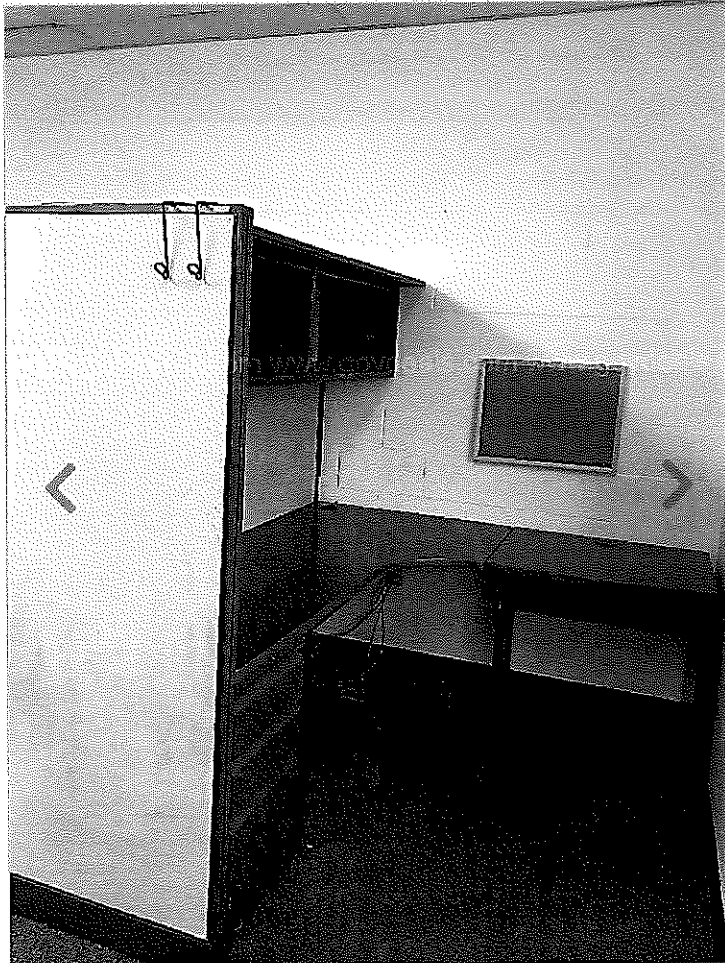
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7 Cubicles with desks and overhead cabinets

Auction Ends **ET**

Starting Bid **\$0.00**

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Office Equipment/Supplies	FAC22806

7 Cubicles with desks and overhead cabinets. All disassembled.

? Questions and Answers

There are currently no questions posted for this asset.

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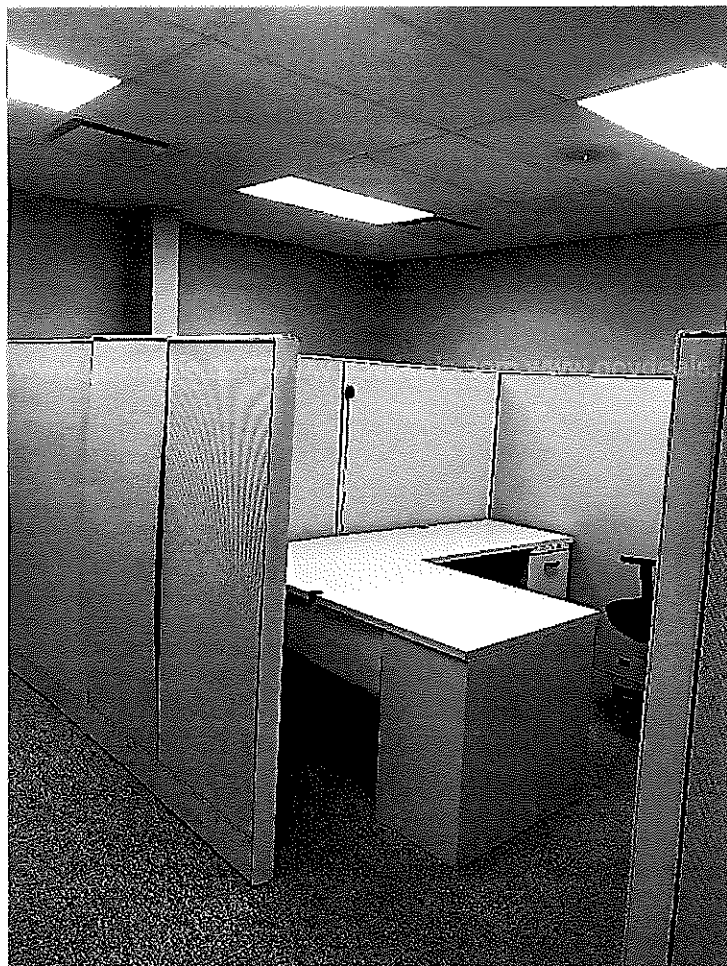
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3 Full Cubicles with desks

Auction Ends **ET**

Starting Bid **\$0.00**

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Office Equipment/Supplies	FAC22805

3 Full Cubicles with desks. Already disassembled.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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2 Water coolers

Auction Ends **ET**

Starting Bid **\$0.00**

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Cafeteria and Kitchen Equipment	FAC22804

2 Water coolers. Colligan, unknown condition

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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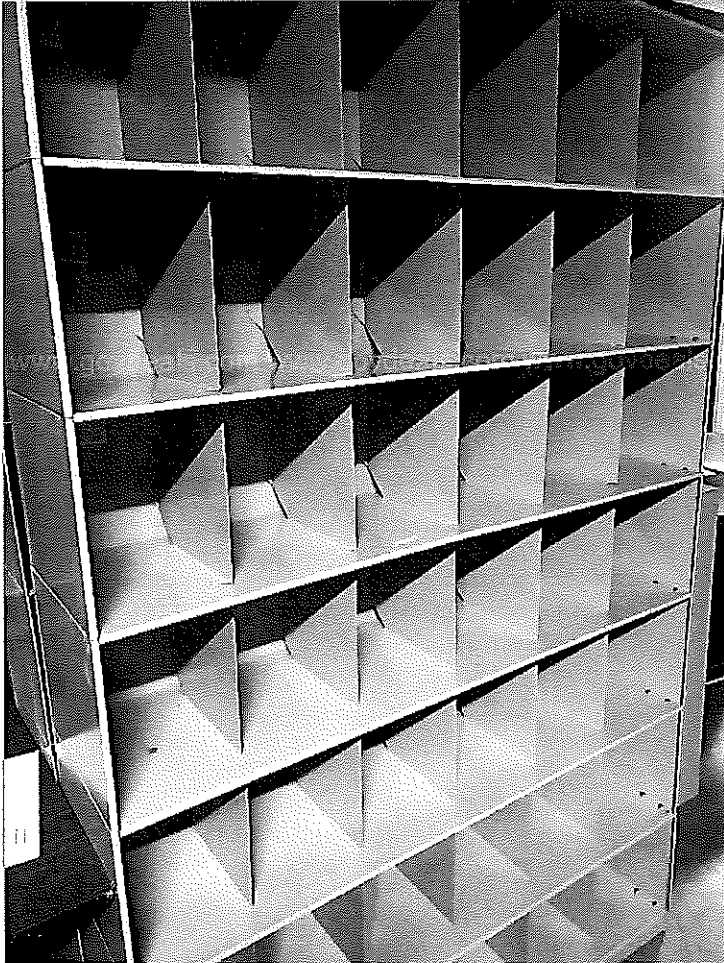
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9 Metal Mail File Cabinets

Auction Ends **ET**

Starting Bid **\$0.00**

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Mailing Equipment	FAC22803

9 Metal Mail File Cabinets. 7 Large and 2 small

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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14 2'X4' LED lights Brand new

Auction Ends **ET**
Starting Bid **\$0.00**

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Make/Brand

satco / Renesol

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Lighting/Fixtures	FAC22802

14 2'X4' LED lights Brand new
11 Satco 3 Renesol

? Questions and Answers

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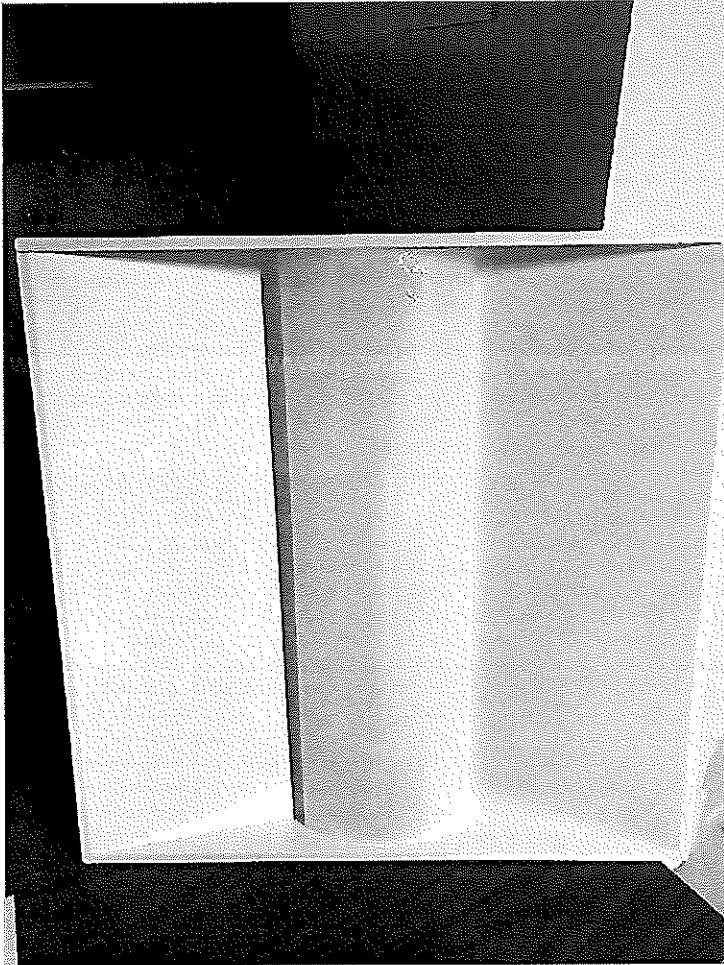
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7 2' x 2' Led lights

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand

Satco

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Lighting/Fixtures	FAC22801

7 2' x 2' Led lights. Satco Brand. Brand new.

? Questions and Answers

There are currently no questions posted for this asset.

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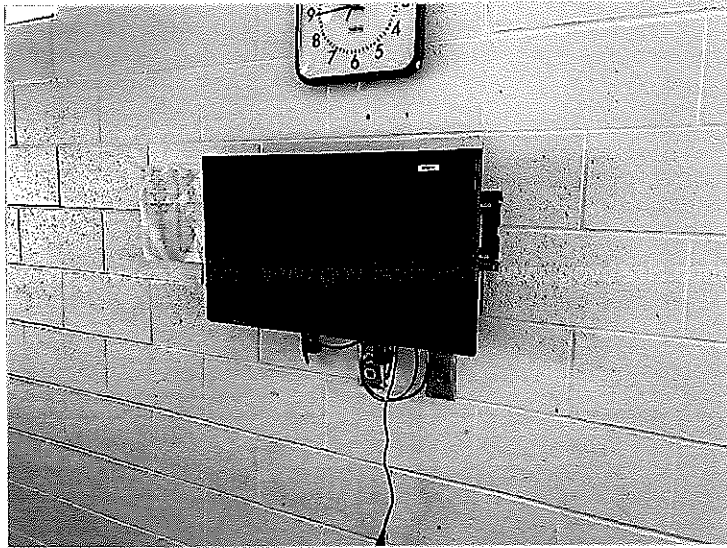
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SMALL TV

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Commodities / General Merchandise	FAC22037

SMALL TV

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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SMALL SONY BRAVIA TV

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Commodities / General Merchandise	FAC22036

SMALL SONY BRAVIA TV

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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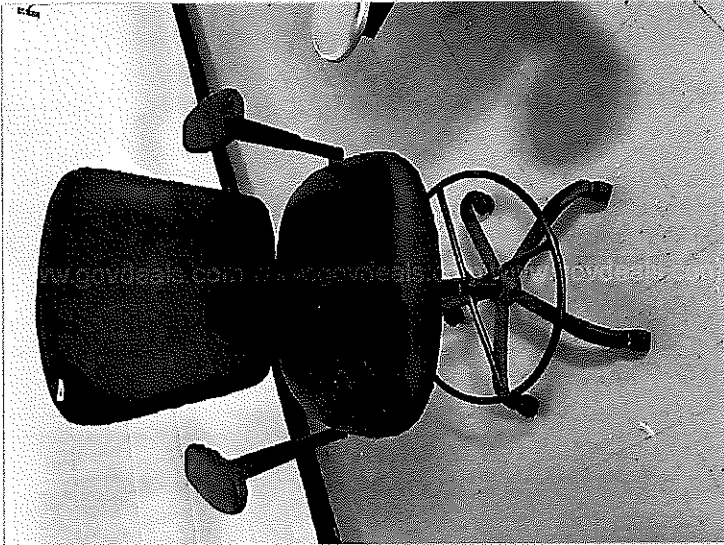
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CHAIR (#28)

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Commodities / General Merchandise	FAC22035

CHAIR (#28) COLOR: BLACK

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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OFFICE CHAIR

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22034

OFFICE CHAIR - COLOR: BLACK

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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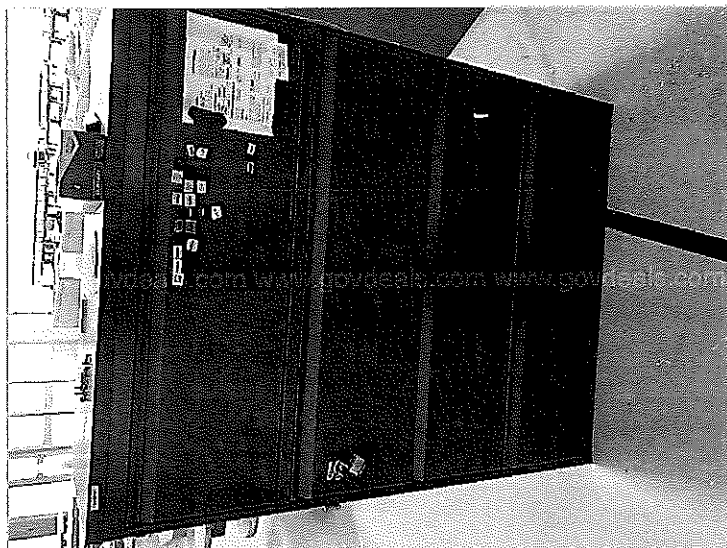
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LARGE 4 DRAWER FILE CABINET

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC220333

LARGE 4 DRAWER FILE CABINET

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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SS CABINET AND SINK FROM JAIL POD

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Commodities / General Merchandise	FAC22032

SS CABINET AND SINK FROM JAIL POD
 BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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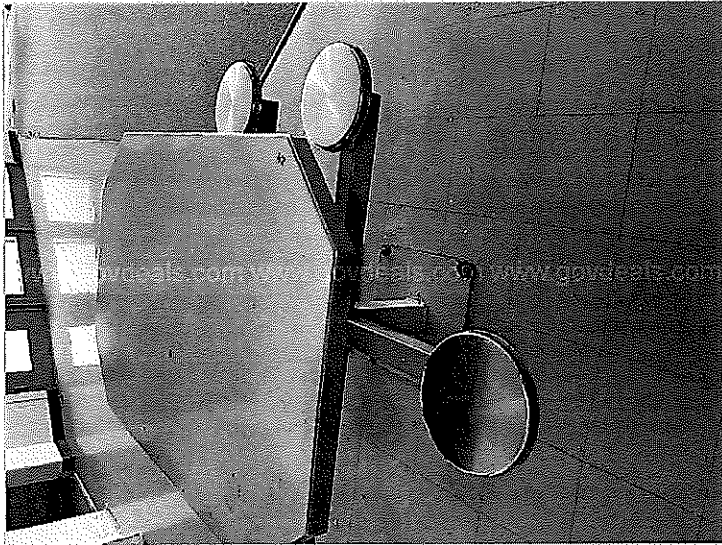
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6 PERSON SS SEAT AND TABLE TOP #24

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Commodities / General Merchandise	FAC22031

6 PERSON SS SEAT AND TABLE TOP (#24)

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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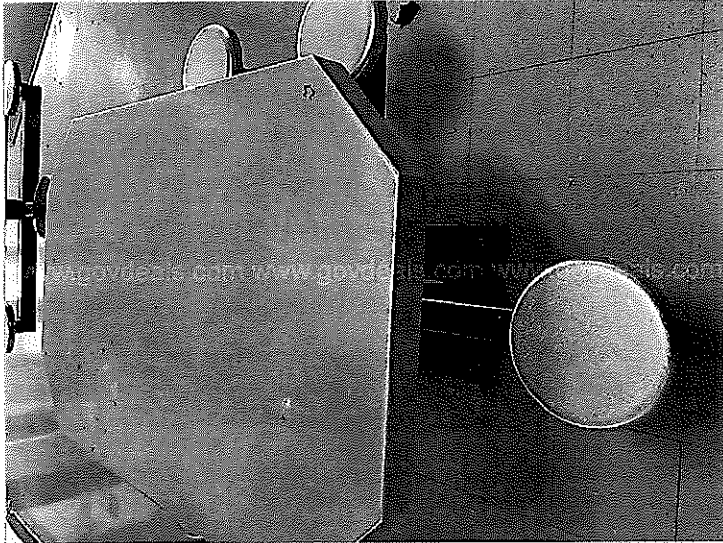
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6 PERSON SS SEAT AND TABLE TOP #23

Auction Ends **ET**

Starting Bid **\$0.00**

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[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Commodities / General Merchandise	FAC22030

6 PERSON SS SEAT AND TABLE TOP (#23)

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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6 PERSON SS SEAT AND TABLE TOP #22

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors



Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22029

6 PERSON SS SEAT AND TABLE TOP (#22)

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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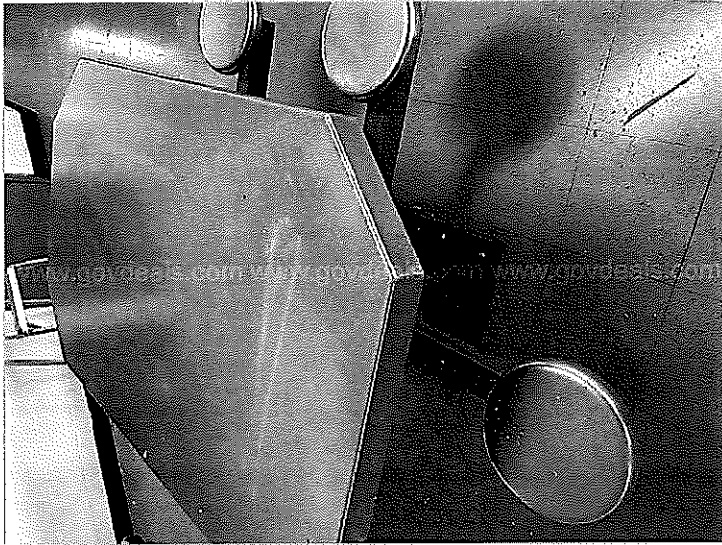
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6 PERSON SS SEAT AND TABLE TOP #21

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Commodities / General Merchandise	FAC22028

6 PERSON SS SEAT AND TABLE TOP (#21)

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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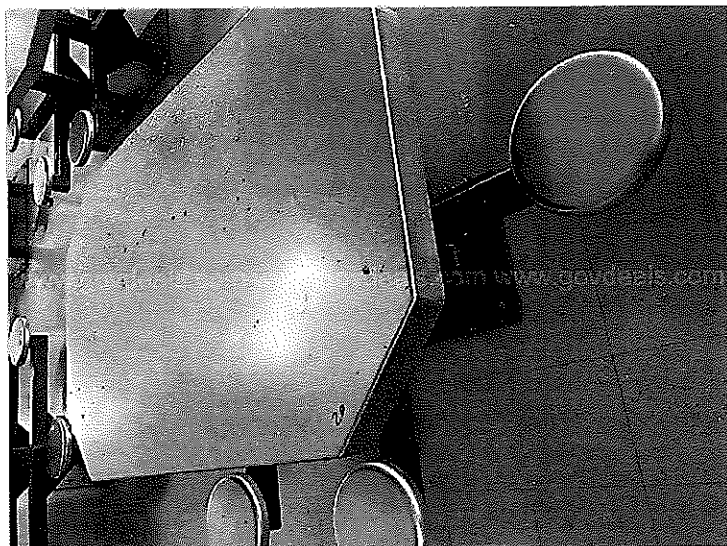
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6 PERSON SS SEAT AND TABLE TOP #20

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22027

6 PERSON SS SEAT AND TABLE TOP (#20)

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

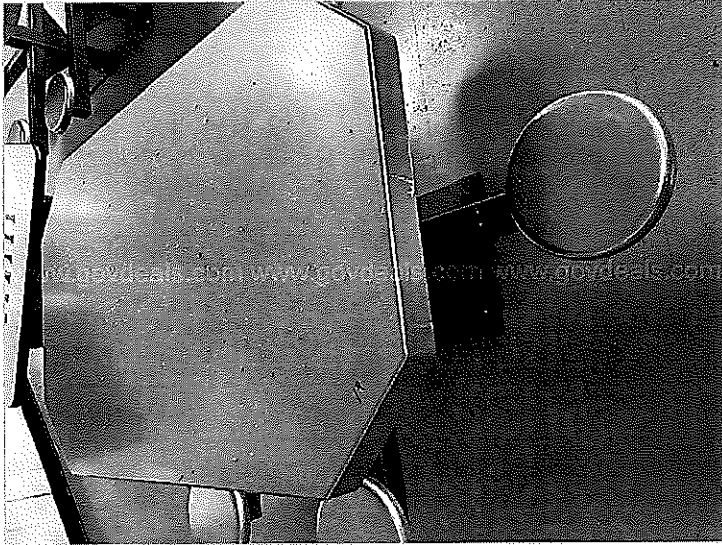
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6 PERSON SS SEAT AND TABLE TOP #19

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Commodities / General Merchandise	FAC22026

6 PERSON SS SEAT AND TABLE TOP (#19)

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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6 PERSON SS SEAT AND TABLE TOP #18

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Commodities / General Merchandise	FAC22025

6 PERSON SS SEAT AND TABLE TOP (#18)

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

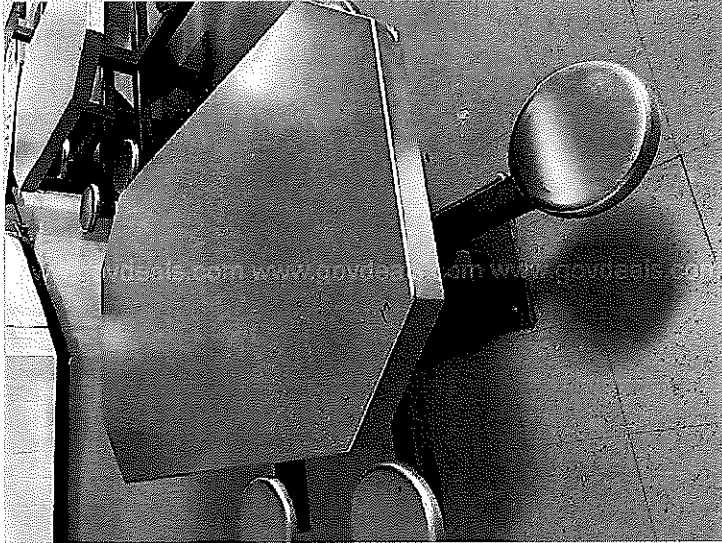
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6 PERSON SS SEAT AND TABLE TOP #17

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Commodities / General Merchandise	FAC22024

6 PERSON SS SEAT AND TABLE TOP (#17)

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

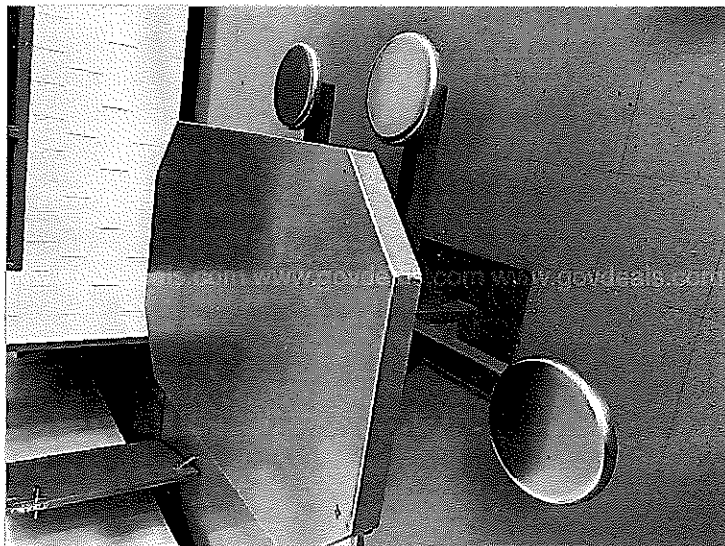
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6 PERSON SS SEAT AND TABLE TOP #16

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC 22023

6 PERSON SS SEAT AND TABLE TOP (#16)

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

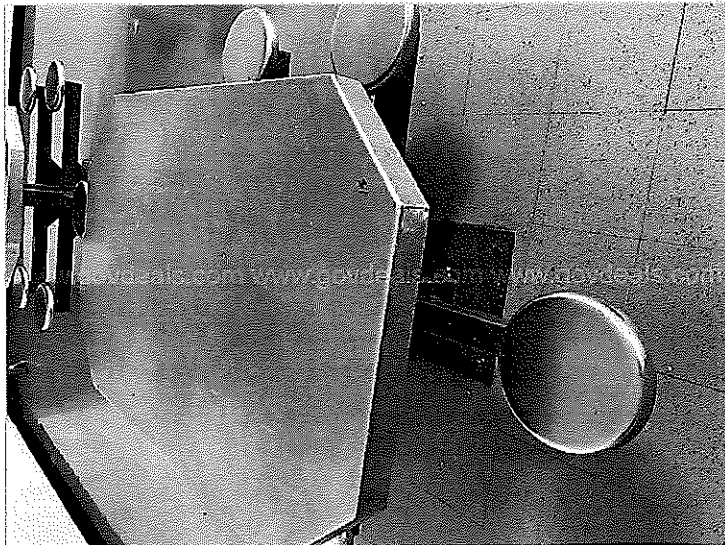
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6 PERSON SS SEAT AND TABLE TOP #15

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Commodities / General Merchandise	FAC22022

6 PERSON SS SEAT AND TABLE TOP (#15)

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

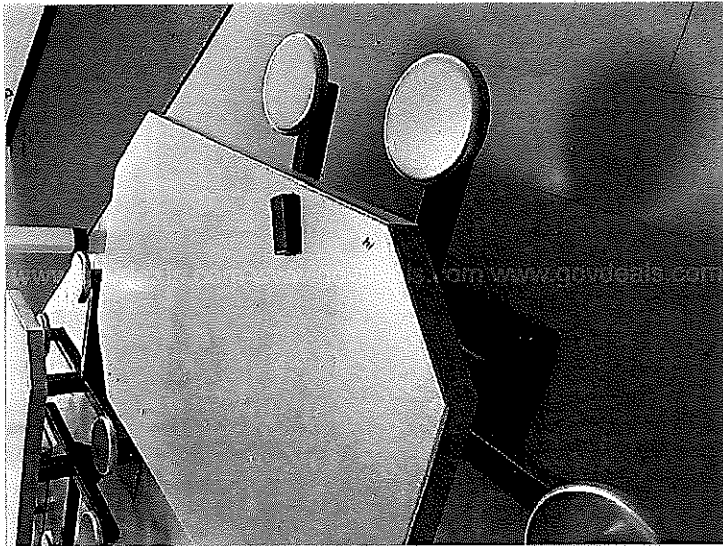
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6 PERSON SS SEAT AND TABLE TOP #14

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Commodities / General Merchandise	FAC22021

6 PERSON SS SEAT AND TABLE TOP (#14)

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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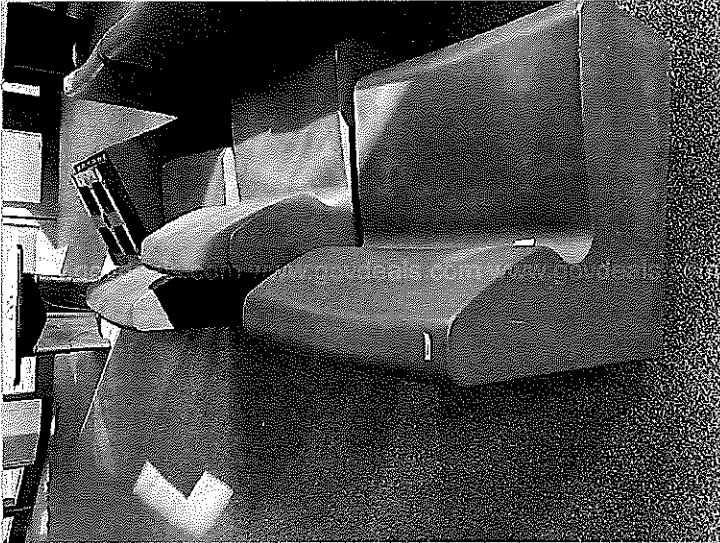
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LOT OF 4 PRISON STYLE LOUNGE CHAIRS #13

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22020

LOT OF 4 PRISON STYLE LOUNGE CHAIRS (#13)

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

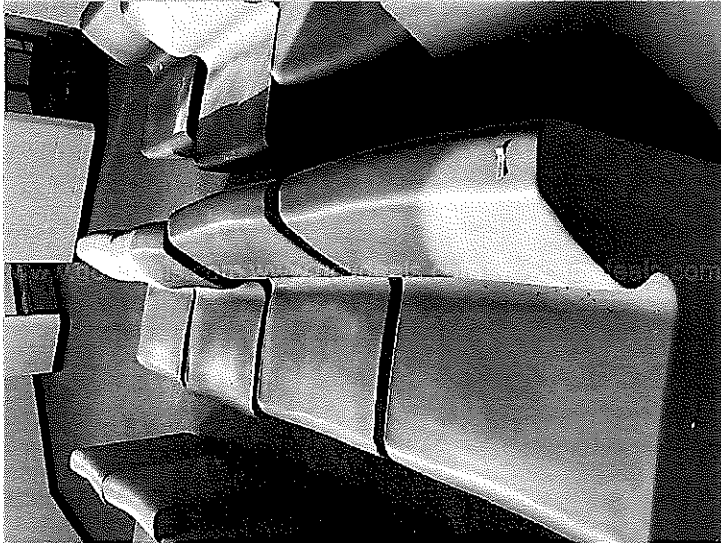
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LOT OF 4 PRISON STYLE LOUNGE CHAIRS (#12)

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Commodities / General Merchandise	FAC22019

LOT OF 4 PRISON STYLE LOUNGE CHAIRS (#12)

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

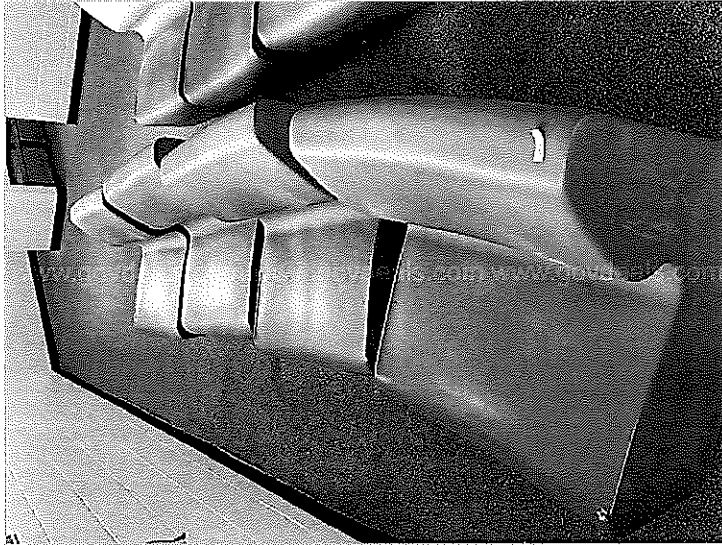
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LOT OF 4 PRISON LOUNG CHAIRS #11

Auction Ends **ET**
 Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Commodities / General Merchandise	FAC22018

LOT OF 4 PRISON CHAIRS (#11)

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM****

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information

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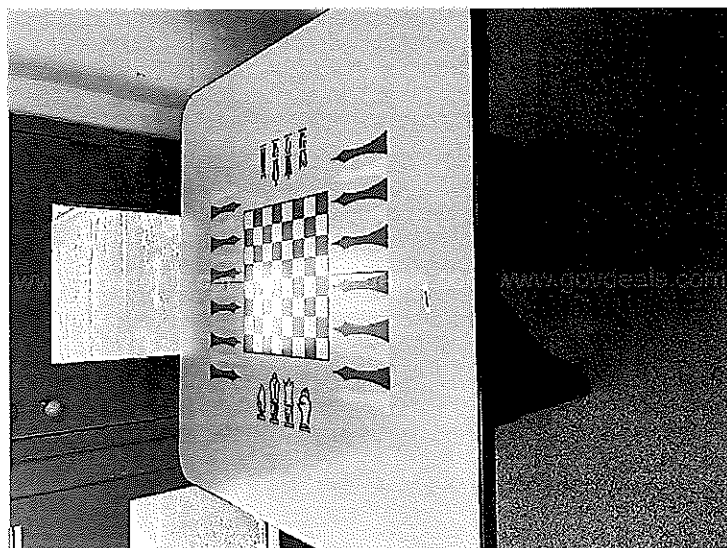
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GAMING TABLE #10

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22017

GAMING TABLE

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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LOT OF 5 GREY CHAIRS (2)

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22016

LOT OF 5 GREY CHAIRS

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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LOT OF 5 GREY CHAIRS

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22015

LOT OF 5 GREY CHAIRS

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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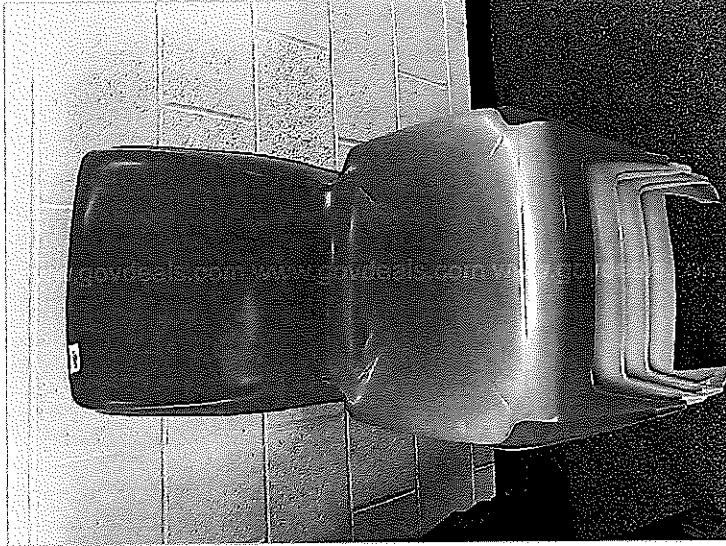
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LOT OF 4 GREY CHAIRS

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Commodities / General Merchandise	FAC22014

LOT OF 4 GREY CHAIRS

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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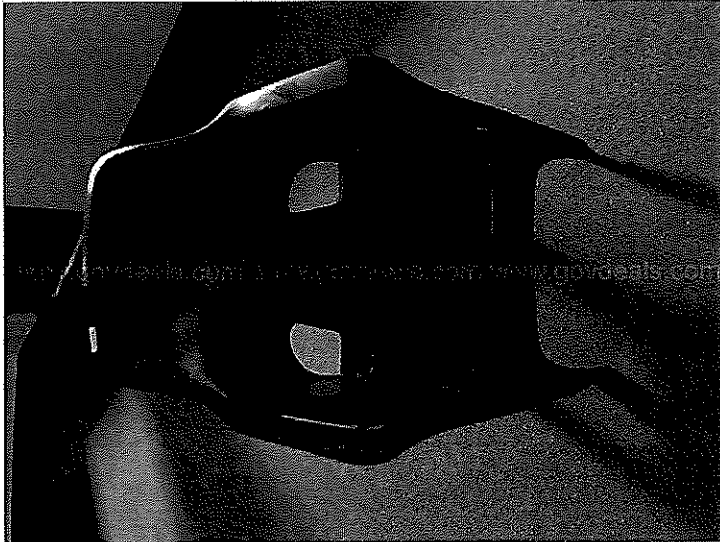
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LOT OF 3 BLUE PLASTIC CHAIRS

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Commodities / General Merchandise	FAC22013

LOT OF 3 BLUE PLASTIC CHAIRS

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

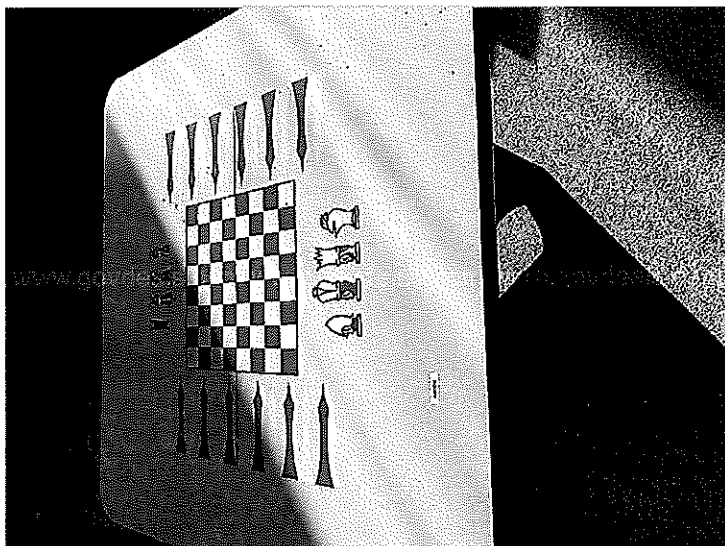
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Auction Ends **ET**

Starting Bid **\$0.00**

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Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22012

GAMING TABLE

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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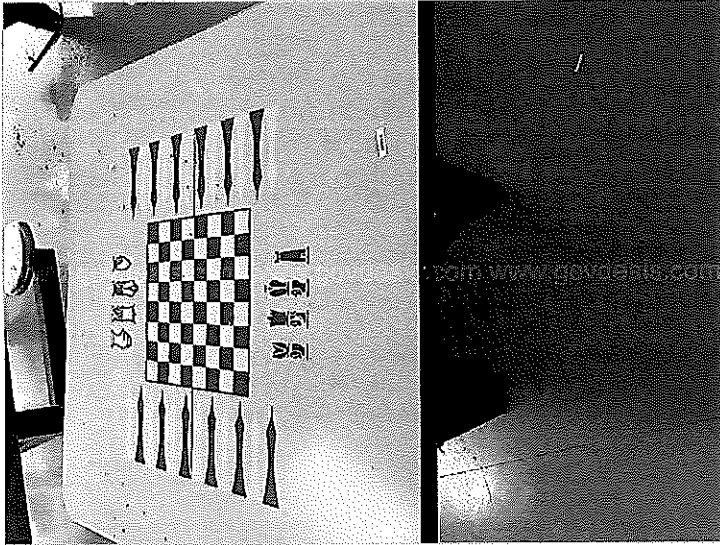
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GAMING TABLE

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22011

GAMING TABLE

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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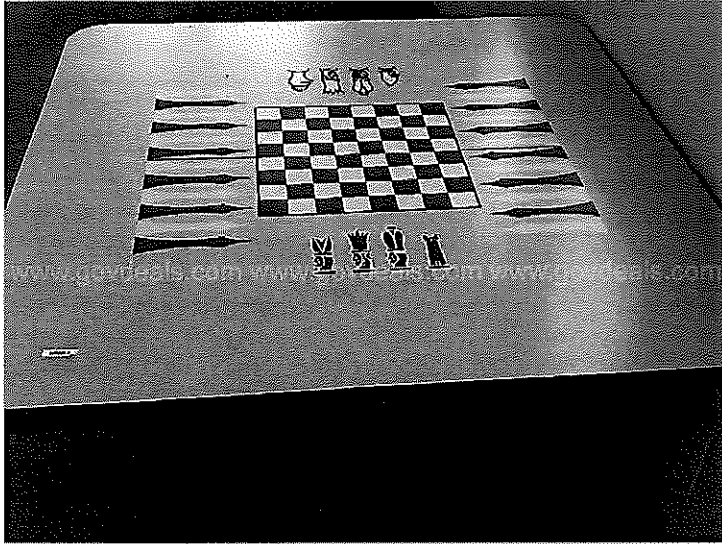
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GAMING TABLE

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Commodities / General Merchandise	FAC22010

GAMING TABLE 3

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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GAMING TABLE

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC22009

GAMING TABLE

** BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM**

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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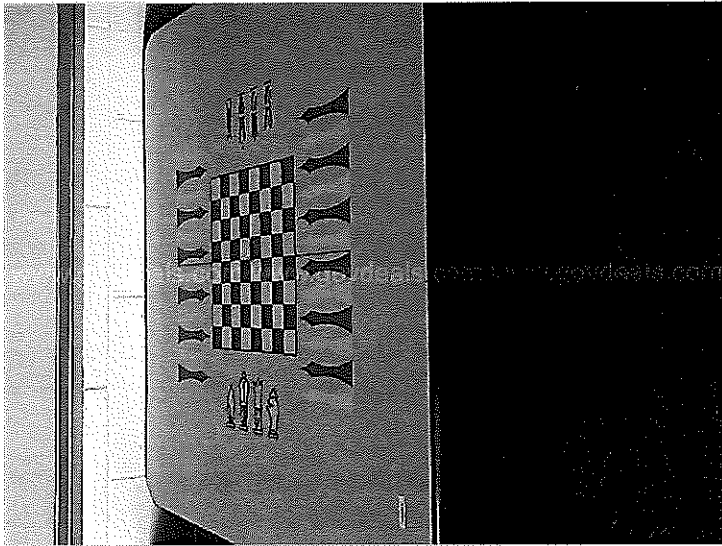
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GAMING TABLE

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Commodities / General Merchandise

FAC2008

GAMING TABLE

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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STEELE FRAME - BARN DOOR 36" X 6'8" LEFT HAND

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	FAC22007

STEELE FRAME - BARN DOOR 36" X 6'8" LEFT HAND
BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

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KOHLER 3 HOLE WALL HUNG SINK

Auction Ends ET

Starting Bid \$0.00

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0 visitors

Make/Brand

KINGSTON

VIN/Serial

2005-0

Condition

New/Unused

Category

Cafeteria and Kitchen Equipment

Inventory ID

FAC22006

KOHLER 3 HOLE WALL HUNG SINK CONDITION: NEW

****BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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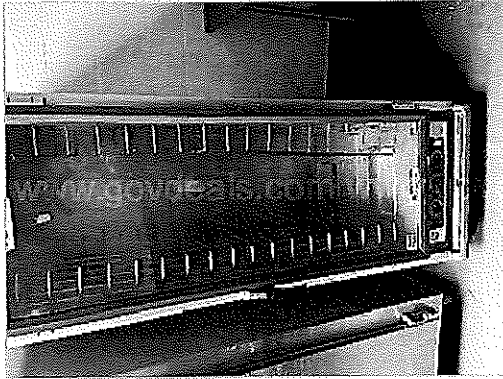
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FOOD WARMER

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors



Make/Brand

METRO

Condition

Used/See Description

Category

Cafeteria and Kitchen Equipment

Inventory ID

FAC22005

WARMER 110V CONDITION: USED BUT WORKED AT REMOVAL TIME 10/21

***BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEM**

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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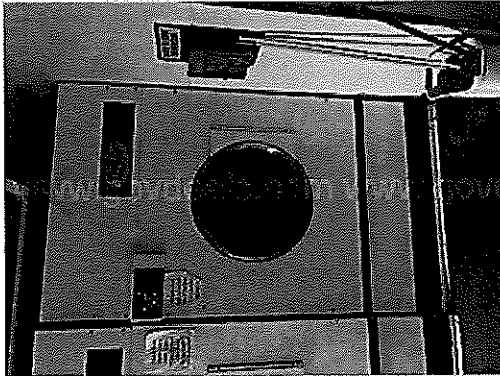
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UNIMAC NATURAL GAS DRYER #2

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand	Model	VIN/Serial
UNIMAC	UT17ONRMF6G2W01	1007021666
Condition	Category	Inventory ID
Used/See Description	Laundry Equipment	FAC22004

UNIMAC NATURAL GAS DRYER #2 CONDITION: USED

****BYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF PURCHASED ITEMS****

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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UNIMAC NATURAL GAS DRYER

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand	Model	VIN/Serial
UNIMAC	UT17ONRMF6G2W01	1008004869
Condition	Category	Inventory ID
Used/See Description	Laundry Equipment	FAC22003

UNIMAC NATURAL GAS DRYER
CONDITION: USED

*** BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF THE PURCHASED ITEM***

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

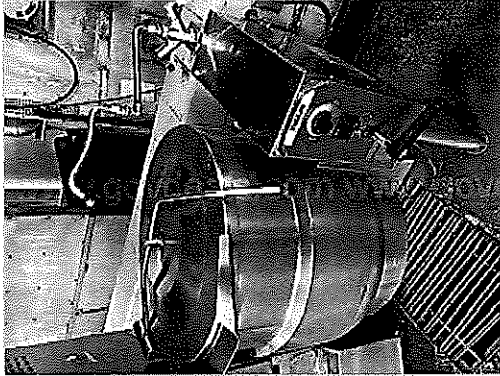
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VULCAN TILT KETTLE

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Make/Brand

VULCAN

Model

K4OELT

VIN/Serial

463000592

Condition

Used/See Description

Category

Cafeteria and Kitchen Equipment

Inventory ID

FAC22002

VULCAN TILT KETTLE CONDITIONAL: USED BUT OPERATIONAL AT THE TIME OF REMOVAL 10/21
 *** BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF THE PURCHASED ITEM***

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

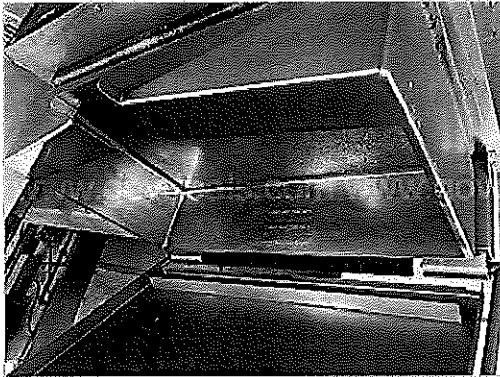
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VULCAN BRAISING PAN

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand

VULCAN

Model

VG 40

VIN/Serial

463003205

Condition

Used/See Description

Category

Consumer Kitchen

Inventory ID

FAC22001

VULCAN VG 40 TILTING BRAISING PAN. CONDITION: USED AND WAS OPERATIONAL AT THE TIME OF REMOVAL 10/2021
*** BUYER WILL BE RESPONSIBLE FOR THE REMOVAL & LOADING OF THE PURCHASED ITEM***

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Printer Cartridges

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand

Premium Replacement

Condition

Used/See Description

Category

Computer Printers, Scanners, and Copiers

Inventory ID

DOM22007

New/Unopened printer cartridges - Generic for HP

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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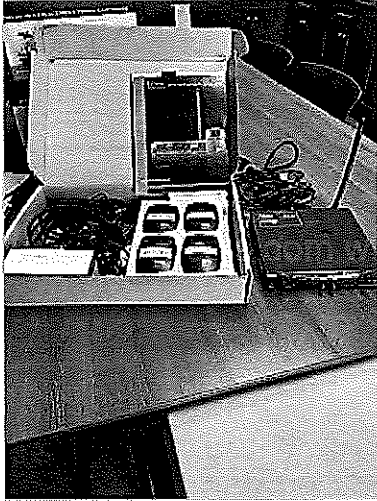
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Listening device to assist parties during a hearing.

Auction Ends ET
 Starting Bid \$0.00

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand	Model	VIN/Serial
Listen	LT-803-072	E10A2410069
Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	DOM22006

Listening device to assist parties in the courtroom. Device worked when removed from the courtroom.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Stands, Keyboards, Mouse, Mixers, Soundbars

Auction Ends **ET**
 Starting Bid **\$0.00**

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0 visitors



Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer accessories	DOM22005

Various Brands/Makes of the items in this group. Unknown age and if all items currently work. (Mixers worked when removed from the courtroom.)

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Computer Monitors

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand

HP/DELL/VS

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Monitors	DOM22004

Unknown if monitors work - have been in storage.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Printer

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand

HP

Model

Laser Jet 600 M602

VIN/Serial

CNCCDB8250

Condition

Used/See Description

Category

Computer Printers, Scanners, and Copiers

Inventory ID

DOM22003

Printer stopped working.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Computer Processors

Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand

Dell

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Monitors	DOM22002

*Dell OptiPlex 9010 Mfg date 20130812 Reg Model D09M Reg Type D09M003 Worked at the time of removal but has been in storage.

*Dell OptiPlex 790 Mfg Date 20110629 Model D05D Reg Type D05D001

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Chairs, Table, Tripod

Auction Ends **ET**

Starting Bid **\$0.00**

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Furniture/Furnishings	DOM22001

*Single green chair has a silver metal frame. *Orange base chairs with rollers - 3 have cloth cushions/1 has imitation leather. (All chairs show use/wear on the cushions.) * Brown/pressed wood table with rollers is open in the back/no drawers. *Tripod is of metal construction and very heavy. *Chair arms - unable to verify the type of chair the arms can be attached to but they are in good condition.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

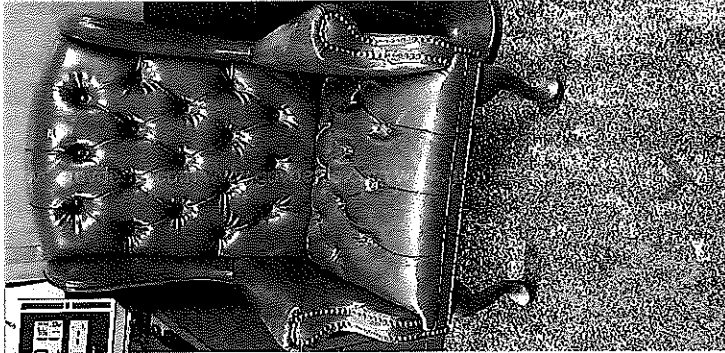
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chair

Auction Ends **ET**

Starting Bid **\$0.00**

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Furniture/Furnishings	CCT22001

blue chair- loose leg Avanti- mini fridge - not working Bulova wall clock - broke Union & scale wall clock - not holding battery charge logitech speakers - unknown condition speakers - unknown condition 2 swingline electric staplers- no cords - broken 2 hole punch- gets jammed logitech mouse - unknown condition

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

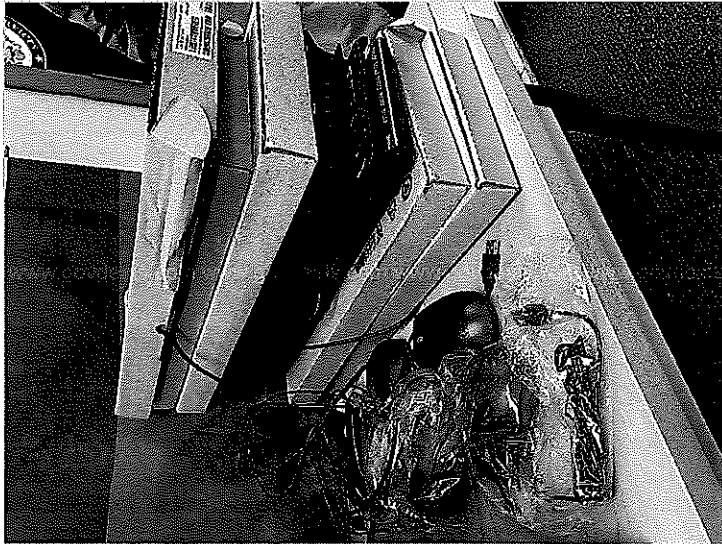
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Eight wired keyboards and Seven wired mice

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Electronics, Personal	VET22002

Various brands - eight wired keyboards and seven wired mice. Most are new. All presumed to work.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Six Dell Computer Towers w/ hard drives removed

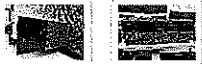
Auction Ends **ET**

Starting Bid **\$0.00**

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Make/Brand

Dell

Condition

Used/See Description

Category

Computer Hardware

Inventory ID

VET22001

Dell Computer Towers w/ hard drives removed

? Questions and Answers

There are currently no questions posted for this asset.

[» Seller Information](#)

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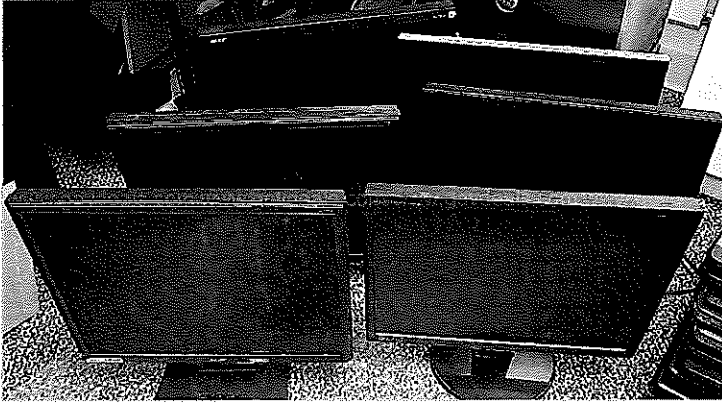
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Lot of 11 Monitors

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Monitors	HTH22002

Lot of 11 Computer Monitors - All working when removed from service. Not all Monitors pictured
1 - Acer AL1912 2 - Acer AL1916 3 - Dell E190S 5 Dell 1908FP

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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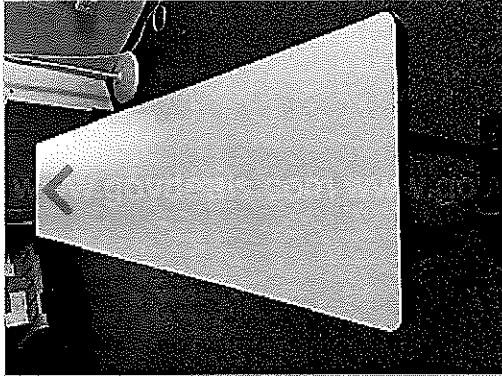
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15 collapsible meeting tables

Auction Ends

ET

Starting Bid

\$0.00

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Office Equipment/Supplies	OMJ22001

15 collapsible meeting tables. they are 71" x 17.5" x 29'.

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information

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Stackable Chairs

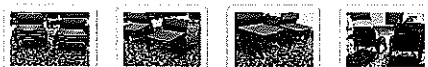
Auction Ends **ET**

Starting Bid **\$0.00**

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Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

BDD22004

Lot includes 9 Stackable Chairs.

Pick up at 801 Drake Road Lebanon Oh 45036

? Questions and Answers

There are currently no questions posted for this asset.

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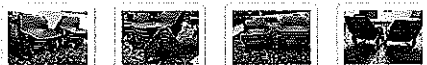
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Stackable Chairs

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Used/See Description

Category

Furniture/Furnishings

Inventory ID

BDD22003

Lot includes 11 Stackable Chairs.
Pick up at 801 Drake Road Lebanon Oh 45036

? Questions and Answers

There are currently no questions posted for this asset.

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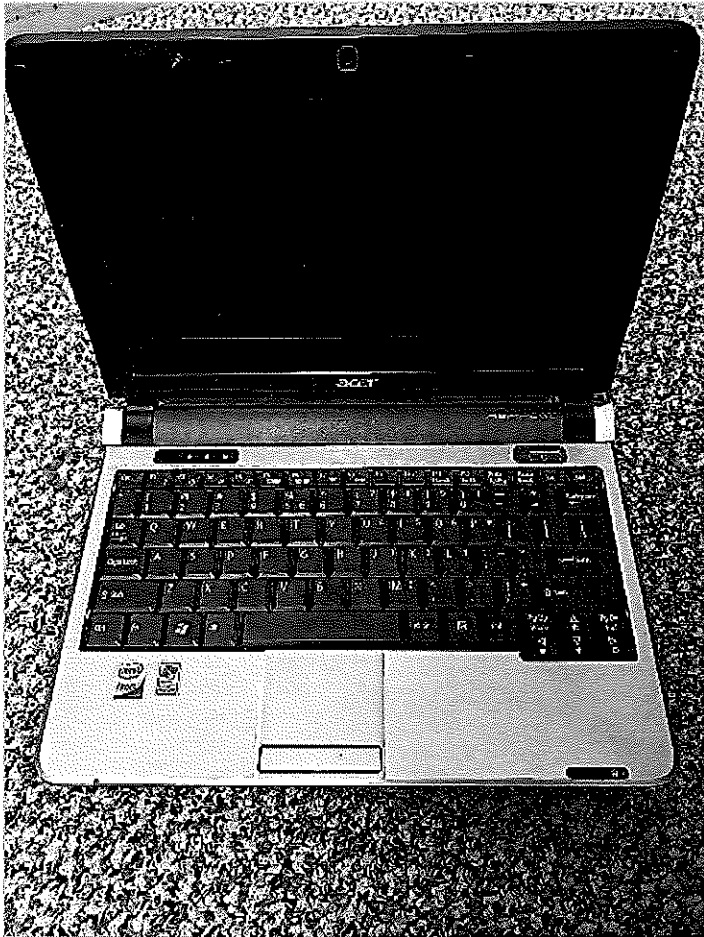
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Lot of 28 Laptops

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers: Laptops	HTH22001

Lot of 28 Laptops - All working when removed from service within the year. No HDDs or software Included. Not all are in photos
Includes: 1 - Acer Aspire One 2 - HP nx6125 1 - Dell Lat D830 10 - Compaq 610 1 - Dell E5500 2 - Dell E5510 7 - Dell E5530 4 - Dell E55570

? Questions and Answers

There are currently no questions posted for this asset.

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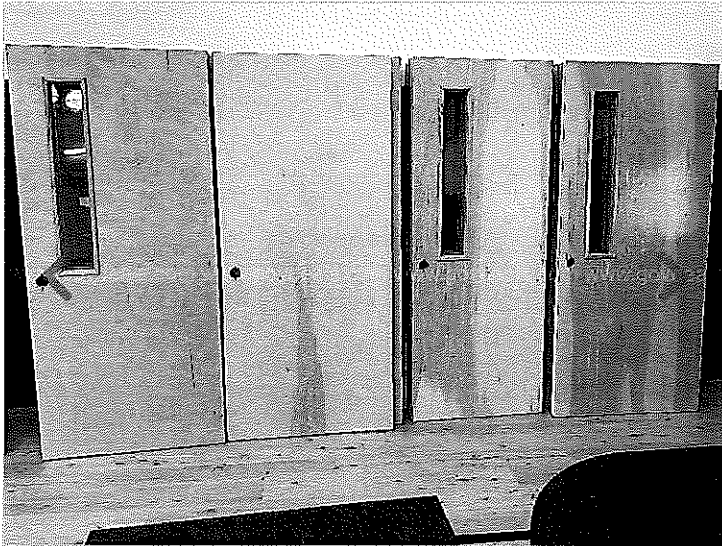
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17 Solid Core Birch Veneer Doors

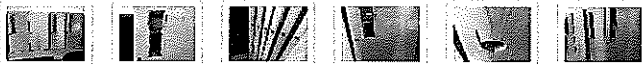
Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	BDD22002

Solid Core Birch Veneer door slabs 1-7/8" thick. NOT fire rated, mortised for 4" hinges (qty. of 3 hinges). Door knob located at 44" from top to center line of knob bore. Hinges are radius corners (although there are a few that have been squared. All doors are 80" tall, 14 have glass 6" wide x 36" tall. 3 are solid. All have some finish issues and/or nicks and chips. None are terrible. 17 total doors as follows:

Qty. 3 - 3-0 x 80" NO glass LH hinged Qty. 2 - 3-0 x 80" w glass LH hinged Qty. 9 - 3-0 x 80" w glass RH hinged Qty. 3 - 2-8 x 80" w glass RH hinged

Pick Up Location: 801 Drake Road, Lebanon, Oh 45036

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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25 Stackable Chairs

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

BDD22001

Lot includes 25 matching stackable chairs plus 4 more that match.
Pick UP location- 801 Drake Road, Lebanon, OH 45036

? Questions and Answers

There are currently no questions posted for this asset.

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4 stackable gray chairs

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition

Used/See Description

Category

Furniture/Furnishings

Inventory ID

SWM21002

4 stackable gray chairs, used condition

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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3 Scanners / 2 Laptops / 1 Tower

Auction Ends **ET**

Starting Bid **\$0.00**

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Printers, Scanners, and Copiers	JUV21004

Kodak ScanMate i1120 / Kodak ScanMate i1150 / Kodak ScanMate i1150WN / 2 Dell Laptops with Hard Drives removed / 1 Dell Tower with Hard Drive Removed

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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10 Various Computer Monitors

Auction Ends **ET**

Starting Bid **\$0.00**

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Monitors	JUV21003

9 Dell Computer Monitors + 1 HP Computer Monitor + 6 Monitor Stands - Unknown condition

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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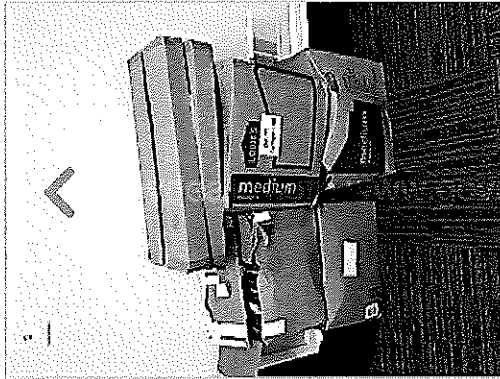
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Office Organizers, Hole Punches, Staplers

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21100

Lot includes various Hanging Folders, File Folders, and 2 File Folder Frames
 Items to be picked up at 42 Kings Way, Lebanon, Ohio 45036

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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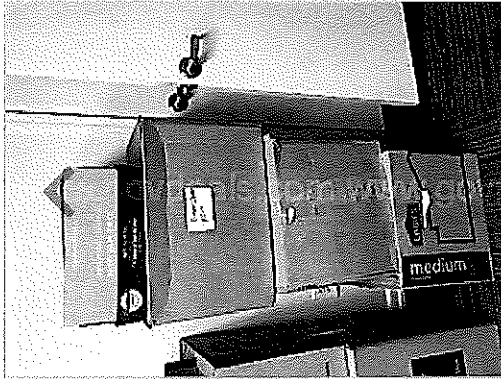
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Office Organizers, Hole Punches, Staplers

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition

Category

Inventory ID

Used/See Description

Office Equipment/Supplies

BDD21099

Lot includes various Binders and Binder Dividers
Items to be picked up at 42 Kings Way, Lebanon, Ohio 45036

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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Office Organizers, Hole Punches, Staplers

Auction Ends **ET**
 Starting Bid **\$0.00**

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Condition	Category	Inventory ID
Used/See Description	Office Equipment/Supplies	BDD21098

Lot includes various office organizers, various 2 and 3 hole punches, various electric staplers.
 Items to be picked up at 42 Kings Way, Lebanon, Ohio 45036

? Questions and Answers

There are currently no questions posted for this asset.

>> Seller Information

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Lot of misc computer equipment



Auction Ends

ET

Starting Bid

\$0.00

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0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Communication/Electronic Equipment	SHF21503

Lot of misc computer equipment. Most items are missing parts and/or not operable.

? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

Resolution

Number 22-0180

Adopted Date February 01, 2022

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 1/25/22 and 1/27/22, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓

Resolution

Number 22-0181

Adopted Date February 01, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHADOW WOOD DRIVE EASEMENT, SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

SECURITY AGREEMENT

Bond Number	:	22-004 (W/S)
Development	:	Shadow Wood Drive Easement
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$6,450.00
Surety Company	:	RLI Insurance Company (Bond No. CMS0347895)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

caw

cc: Grand Communities LLC, 3940 Olympic Blvd., Suite 100, Erlanger, KY 41018
RLI Insurance Compnay, 525 W. Van Buren Street, Suite 350, Chicago, IL 60607
Water/Sewer (file)
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER

Security Agreement No.

22-004

This Agreement made and concluded at Lebanon, Ohio, by and between Grand Communities, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and RLI Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Shadow Wood Drive Easement **Subdivision, Section/Phase** _____ (3) (hereinafter the "Subdivision") situated in Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$64,500.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$0.00; and,

WHEREAS, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$0.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within one years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$6,450.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

Grand Communities, LLC

Attn: Randy Acklin

3940 Olympic BLVD

Erlanger, KY 41018

Ph. (859) 344 - 5956

D. To the Surety:

RLI Insurance Company

525 W. Van Buren Street, Suite 350

Chicago, IL 60607

Ph. (312) 445 - 9742

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

Certified check or cashier's check (attached) (**CHECK #** _____)

Original Letter of Credit (attached) (**LETTER OF CREDIT #** _____)

Original Escrow Letter (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER: Grand Communities, LLC
A Kentucky Limited Liability Company

SURETY: RLI Insurance Company

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: _____

SIGNATURE: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22-0181, dated 2-1-22.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 2-1-22

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER
DEPUTY

APPROVED AS TO FORM:

By: [Signature]
Ass. COUNTY PROSECUTOR Alan Nice, ARA

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

Bond No. CMS0347895

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and RLI Insurance Company, a corporation organized under the laws of the Illinois with principal place at 525 W Buren Street, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter called Obligee) in the penal sum of Six Thousand Four Hundred Fifty and 00/100 Dollars, (\$ 6,450.000), for payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATED this 27th day of January, 2022.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract with the Obligee above named for certain physical improvements for

Water Main in Shadow Wood Drive Easement Subdivision

located in Turtlecreek Township, Warren County, Ohio


and

WHEREAS, the Principal submits that all work called for under the said Subdividers Contract has now been completed according to the approved plans and as a condition of acceptance of the physical improvements offers this bond to said Obligee;

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 27th day of January, 2022, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and virtue in law.

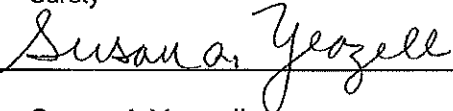
PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date hereof shall be delivered facts showing such default and the date thereof shall be delivered to the Surety by certified mail, at its Home Office in 525 W Buren Street, Suite 350, Chicago, IL 60607 promptly an in any event within thirty (30) days after the Obligee or his representative shall learn of such default; and that no claim suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

Grand Communities, LLC
A Kentucky Limited Liability Company

Principal
By: 
David Stroup

Its: VP of Land Development

RLI Insurance Company

Surety
By: 
Susan A. Yeazell

Its: Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, Julie L. Cline, Robert L. Daniels, jointly or severally

in the City of Cincinnati, State of Ohio, its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of April, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 23rd day of April, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 27th day of January, 2022.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Dick
Jeffrey D. Dick Corporate Secretary

Resolution

Number 22-0182

Adopted Date February 01, 2022

APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

- Woodwind Estates Subdivision – Clearcreek Township
- Shadow Wood Drive Easement Plat – Turtlecreek Township
- Knight Alternative Plat – Harlan Township

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

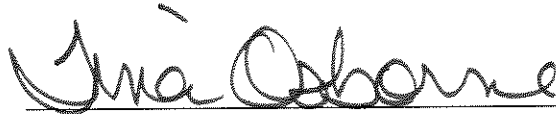
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 22-0183

Adopted Date February 01, 2022

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE KING AVENUE BRIDGE PROJECT #4437

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the King Avenue Bridge Project, an amended certificate needs to be accepted and a supplemental appropriation; and

NOW THEREFORE BE IT RESOLVED, to accept an Amended Certificate from the Budget Commission in the amount of \$5,063,325.84 for the King Avenue Bridge Project #4437; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation for the Engineer's Fund #4437 King Avenue Bridge Project:

Supplemental Appropriation


\$5,609,374.82 into 44373130-5320 (Capital Purchases)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Amended Certificate file
Supplemental App. (file)
Engineer (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, January 27, 2022

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2022, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Capital Projects	Jan. 1st, 2022	Taxes	Other Sources	Total
King Ave Bridge	(\$983,133.00)		\$23,557,933.84	\$22,574,800.84
Fund 4437				
TOTAL	(\$983,133.00)	\$0.00	\$23,557,933.84	\$22,574,800.84

Matt Nolan)
 _____)
 _____) Budget
 _____) Commission
 _____)

AMEND 22 02
 Fund 4437 +5,063,325.84 Total
 4437 42903 +570,000.00
 4437 42900 +92,793.00
 4437 45999 +466,000.00
 4437 49000 +3,934,532.84

RECEIVED OMB0000
 JAN 27 '22 RCVE

Resolution

Number 22-0184

Adopted Date February 01, 2022

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of December 2021:

\$ 15,765.05	from #11011112 5997	(Operational Transfers)
	into #5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 608.32	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 15,792.95	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 4,208.98	from #11011112 5997	(Operational Transfers)
	into #5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

Resolution

Number 22-0185

Adopted Date February 01, 2022

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the seventh disbursement of their mandated share for SFY 2021-2022 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #1101 into the Human Services Fund #2203:

\$ 16,464.42 from #11011112-5742 (Commissioners Grants - Public Assistance)
into #2203-49000 (Human Services - Public Assistance)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Operational Transfer file
Human Services (file)
OMB

Resolution

Number 22-0186

Adopted Date February 01, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO GENERAL FUND #11011272

BE IT RESOLVED, to approve the following supplemental appropriation for the BOCC
Lebanon Personal Service Reimbursement:

\$ 8,200.00 into #11011272-5155 (General Fund – Lebanon Personal Service Reimb)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call
of the roll, the following vote resulted:

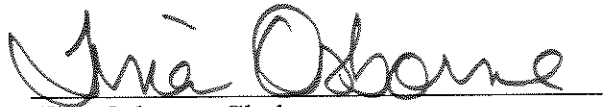
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
OMB (file)

Resolution

Number 22-0187

Adopted Date February 01, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO GRANTS FUND #2211

BE IT RESOLVED, in order to process vouchers with the appropriate object code, it is necessary to approve the following supplemental appropriations within fund 2211:

\$4,000.00 into #22111110- 5820 (Health & Insurance)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor
Supplemental App. file
OGA (file)

Resolution

Number 22-0188

Adopted Date February 01, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE FUNDS
#2267 AND #2295

BE IT RESOLVED, to approve the following supplemental appropriation adjustments within
Warren County Sheriff's Office Fund #2267 & #2295:

\$23,502.75 into 22672200-5320 (Capital Purchases)


\$1,000.00 into 22952200-5370 (Software Non Data Board)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call
of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

Resolution

Number 22-0189

Adopted Date February 01, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE FUND #6630

BE IT RESOLVED, to approve the following supplemental appropriation adjustments within Warren County Sheriff's Office Fund #6630:

\$228,333.80 into 66302251-5991 (Reimbursement)

\$8,298.36 into 66302258-5991 (Reimbursement)

\$59,962.35 into 66302259-5991 (Reimbursement)

\$15,708.15 into 66302260-5991 (Reimbursement)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

Resolution

Number 22-0190

Adopted Date February 01, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL SALES TAX FUND #4495

BE IT RESOLVED, to approve a supplemental appropriation within Fund #4495 as follows:

\$90,000.00 into 44953712-5320 (Capital Purchases)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

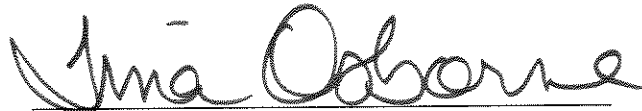
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Facilities Management (file)

Resolution

Number 22-0191

Adopted Date February 01, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROBATE COURT FUND
#10111250

BE IT RESOLVED, to approve the following appropriation adjustment within Probate Court
fund #11011250:


\$3600.00	from	11011250-5400	(Probate Purchased Services)
	into	11011250-5421	(Probate Rent or Lease)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon
call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Probate (file)

Resolution

Number 22-0192

Adopted Date February 01, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven Fund #2270:

\$1,100.00	from	22701240-5102	(Regular Salaries)
	into	22701240-5882	(Vacation Leave Payout)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
Juvenile (file)

Resolution

Number 22-0193

Adopted Date February 01, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$10,000	from #11011300-5400	(Purchased Services)
	into #11011300-5421	(Rent/Lease)
\$57,000	from #11011300-5400	(Purchased Services)
	into #11011300-5421	(Rent/Lease)
\$5,000	from #11011300-5910	(Other Expense)
	into #11011300-5940	(Travel)
\$2,500	from #11011300-5210	(Materials & Supplies)
	into #11011300-5911	(Non Taxable Meal Fringe)
\$2,500	from #11011300-5210	(Materials & Supplies)
	into #11011300-5922	(Taxable Meal Fringe)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
Board of Elections (file)

Resolution

Number 22-0194

Adopted Date February 01, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 1st day of February 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

Department	Vendor Name	Description	Amount
WAT	ZIMMER TRACTOR INC	SEW RTV-Z110CWHL-H KUBOTA	\$ 25,984.32
WAT	ZIMMER TRACTOR INC	SEW RTV-X900G-H KUBOTA	\$ 13,478.86
TEL	CDW LLC	TEL CDW BID FOR CISCO NETWORK	\$ 71,995.64
TEL	CDW LLC	TEL CDW BID FOR NIMBLE STOREAG	\$ 140,743.43
WAT	BRAKEFIRE INC	WAT FIRE MONITORING AGREEMENT	\$ 1,220.00
WAT	BRAKEFIRE INC	WAT FIRE MONITORING AGREEMENT	\$ 1,220.00
WAT	BRAKEFIRE INC	WAT FIRE MONITORING AGREEMENT	\$ 1,220.00
WAT	BRAKEFIRE INC	SEW FIRE MONITORING AGREEMENT	\$ 1,220.00

2/1/2022 APPROVED:



Tiffany Zindel, County Administrator