

Resolution

Number 24-0185

Adopted Date February 06, 2024

**HIRING MINDY ADAMS AS ADMINISTRATIVE SUPPORT, WITHIN THE
DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION**

BE IT RESOLVED, to hire Mindy Adams, as Administrative Support, within the Department of Job and Family Services, Human Services Division, full-time, non-exempt, Pay Range 10, at a pay rate of \$18.13 per hour, effective February 26, 2024, subject to negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Human Services (file)
M. Adams' Personnel file
OMB-Sue Spencer

Resolution

Number 24-0186

Adopted Date February 06, 2024

RESCINDING RESOLUTION #24-0119 WHICH AUTHORIZED THE HIRING OF EMILY TURNER AS PROTECTIVE SERVICES CASEWORKER I WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Turner did not report for work on January 29, 2024 as expected and the resolution which authorized her hiring must now be rescinded.

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #24-0119, adopted January 23, 2024, which authorized the hiring of Emily Turner within the Warren County Department of Job and Family Services, Children Services Division.

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
E. Turner's Personnel file
OMB

Resolution

Number 24-0187

Adopted Date February 06, 2024

APPROVING APPOINTMENT OF ALTERNATE MEMBERS TO THE RURAL ZONING COMMISSION AND THE RURAL ZONING BOARD OF APPEALS

BE IT RESOLVED, to approve the following appointments to the Rural Zoning Commission and the Rural Zoning Board of Appeals:

RURAL ZONING COMMISSION

Moving from the Board of Zoning Appeals:

Rex Jaeger – to fill unexpired term of Dan Jenkins
2752 S. St. Rt. 42
Lebanon, Ohio 45036

term to expire 12/31/26

RURAL ZONING BOARD OF APPEALS

Jeff Monroe – to fill unexpired term of Rex Jaeger
1655 Peach Tree Drive
Lebanon, Ohio 45036

term to expire 12/31/27

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Appointment file
RZC (file)
Appointees

Resolution

Number 24-0188

Adopted Date February 06, 2024

APPROVING NOTICE OF INTENT TO AWARD BID TO W.E. SMITH CONSTRUCTION FOR THE 2024 DRILLED PIER WALL PROJECT

WHEREAS, bids were closed at 9:30 a.m., on January 24, 2024, and the bids received were opened and read aloud for the 2024 Drilled Pier Wall Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Logan Smith, Project Engineer, W.E. Smith Construction has been determined to be the lowest and best bidder.

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 W.E. Smith Construction, 3980 Turtlecreek Road, Lebanon, Ohio, 45036 for a total bid price of \$755,957.50; and

BE IT FURTHER RESOLVED, that the Vice 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)
OMB Bid file

Resolution

Number 24-0189

Adopted Date February 06, 2024

APPROVING NOTICE OF INTENT TO AWARD BID TO FORD DEVELOPMENT CORP. FOR THE ROACHESTER-COZADDALE ROAD BRIDGE #52-4.02 REHABILITATION PROJECT

WHEREAS, bids were closed at 9:30 a.m., on January 23, 2024, and the bids received were opened and read aloud for the Roachester-Cozaddale Road Bridge #52-4.02 Rehabilitation Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Roy Henson, Bridge Engineer, Ford Development Corp. has been determined to be the lowest and best bidder.

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 , Ford Development Corp., 11148 Woodward Lane, Cincinnati, Ohio 45241 for a total bid price of \$478,171.90; and


BE IT FURTHER RESOLVED, that the Vice 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)
OMB Bid file

Resolution

Number 24-0190

Adopted Date February 06, 2024

ENTER INTO CONTRACT WITH HUSAC PAVING AND EXCAVATING INC FOR THE
FY23 SOUTH LEBANON – HOBART AVE SIDEWALK CDBG PROJECT

WHEREAS, pursuant to Resolution #24-0080 dated January 16, 2024, this Board approved a Notice of Intent to Award Bid for the FY23 South Lebanon – Hobart Avenue Sidewalks CDBG Project to Husac Paving and Excavating Inc., for a total bid price of \$53,457.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with , Husac Paving and Excavating Inc., 29064 Stout Road West, Harrison, Indiana, for a total bid price of \$53,457.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

kp/

cc: c/a— Husac Paving and Excavating Inc.
OGA (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 25 day of January, 2023, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and Husac Paving and Excavating Inc., 29064 Stout Road West, Harrison, Indiana 47060, doing business as a corporation, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

"FY23 South Lebanon – Hobart Ave Sidewalk CDBG Project"

hereinafter called the project, for the sum of

Fifty-Three Thousand, Four Hundred Fifty-Seven Dollars and No Cents (\$ 53,457.00) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at

his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. General Contract Conditions
- D. Technical Specifications
- E. Proposal Forms
 - Affidavit of Non-Delinquency of Personal Property Taxes
 - Bid Guarantee and Contract Bond
 - Non-collusion Affidavit
- F. Contract Forms
 - Notice of Award and Acceptance
 - Notice to Proceed and Acceptance
 - Change Order
- G. Conflict of Interest
 - Special Conditions Pertaining to Hazards Safety
 - Standards and Accident Prevention
 - Special Equal Opportunity Provisions (Section 3 Compliance)
 - Certifications of Compliance with Air and Water Acts
 - Architects Certification of Compliance with Minimum Standards for Accessibility by the Physically Handicapped
 - Designers Certification of Compliance with Minimum Standards or Accessibility by the Physically Handicapped
- H. Federal Labor Standards
 - Prevailing Wage Rates

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and to fully complete the project within 60 days. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

Upon completion of said project, the CONTRACTOR shall submit an invoice to the OWNER. Upon approval by the Project Engineer, the submittal of a contractor's affidavit, and all prevailing wage reports, the OWNER shall make payment to the CONTRACTOR.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney fees, litigation expenses, suits at law or in equity, causes of actions, actions, damages, and obligations arising from (a) negligent reckless or willful and wanton acts, errors, omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

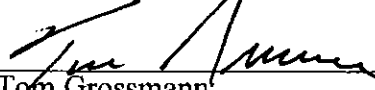
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

CONTRACTOR shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and Equal Employment Opportunity (EEO) requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and OWNER, nor create any obligations on the part of the OWNER to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

(Seal)

WARREN COUNTY BOARD OF COMMISSIONERS

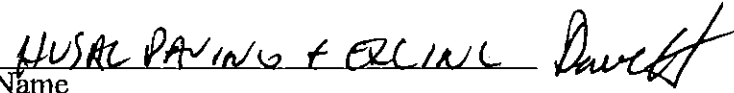


Tom Grossmann

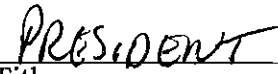
(Seal)
ATTEST:

CONTRACTOR

Name



Name



Title

APPROVED AS TO FORM:



Assistant County Prosecutor

Resolution

Number 24-0191

Adopted Date February 06, 2024

ISSUING A REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR WATERLINE AND SANITARY SEWER DESIGN SERVICES FOR 2024 THROUGH 2026 AND APPOINT A REVIEW COMMITTEE

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizes the need to develop detailed construction plans, specifications, and surveying services for the construction of waterline and sanitary sewer projects throughout the County for the planning years of 2024 through 2026; and

WHEREAS, it is necessary to procure the services of consulting engineering firms to develop plans for the aforementioned waterline and sanitary sewer improvement needs; and

WHEREAS, Section 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of consulting engineering firms for the development of studies, plans, specifications, and bid documents; and

WHEREAS, the County Sanitary Engineer requests this Board appoint a committee of three to six members to review engineering qualification submittals, with the size of the committee to be determined based on the availability of the members; and

WHEREAS, the County Sanitary Engineer recommends said committee be comprised of the Superintendent of Water Distribution, Sewer Collections Superintendent, the Deputy Sanitary Engineer, Sanitary Engineer, and Water & Wastewater Staff Engineer.

NOW THEREFORE BE IT RESOLVED, to issue a request for qualifications for engineering services for the design of waterline and sanitary sewer design projects on an as-needed basis from 2024 through 2026; and

BE IT FURTHER RESOLVED, to appoint a review committee, as described above, to review the RFQ submittals.

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Water/Sewer (file)
Project File
OMB Bid file

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 24-0192

Adopted Date February 06, 2024

ENTERING INTO AN AGREEMENT WITH MILLENNIUM BUSINESS SYSTEMS LLC ON BEHALF OF WARREN COUNTY BUILDING & ZONING DEPARTMENT

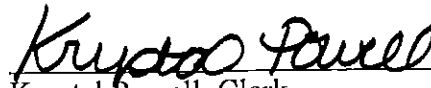
BE IT RESOLVED, to enter into an agreement with Millennium Business Systems LLC, on behalf of Warren County Building & Zoning Dept., regarding the purchase of the Sharp BP – 70C31 color/B&W/copier/ printer/scanner; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Millennium Business Systems, LLC
Building & Zoning (file)




Millennium Business Systems
 1320 Kemper Meadow
 Drive Suite 500
 Cincinnati, OH 45240
 Phone (513) 924-9600
 www.mbsinc1.com

Tuesday, December 12, 2023

Warren County Building & Zoning

REVISED

Proposed Equipment

QTY	Model	Description
1	BP - 70C31 	31 Page Per Minute Digital Color Copier-Based MFP, 10.1" High-Res touch-screen color LCD, retractable keyboard, 256 GB solid state drive w/ document filing system, network printing, 300 sheet Single Pass Automatic Document Feeder, Inner finisher (stapler), hole punch kit, network color scanning, auto duplexing, (2) 550 sheet paper drawers and 100 sheet bypass tray.

Procurement

Purchase Price
\$6,803.00

Comprehensive Maintenance Agreement

The maintenance agreement is billed at the following rates:

Cost per black and white print is \$0.007 (\$7.00 per 1,000 prints)

Cost per color print is \$0.04 (\$4.00 per 100 pages)

Our agreement includes parts, labor, image drums, and consumable supplies, preventative maintenance (excludes paper and staples)

Thank you for the opportunity to submit a proposal for your copier needs. Please contact us if you have any questions or need additional information at (513) 924-9600.

Sincerely,


 David G. Bartlow
 Millennium Business Systems

Prices Quoted Are Valid For 30 Days
 Prices Do Not Include Sales Tax
 Hardware, Delivery, Software Set Up and Installation Included



Total Print Management Agreement

FTG Entity Address:

CUSTOMER INFORMATION

Bill To:
 Name: Warren County Building / Zoning Dpt.
 Contact Phone: (513) 695-1295
 Address: 406 Justice Drive
 City, State, Zip: Lebanon, OH 45036
 Meter Contact: Anna Helton
 Suite/Room #:
 E-mail: anna.helton@co.warren.oh.us

Equipment Location:
 Name: Same
 Contact Phone:
 Address:
 City, State, Zip:
 Meter Contact:
 Suite/Room #:
 E-mail:

AGREEMENT DETAILS

Term: 60 Months
 Monthly Volume: BW: Color:
 Cost Per Print:
 Cost Per Print: BW: \$0.007 Color: \$0.04 See Grouped Pool
 Customized Billing (Y/N): N
 Overages:
 Overages: BW: \$0.007 Color: \$0.04 See Grouped Pool
 Monthly Payment: Service Response Time:
 Billing Frequency: Monthly Overage Billing Frequency: Monthly
 Comments: Sharp BP - 70C31
 Please add this device to contract # MIL_CONT3724-01
 [REDACTED]

CUSTOMER ACCEPTANCE

THE TERMS AND CONDITIONS ATTACHED HERETO ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NEITHER PARTY IS AUTHORIZED TO CHANGE, ALTER OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES

Customer: Warren County Building / Zoning Dpt.
 Print Name:
 Signature:
 Date: X 1/22/24

Supplier: Millennium Business Systems
 Print Name: Veneta Dese Varnes
 Signature: X
 Date: X 1/23/24

Terms & Conditions

1. **AGREEMENT:** This Agreement will become effective between the customer ("Customer") and supplier ("Supplier") listed on the cover page upon execution by both parties (the "Effective Date"). This Agreement may cover devices installed by Supplier ("Installed Devices") and/or the onboarding of devices already in customer's possession ("Preexisting Devices"). Installed Devices and Preexisting Devices may collectively be referred to herein as "Devices". The period from the Effective Date through the date all Installed Devices are installed and/or the date all Preexisting Devices are onboarded, as applicable, is the "Implementation Period". To the extent any device is leased, the applicable lease will not begin until after the end of the Implementation Period.
2. **ITEMS INCLUDED:** The pricing set forth on the cover page of this Agreement includes the following as applicable: unlimited service calls, parts (as classified by the manufacturer) and consumable supplies (maintenance kits, transfer kits, fuser kits, process kits, developer imaging drums and toner) based on Average Supply Consumption (defined in Section 8(a)), and service and parts as may be required for normal use of scanning functions on a multifunction/MFP device.
3. **ITEMS EXCLUDED:** Except as specified, service and maintenance under this Agreement excludes the following:
 - a. Paper and staples, external cards, hard drive wipes/destruction (unless otherwise agreed), software, firmware updates/ upgrades (unless otherwise agreed), connected hardware, envelope feeders, network and power cords;
 - b. Damage due to fire, accident, theft, or arising out of or caused by (i) misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, (ii) use of equipment beyond Original Equipment Manufacturer's ("OEM") specifications, (iii) movement of the Device by anyone other than an authorized Supplier representative; and (iv) use of supplies, parts, or paper not meeting manufacturer's specifications causing excessive service calls. Repair/replacement of these items will be charged a service fee of \$35 per call, plus the then-current hourly rate for labor, billed in 15-minute increments and for labor, including travel time (the "Hourly Rate"), plus cost of parts;
 - c. Excess Supply Consumption (defined in Section 8(a));
 - d. Reconditioning (defined in Section 6);
 - e. Charges for installation or removal of the Device or third-party modifications to software or hardware; and
 - f. Network connected equipment is covered up to the network connection of the Device. Onsite service calls caused by computer or network issues will be charged at the Hourly Rate.
4. **SERVICE:** Except as set forth in Section 3, Supplier shall provide hardware service and maintenance on the Devices. Preventative maintenance will be performed based on the OEM's recommended interval. Supplier's service and maintenance are subject to the following:
 - a. Supplier guarantees a quarterly average response time as specified on the front of this Agreement ("Service Response Time").
 - b. Supplier reserves the right to inspect each Preexisting Device to determine if it is in good mechanical condition. Should any Preexisting Device require repair with costs exceeding the fair market value of the Device, Customer may either replace the Preexisting Device or pay to repair it. Any repairs will be performed only upon agreement of both parties.
 - c. Supplier reserves the right to reset supply items (i.e. fuser and maintenance kits) in lieu of replacement, as long as printer functionality and print quality are not affected.
 - d. Customer must notify Supplier of the relocation of any Device. For equipment larger than a desktop Device, Customer should contact Supplier to prepare the Device for relocation and to reinstall the Device following relocation. Labor and, if applicable, delivery fees will be quoted for Customer's approval prior to providing any service. If anyone other than Supplier or its authorized representative moves the Device, Supplier reserves the right to inspect the Device in its new location. If repairs are necessary as a result of the relocation, Supplier will provide a quote to repair the Device. Upon Customer's authorization, Supplier will make the repair and continue services with respect to that Device.
 - e. Supplier does not guarantee parts will be available during the term of the Agreement. Should some or all parts become unavailable and no longer supported by the OEM, the Device shall be considered "End of Life". In this situation, Supplier may be unable to perform all or some of the services. In such case, Supplier shall only be responsible to make commercially reasonable efforts to maintain and service that Device.
 - f. All service under this Agreement shall be rendered during normal working hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, local time, excluding national holidays ("Business Hours"), unless otherwise agreed upon by both parties. Travel and labor time for repair calls after Business Hours, ("After Hours"), if and when available, shall be charged to Customer at \$300/hour for labor, including travel time, with a minimum one-hour charge per call.
 - g. Unless otherwise agreed by the parties in writing, Customer is solely responsible for removing any and all confidential or personally identifiable information from the hard drive prior to removal or return of any Device.
5. **OPERATING REQUIREMENTS:** All Devices covered under this Agreement must adhere to the following guidelines:
 - a. Devices must be placed in a normal office setting in accordance with OEM's specifications, which includes but is not limited to an environment free from excessive dust, humidity, temperature, ammonia or other corrosive fumes. Devices must be located in an area with a sufficient amount of space for access.
 - b. Devices must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlets as specified by the OEM.
 - c. Devices should be operated within OEM usage and operational specifications.
6. **REBUILDING OR OVERHAUL:** Rebuilding or major overhauls of Devices ("Reconditioning") are not covered by this Agreement. When Supplier, in its reasonable discretion, determines Reconditioning is necessary, whether as a result of normal wear and tear or otherwise, Supplier will notify Customer and provide an estimate of the cost to perform the Reconditioning. If Customer does not authorize such Reconditioning, Supplier will provide any further service for that Device at the Hourly Rate.

7. **METERS:** Supplier utilizes software to electronically report meters and supply consumption ("Print Management Software"). Customer agrees to work with Supplier's software administrator to install the Print Management Software. Customer grants Supplier permission to upgrade, modify, or maintain the Print Management Software or to install new releases or additions. Under no circumstances will the Print Management Software provide Supplier access to Customer Information other than data directly related to the Devices on contract as per this Agreement. Customer understands and agrees that Supplier may scan IP ranges to locate Devices that have been moved to a different part of the network. Customer agrees not to delete, alter, modify, or otherwise render the Print Management Software unusable during the term of this Agreement and agrees to reinstall the software in the event their actions inadvertently affect reporting capabilities.
8. **USE & BILLING**
- a. In general, billing is based on base plus actual usage, as determined from meters. Supplier may also invoice Customer for any supplies consumed in excess of the Average Supply Consumption. "Average Supply Consumption" shall be based on the manufacturer's suggested yield and fill rate. If Customer's use of supplies during any Reconciliation Period (as defined on the cover page) exceeds 5% of the Average Supply Consumption for monochrome (BW) or 20% of the Average Supply Consumption for color, Supplier reserves the right to invoice Customer for any supplies consumed in excess of the Average Supply Consumption ("Excess Supply Consumption"). Excess Supply Consumption surcharges will be calculated as the yield of cartridges provided to Customer, in excess (number of prints), multiplied by the cost per print rate for both BW and Color yields. The parties agree to investigate the causes of Excess Supply Consumption. Supplier and Customer shall work together to explore solutions for reducing the Excess Supply Consumption and make reasonable efforts to implement such solutions.
 - b. To the extent installed Devices are used by Customer during the Implementation Period, Customer agrees to pay Supplier based on the actual metered usage of the installed Devices. As a result, Customer understands that Supplier will invoice Customer prior to the date all Devices are installed. For installed Devices that are not connected to the network, Supplier will invoice Customer based on meter reads provided by Customer and/or obtained during service. In the event Supplier is unable to obtain periodic meter reads, Supplier shall be entitled to estimate Customer's use and assess Customer a fee of up to \$25 per Device for such service. Supplier shall invoice Customer based on Supplier's estimate.
 - c. To the extent service to any Preexisting Devices begins during the Implementation Period, Customer agrees to pay Supplier based on the actual metered usage of the Preexisting Devices. As a result, Customer understands that Supplier will invoice Customer prior to the date all Devices are onboarded. For Preexisting Devices that are not connected to the network, Supplier will invoice Customer based on meter reads during service and/or usage estimates based upon the average meter history.
 - d. To the extent Customer maintains local (non-networked), low volume Devices and desires to have Supplier provide service and supplies to those local Devices, Supplier will do so for a set monthly fee per local Device (the "Program"). The local Devices in the Program (if any), as well as the monthly fee per applicable Device, are set forth in Exhibit A, attached hereto and incorporated herein by reference. The sum of the monthly fees for all Devices in the Program will be included in the Agreement billing as a pool. Customer acknowledges that invoices for Devices in this Program will be issued separate from invoices for the networked Devices to be covered under this Agreement. Any Device added or removed from the Program will be reflected on the next invoice after notification is made to Supplier. No adjustments will be made to invoices previously generated. This Program monthly fee may be adjusted at the end of each Reconciliation Period. To perform the reconciliation, Supplier will utilize the Supply Consumption Calculation set forth in Exhibit A. In the event the Supply Consumption Calculation reveals more use than budgeted, Supplier reserves the right to adjust the applicable Device fee and included volume per Device. Supplier will invoice Customer for the prior quarter's overage and provide 30 days written notice to Customer of the new monthly fee going forward.
 - e. In the event additional devices of like models to those included in the Agreement are discovered in Customer's fleet, such additional devices will be automatically added to the Agreement and initiated for coverage and billing.
 - f. In the event additional devices of dissimilar models to those included in the Agreement are discovered in Customer's fleet, or are reported by Customer for addition to the Agreement, they will be automatically added to the Agreement at the then-current rates and included for coverage and billing. Customer will have the opportunity to remove such additional devices from the Agreement 90 days from the date they were added.
 - g. All supplies remain the property of Supplier until consumed.
 - h. Services performed for Customer outside the scope of this Agreement, as well as any parts necessary to perform those services, shall be billed to Customer upon completion.
 - i. When overnight shipping is provided at Customer's request (and not due to any issue caused by Supplier), Supplier may charge for shipping and invoice such charges to Customer on a monthly basis.
 - j. If Customer does not pay all charges as provided hereunder promptly when due, Supplier may (a) terminate this Agreement; and/ or (b) furnish service on a C.O.D. per call basis at the Hourly Rate, plus cost of parts.
9. **CONTRACT ADJUSTMENT:** Supplier will invoice Customer for the payment amount set forth on the front of the Agreement. If indicated on the front of this Agreement, a custom invoice fee will be assessed. Supplier offers customized invoicing at a rate of \$100.00 per month, to be invoiced monthly, as well as on any excess usage invoice if usage overages are incurred by Customer. Usage will be reconciled on the frequency indicated in the Agreement. Customer will be invoiced for any overages multiplied by the rates indicated in the Agreement. The contracted volume can be adjusted at the end of each Reconciliation Period. Supplier reserves the right to increase Customer's monthly base usage and monthly base charge if overages exceed the monthly minimum by 20%. The contracted volume may be adjusted down to the previous Reconciliation Period's actual usage; but not to exceed 15% of the current aggregate contracted volume. At the end of the first year of this Agreement and once each successive twelve-month period, Supplier may increase its rates by a maximum of 15%.

CONFIDENTIAL

10. **REMITTANCE:** All Invoices due by Customer to Supplier under this Agreement shall be due and payable within thirty (30) days of the Invoice date, and shall not include any set-off or counterclaim amounts. Customer shall notify Supplier within twenty (20) days after receipt of the Invoice of any inaccuracy or good faith dispute. If Customer fails to timely provide notice, Customer is deemed to have accepted the Invoice. The undisputed portion of any Invoice shall accrue interest at a rate of one and one-half percent (1.5%) per month from the due date (or, if lower, the maximum rate allowed under applicable law). Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed with respect to the payment set forth on the front of this Agreement, and any overages or other charges resulting from this Agreement as may be applicable.
11. **TERM & TERMINATION:** The Initial term ("Initial Term") of this Agreement is set forth on the cover page. Thereafter, this Agreement shall automatically renew for successive additional one-year terms (each a "Renewal Term" and together with the Initial Term, the "Term"), unless a party notifies the other of its intent not to renew in writing between 90 and 150 days prior to the end of the current Term. Customer agrees to pay the rates in effect at the beginning of each Renewal Term.
 - a. **Termination for Convenience:** If Customer wishes to terminate the Agreement prior to the end of the current Term, Customer shall buy out the remainder. For Customer agreements which are billed on an actual usage-based program, the buyout will be calculated as follows: Customer's monthly average for up to 12 months preceding cancellation multiplied by the remaining term of the Agreement. If there is no request for cancellation, but all Devices are removed from service, the formula described in the preceding sentence will apply.
 - b. **Termination for Failure to Pay:** Supplier may terminate the Agreement at any time due to late or non-payment, with all remaining payments in the Term to be accelerated and become immediately due and payable. Supplier expressly reserves all other rights and remedies available to Supplier.
 - c. **Other Rights to Terminate:** If either party breaches any other material term of this Agreement, the non-breaching party shall provide written notice to the breaching party. The breaching party shall have thirty (30) days from receipt of the written notice to cure the breach. If the breach is not cured by the end of the cure period, the non-breaching party may terminate this Agreement upon written notice. The termination of this Agreement shall not discharge the liabilities of the Defaulting Party. In the event of termination by Customer, Customer is not relieved of Customer's obligation to pay the remaining balance of the lease payments due, or any other obligations of Customer under this Agreement. Customer will have the option to reassign services to a provider of its choice upon notification to FlexPrint.
 - d. Any termination of the Agreement shall be without prejudice to the rights of the parties. The parties' rights and obligations which by their nature would continue beyond the termination or expiration of this Agreement shall survive termination for any reason or expiration of this Agreement.
12. **CONFIDENTIALITY:** Confidential Information includes, without limitation, this Agreement, know-how, ideas, inventions (whether patentable or not), and other technical information, business plans, financial projections and forecasts, customer lists, pricing, and product development information. A party ("Recipient") may use the other party's ("Discloser") Confidential Information solely as necessary for its performance under this Agreement. Recipient must use all reasonable efforts to maintain the confidentiality of all Confidential Information of Discloser in its possession or control, but in no event less than the efforts Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance. Confidential Information shall not include any information, however designated, that: (a) is or subsequently becomes publicly available through no wrongful act of Recipient; (b) Recipient can demonstrate was already known to Recipient at the time of disclosure; (c) is rightfully received by Recipient from a third party without restriction on disclosure and without breach of this Agreement; (d) Recipient can demonstrate has been independently developed by Recipient without the use of any of the Confidential Information, by personnel who had no access or exposure to the Confidential Information; or (e) is released by Discloser to any third party without imposing similar restrictions. The Parties agree that, notwithstanding the termination of this Agreement for any reason whatsoever, the obligation to maintain the confidentiality of the Confidential Information shall survive this Agreement.
13. **LIMITATION OF LIABILITY:** This is a service agreement. Other than the obligations set forth herein, Supplier disclaims all warranties, expressed or implied, including but not limited to any and all implied warranties of merchantability, of fitness for a particular purpose, and of use. In no event shall Supplier be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, of for commercial losses from any cause, including but not limited to loss of profit or revenues (except as otherwise expressly set forth in this agreement), loss of data or information, interruption of services or operation, whether or not Supplier has received notice of the possibility of such damages or losses. In no event shall Supplier's total accumulated liability exceed thirty percent (30%) of the payments received from Customer during the Initial Term.
14. **INDEMNIFICATION:** Except as otherwise limited by the Limitation of Liability Section above, each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other, its affiliates and assigns, and its and their officers, employees, directors and agents from and against all third party claims alleging losses, damages, claims, demands, causes of action, debt or liability, and expenses (including reasonable attorneys' fees and costs), whether based in contract or tort (including strict liability), to the extent arising out of or resulting from (a) personal injury or property damage to the extent caused by the fault or negligence of the Indemnifying Party or any of its personnel, or (b) any willful, intentional or negligent action or failure to act by the Indemnifying Party, its personnel, or its agents.
15. **TITLE AND RISK OF LOSS:** Risk of loss shall pass to Customer upon delivery. Title to parts and supplies shall pass to Customer upon receipt of payment in full by Supplier. Title to Devices shall pass to Customer as follows:
 - a. If Customer is purchasing the Device, title will pass to Customer upon receipt of payment in full by Supplier.
 - b. If Customer is renting the Device, title will remain with Supplier and Customer shall return the Device in the same condition as when provided (normal wear and tear excepted) upon expiration of the rental.
 - c. If Customer is leasing the Device, the applicable leasing agreement will control.

CONFIDENTIAL

16. **ASSIGNMENT:** This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, either party may assign this Agreement without consent to: (a) any entity, which directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such party; or (b) any purchaser of all or substantially all of such party's assets or to any successor by way of merger, acquisition, consolidation or similar transaction. Subject to the foregoing, this Agreement will inure to the benefit of and bind all successors, assigns, receivers and trustees of the respective parties hereto.
17. **SUBCONTRACT:** Supplier shall be entitled to subcontract all or any part of this Agreement to competent Subcontractor(s) provided said Subcontractor(s) perform the subcontracted obligations in full accordance with the terms of this Agreement.
18. **GOVERNING LAW, DISPUTE RESOLUTION, & JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions. Notwithstanding any provision of this Agreement, the United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to this Agreement.
 - a. Subject to each Party's right to seek injunctive or equitable relief in a court of competent jurisdiction, the Parties agree to attempt to resolve all disputes under this Agreement through meetings between the respective project managers. If unsuccessful, the Parties agree to escalate the dispute for negotiation among senior executive officers of both Parties. If unsuccessful, either Party may submit the dispute to the appropriate court in Arizona.
 - b. Subject to the dispute resolution procedures set forth above, any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity hereof shall be brought in any state or federal court located within the state of Arizona, County of Maricopa, and each of the Parties consent to such jurisdiction of such courts and waives any objection to the venue laid therein.
 - c. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD-PARTY CLAIM, OR OTHERWISE.
19. **FORCE MAJEURE:** Supplier shall not be responsible for delays or inability to provide service calls due to strikes, accidents, act of God or any other events or conditions beyond its reasonable control.
20. **NOTICE:** All notices required to be given by one Party to another shall be deemed properly given if reduced to writing and personally delivered or sent by certified mail or overnight delivery by a nationally recognized courier, postage prepaid, and shall be effective upon receipt if sent to Customer at the address listed on the Cover Page, or if sent to Supplier at: FTG General Counsel, 2845 N. Omaha St., Mesa, AZ 85215.
21. **NO RESALE OR EXPORT:** Customer shall not resell Devices or parts provided under this Agreement to any third party or export them to any region beyond the United States without prior written consent of Supplier and compliance with all relevant import and export laws.
22. **NO EMPLOYEE SOLICITATION:** Customer agrees that, until the date that is six (6) months after termination of this Agreement, it shall not induce or attempt to induce any Supplier employee to terminate employment. Nothing in this Section shall prohibit Customer from making general employment solicitations in the media or over the Internet and hiring any person responding to such general solicitations.
23. **WAIVER; RELEASE:** No delay on the part of either party in exercising any of its rights hereunder, failure to exercise such rights, or the acquiescence or knowledge thereto shall operate as a release or waiver except in the specific instance for which it is expressly given. None of the terms, conditions or provisions of the Agreement shall be held to have been changed, waived, varied, modified, or altered by any act or knowledge of either party, their respective agents, servants, or employees.
24. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, then the remaining provisions of this Agreement shall remain in full force and effect.
25. **MODIFICATIONS:** No modification, amendment, or variation to this Agreement or any part thereof shall be valid unless it is made in writing and signed by authorized representatives of both parties.
26. **ENTIRE AGREEMENT:** This Agreement, together with the attached cover page, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes and replaces all prior communications, agreements, and representations, whether oral or written.

[Remainder of page intentionally blank]

**AMENDMENT #1 TO THE TOTAL PRINT MANAGEMENT AGREEMENT
BY AND BETWEEN MILLENNIUM BUSINESS SYSTEMS, LLC AND WARREN COUNTY
BUILDING/ZONING DPT.**

This Amendment #1 (this "**Amendment**") is entered into effective contemporaneous with the Total Print Management Agreement (the "**Agreement**"), by and between Millennium Business Systems, LLC ("**Millennium**") and Warren County Building/Zoning Dpt. ("**Customer**").

WHEREAS, Customer and Millennium have entered into the Agreement; and

WHEREAS, Customer and Millennium wish to amend certain terms and conditions of the Agreement.

NOW THEREFORE, in consideration of the mutual obligations herein contained and intending to be legally bound, the parties agree as follows (with the capitalized terms having the same meaning as set forth in the Agreement unless otherwise specified herein):

1. The foregoing recitals are hereby incorporated by reference. This Amendment is hereby incorporated into the Agreement.

2. Section 9 of the Agreement (**Contract Adjustment**) is hereby amended by changing the last sentence in the paragraph to read as follows: "Supplier may increase base price by 10% after the initial 12-month term."

3. Section 10 of the Agreement (Remittance) is hereby amended by adding the following language to the end of the last sentence: "unless Customer provides copy of sales tax exemption form."

4. Section 12 of the Agreement (Confidentiality) is hereby amended by adding the following to the end of the penultimate sentence in the paragraph:

(t) documents, including this Agreement, that are required to be released as a public record as defined by the Ohio Public Record Act.

5. Section 14 of the Agreement (Indemnification) is hereby deleted in its entirety.

6. Section 18 of the Agreement (Governing Law, Dispute Resolution & Jurisdiction) is hereby deleted in its entirety and replaced with the following:

18. GOVERNING LAW, DISPUTE RESOLUTION, & JURISDICTION: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws provisions. Notwithstanding any provision of this Agreement, the United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to this Agreement.

a. Subject to each Party's right to seek injunctive or equitable relief in a court of competent jurisdiction, the Parties agree to attempt to resolve all disputes under this Agreement through meetings between the respective project managers. If unsuccessful, the Parties agree to escalate the dispute for negotiation among senior executive officers of both Parties. If unsuccessful, either Party may submit the dispute to the appropriate court in Ohio.


b. Subject to the dispute resolution procedures set forth above, any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity hereof shall be brought in any state or federal court located within the State of Ohio and each of the Parties consent to such jurisdiction of such courts and waives any objection to the venue laid therein.

c. **EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, TIDRD-PARTY CLAIM, OR OTHERWISE.**

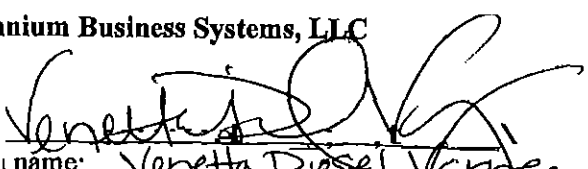
7. Except as amended by this Amendment, all the original terms and provisions of the Agreement shall continue in full force and effect. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their proper officers or other authorized representatives.

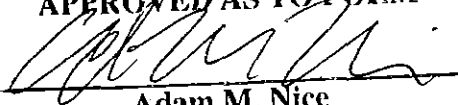
Warren County Building/Zoning Dpt.

By: 
Printed name: Tom Grossman
Title: President/Vice President
Date: 2-6-24

Millennium Business Systems, LLC


Printed name: Venetta Diesel Vantey
Title: VP/General Manager
Date: 2-6-24

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

SHARP.

Sharp Sourcewell Contract Purchase Order
 Sharp Contract # 030321-SEC
 7/1/2021 - 4/19/2026



Selling Dealer Information		Customer Information	
Dealership	<u>Millennium Business Systems</u>	Account Name	<u>Warren County</u>
Account #	<u>188679</u>	Member ID	<u>8820</u> (Required)
		Member ID Lookup	<u>Sourcewell Vendor Portal</u>
Address	<u>11085 Montgomery Road</u>	Contact	<u>Anna Helton</u>
City, State Zip	<u>Cincinnati, OH 45249</u>	Delivery Address	<u>406 Justice Drive</u>
Phone	<u>(513) 824-9600</u>	City State Zip	<u>Lebanon, OH 45036</u>
)	<u>afeltner@getmillennium.com</u>	Phone	<u>(513) 695-1295</u>
		Email	<u>anna.helton@co.warren.oh.us</u>

Purchase Order Information

Dealer PO # _____ Customer PO # (if applicable) _____

Model #	Unit Price	Qty	Price Extension
Sharp BP - 70C31		1	
BP - DE12		1	
BP - FN11		1	
MX - PN14B		1	
			TOTAL

DEALER & CUSTOMER SIGNATURE REQUIRED PRIOR TO ORDER PLACEMENT

Dealer Printed Name Customer Printed Name
 X *[Signature]* X *[Signature]*
 Dealer Signature & Date Customer Signature & Date

ADDITIONAL INFORMATION

End User PO Attached YES NO
(Customer signature required if PO isn't attached)

Payment (please select ONE)
 Bill End User
 Bill Dealer / Certified Channel Reseller
 Financed Order
Financed Orders require copies of lease documents. If it is intended for the Lease Company to pay Sharp directly, a Pay Proceeds Document is required. Note that lender is subject to credit approval.

Dealer Ship To Information (specify if different from above)

Ship to Dealer _____ City _____ State _____

Acct # _____

Send PO to: SNAPCustomerService@sharpsec.com

Order Status:
 For Order Information, visit <https://b2b.sharpmencas.com>
 Tech Data Inquiries, email: ISCS.Sharp@techdata.com

All Other Inquiries: (incl RAs and reships)
SNAPCustomerService@sharpsec.com

(EMAIL MUST INCLUDE SHARP ORDER NUMBER)

Resolution

Number 24-0193

Adopted Date February 06, 2024

APPROVING ADDENDA TO AGREEMENT WITH BEECH ACRES RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

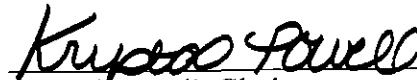
BE IT RESOLVED, to approve the addenda to agreement with Beech Acres relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Beech Acres
Children Services (file)

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Warren County Children Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Warren County Children Services
416 S East St
Lebanon, OH 45036

And Beech Acres hereinafter "Provider," whose address is:

Beech Acres
615 Elsinore Pl Ste 500
Cincinnati, OH 45202

Collectively the "Parties".

Contract ID: 19329274

Originally Dated: 06/01/2023 to 05/31/2024

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

Addenda Number 1:


Addenda Reason:	Amount
Addenda Begin Date:	12/01/2023
Addenda End Date:	
Increased Amount:	\$50,000.00
Article Name:	

Addenda Reason Narrative:

Need to increase the amount of the original contract by \$50,000 to cover future invoices.

SIGNATURE OF THE PARTIES

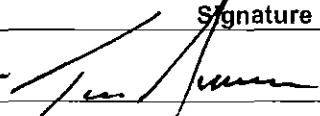
Provider: Beech Acres

Print Name & Title	Signature	Date
Brittany Speed CFO/COO		1/16/24


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		1-29-24

Additional Signatures

Print Name & Title	Signature	Date
Tom Grossmann vice president*		2-6-24

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 24-0194

Adopted Date February 06, 2024

APPROVING ADDENDA TO AGREEMENT WITH MID-WESTERN CHILDREN'S HOME
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addenda to agreement with Mid-Western Children's Home relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Mid-Western Children's Home
Children Services (file)

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Warren County Children Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Warren County Children Services
416 S East St
Lebanon, OH 45036

And Mid-Western Children's Home hereinafter "Provider," whose address is:

Mid-Western Children's Home
4585 Long Spurling Rd
Pleasant Plain, OH 45162

Collectively the "Parties".

Contract ID: 19329074

Originally Dated: 06/01/2023 to 05/31/2024

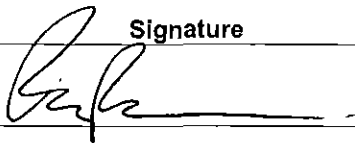
Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

Addenda Number 1:

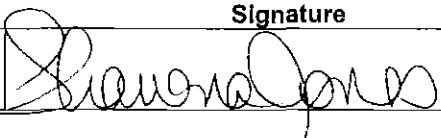
Addenda Reason:	Amount
Addenda Begin Date:	12/01/2023
Addenda End Date:	
Increased Amount:	\$50,000.00
Article Name:	
Addenda Reason Narrative:	
Need to increase the original contract amount by \$50,000 to cover future invoices.	

SIGNATURE OF THE PARTIES

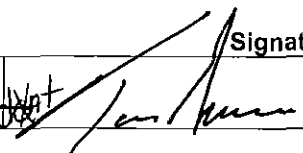
Provider: Mid-Western Children's Home

Print Name & Title	Signature	Date
Bamy Boveri Exec Dir		1-17-24


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shauna Jones, Director		1-29-24

Additional Signatures

Print Name & Title	Signature	Date
Tom Grossmann Vice President		2-6-24

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 24-0195

Adopted Date February 06, 2024

ENTERING INTO AN EXCLUSIVE TEMPORARY EASEMENT WITH KATHLEEN M. SCHAFFER FOR THE TOWNSHIP LINE ROAD BRIDGE #134-3.76 REPLACEMENT PROJECT

WHEREAS, in order to improve Township Line Road Bridge #134-3.76 it is necessary to construct a bridge replacement project and in order to do this work it is necessary to enter onto property, which is owned by Kathleen M. Schaffer, an unmarried woman; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain a temporary easement from the property owner; and

WHEREAS, the land for the temporary easement is as follows:

Temporary Easement – 0.0046 acres

WHEREAS, the negotiated price for the temporary easements is \$450.00.

NOW THEREFORE BE IT RESOLVED, to enter into a temporary easement agreement and temporary construction easements, copies of which are attached hereto and made a part hereof, with Kathleen M. Schaffer, an unmarried woman, for the Township Line Road Bridge Replacement project for the sum of \$450.00.

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Schaffer, Kathleen M.
Engineer (file)
Easement file

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #09-18-100-016 (Pt.)**

ARTICLES OF AGREEMENT

This Agreement is entered into the date stated below by Kathleen M. Schaffer FKA Kathleen M. McDonald, unmarried, whose tax mailing address is 6934 Township Line Road, Waynesville, Ohio 45068 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive and temporary easement for the Township Line Road Bridge #134-3.76 Replacement Project, being a part of a public roadway open to the public without charge.

That the Grantor, for and in consideration of the sum of Four Hundred and Fifty Dollars (\$450.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, an exclusive and temporary easement for the purpose of constructing and maintaining the necessary project improvements, in, on, over and under lands situated in Section 18, Town 4, Range 4, M.R.S., Wayne Township, Warren County, State of Ohio, and limited to the area more particularly described as follows:

EXCLUSIVE & TEMPORARY EASEMENT LEGAL DESCRIPTION

See Exhibit "A" for details.

See Exhibit "B" for drawing.

Upon completion of the project, the Grantee agrees to restore any disturbed 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.

This Temporary Easement 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 Township Line Road Bridge #134-3.76 Replacement Project or December 31, 2025, whichever comes first.

Grantors waive an appraisal and/or summary of an appraisal required by Ohio Rev. Code § 163.04 (C), as permitted by the policy of the Warren County Board of Commissioners, adopted as Resolution No. 15-0377.

[the remainder of this page is blank]

GRANTOR

IN EXECUTION WHEREOF, Kathleen M. Schaffer FKA Kathleen M. McDonald, the Grantor herein, unmarried, who consents hereto, have hereunto set her hands on the date stated below.

SIGNATURE: 

PRINTED NAME: Kathleen M. Schaffer FKA Kathleen M. McDonald

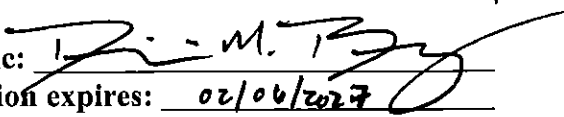
DATE: 1/17/24

STATE OF Ohio, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 17th day of JANUARY, 20 24, before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to me to be Kathleen M. Schaffer FKA Kathleen M. McDonald, the Grantor in the foregoing Agreement, and acknowledged the signing thereof to be 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.



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/2027
Recorded in
Warren County

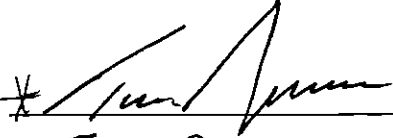
Notary Public: 
My commission expires: 02/06/2027

[continued on next page for signature]

GRANTEE

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

Grantee:

Signature: 

Printed Name: Tom Grossmann

Title: Vice President

Date: 2-6-24

STATE OF OHIO, WARREN COUNTY, ss.

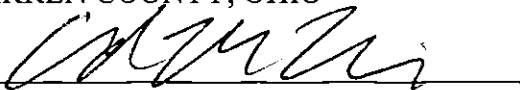
BE IT REMEMBERED, that on this _____ day of _____, 20__ before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be _____, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing 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: _____

My commission expires: _____

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: 

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



Exhibit "A"

**Kathleen M. Schaffer
Temporary Easement – 6T
For Township Line Road Bridge
(Bridge No. 134-3.76)
PIN #09-18-100-016**

Situated in Section 18, Town 4, Range 4, M.R.S., Wayne Township, Warren County, Ohio, along the east side of Township Line Road, being part of a 1.0364 acre tract conveyed to Kathleen M. Schaffer, Grantor, by deed recorded in Document #2021-053646 in the Warren County Recorder's Office and being more particularly described as follows:

Commencing at the grantor's southwest corner, being in the west line of Section 18;

Thence with the grantor's south line, South 81°04'59" East, a distance of 30.07 feet to a point in the existing east right of way line for Township Line Road (60' R/W) and the **Principal Point of Beginning** for this description;

Thence with said existing east right of way line, North 05°01'02" East, a distance of 23.49 feet to a point in the herein described Temporary Easement;

Thence through the grantor's property, with the herein described Temporary Construction Easement, for the following two courses:

1. South 84°58'59" East, a distance of 8.50 feet to a point;
2. South 05°01'02" West, a distance of 24.07 feet to a point in the grantor's south line;

Thence with the grantor's south line, North 81°04'59" West, a distance of 8.52 feet to the **Principal Point of Beginning**, containing 0.0046 acre (202 square feet), more or less,

The bearings for this description are based on Ohio State Plane Coordinates, South Zone, NAD83(2011) by GPS utilizing ODOT VRS.

This legal description is based on a survey completed by LJB Inc. in May of 2020 for the Township Line Road Bridge over Newman's Run Project in Wayne Township and Clearcreek Township. This survey references right of way lines established by said survey. This legal description was prepared by David Hulsmeyer, P.S. (Ohio Registration Number 8548) of LJB Inc., 2500 Newmark Drive, Miamisburg, Ohio 45342.

SITUATE IN:
 SECTIONS 18 & 24. TOWN 4. RANGE 4. M.R.S.
 CLEARCREEK TOWNSHIP
 WAYNE TOWNSHIP
 WARREN COUNTY, OHIO

NORTH & BEARING SYSTEM ARE
 BASED ON OHIO STATE PLANE
 COORDINATES, SOUTH ZONE
 NAD83 (2011) BY GPS UTILIZING
 ODOT VRS

SEC. 24, T.4, R.4, M.R.S.
 CLEARCREEK TOWNSHIP

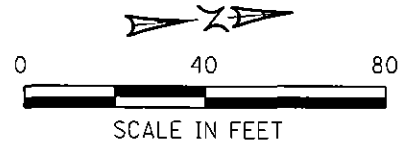
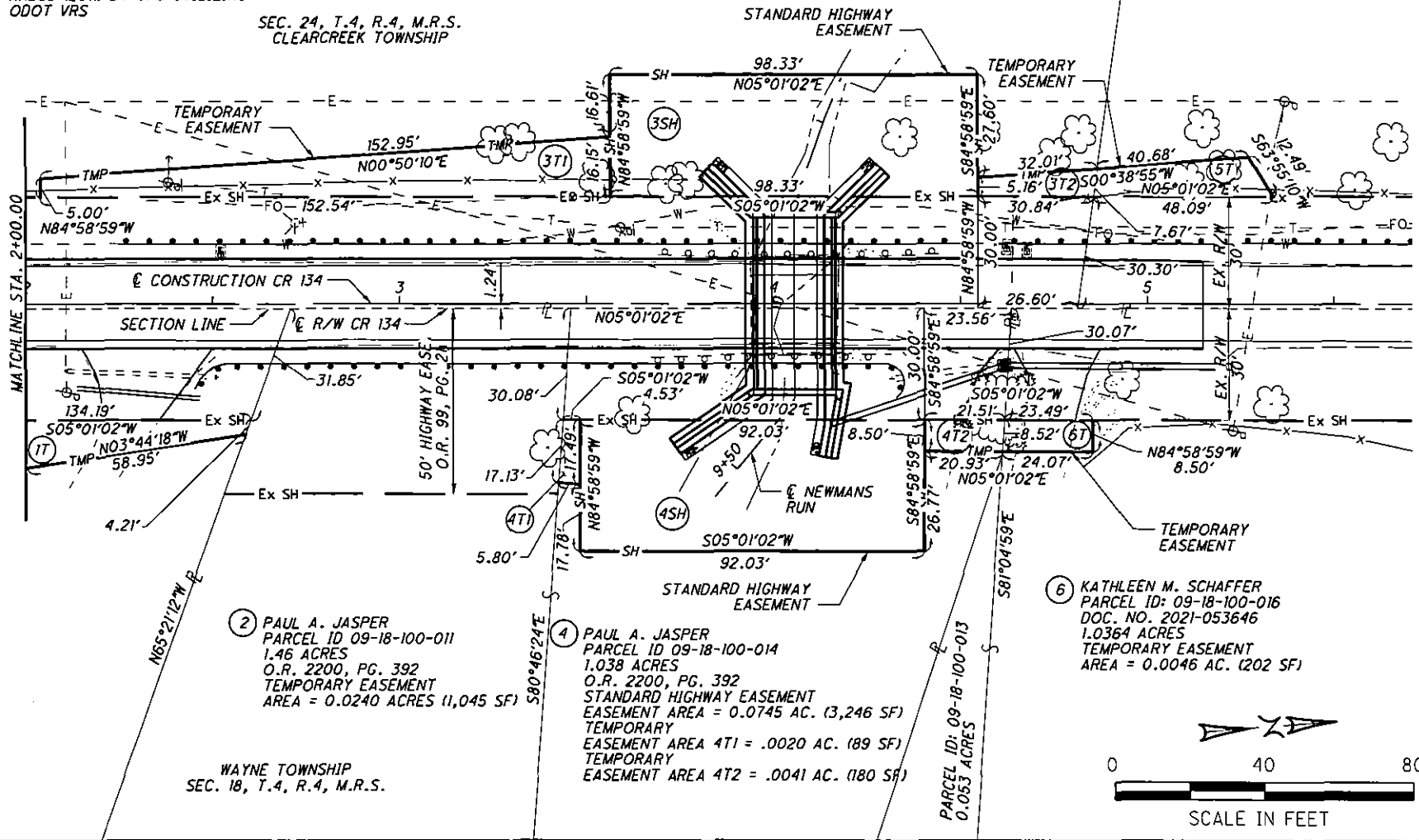
③ DALE R. PLEIMANN &
 SUSAN HUFF PLEIMANN
 PARCEL ID: 09-24-200-003
 DOCUMENT #2021-029039
 30.59 ACRES
 STANDARD HIGHWAY EASEMENT
 EASEMENT AREA = 0.0740 AC. (3221 SF)
 TEMPORARY
 EASEMENT AREA 3T1 = 0.0370 AC. (1613 SF)
 TEMPORARY
 EASEMENT AREA 3T2 = 0.0046 AC. (199 SF)

⑤ ERIN JOY BRODIE MORGAN
 PARCEL ID: 09-24-200-002
 DOC. NO. 2020-022017
 9.957 ACRES
 TEMPORARY EASEMENT
 AREA = 0.0094 AC. (410 SF)

② PAUL A. JASPER
 PARCEL ID 09-18-100-011
 1.46 ACRES
 O.R. 2200, PG. 392
 TEMPORARY EASEMENT
 AREA = 0.0240 ACRES (1,045 SF)

④ PAUL A. JASPER
 PARCEL ID 09-18-100-014
 1.038 ACRES
 O.R. 2200, PG. 392
 STANDARD HIGHWAY EASEMENT
 EASEMENT AREA = 0.0745 AC. (3,246 SF)
 TEMPORARY
 EASEMENT AREA 4T1 = .0020 AC. (89 SF)
 TEMPORARY
 EASEMENT AREA 4T2 = .0041 AC. (180 SF)

⑥ KATHLEEN M. SCHAFER
 PARCEL ID: 09-18-100-016
 DOC. NO. 2021-053646
 1.0364 ACRES
 TEMPORARY EASEMENT
 AREA = 0.0046 AC. (202 SF)



LJB Inc. - 2600 Newmark Drive Marietta, OH 45754 (937) 239-9000 fax • (937) 258-5100 fax • LJBinc.com	
PROJECT: MAR CR 134-03.76	JOB#: 0115436A.00
PROPOSED EASEMENT: EXHIBIT "B"	DATE: 05/15/2023
DSGN: JLM	DRWN: JLM
CHKD: DH	SHEET NO: 2 / 2
SCALE: 1"=40'	

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 24-0196

Adopted Date February 06, 2024

ENTERING INTO A LEASE AGREEMENT WITH PITNEY BOWES GLOBAL FINANCIAL SERVICES, LLC., ON BEHALF OF THE WARREN COUNTY PROBATE COURT

BE IT RESOLVED, to enter into a lease agreement with Pitney Bowes Global Financial Services, LLC., on behalf of the Warren County Probate Court.

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a - Pitney Bowes Global Financial Services, LLC
Juvenile (file)



NASPO ValuePoint FMV Rental Agreement (Option B)

--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
WARREN COUNTY PROBATE COURT	316000058

Sold-To: Address
 900 Memorial Dr, Lebanon, OH, 45036-2443, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Laura Schnecker	(513) 695-1615	0011511827

Bill-To: Address
 900 Memorial Dr, Lebanon, OH, 45036-2443, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
		0011559492	

Ship-To: Address
 900 Memorial Dr, Lebanon, OH, 45036-2443, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Laura Schnecker	(513) 695-1615	0011511827

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SHIPPING360	Shipping 360
1	OVERAGEVOL1	Overage Volume Band 1 - \$0.15 Per Piece
1	PS-PRO-C	PS Pro - 500 Transactions Per Month
6	SL-397-D	70lb Integrated USB Scale
	SSSD	Implementation Day Rate
1	STDSLA	Standard SLA-Equipment Service Agreement (for Shipping 360)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 243.23	\$ 729.69

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.
 If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058806, RSI008354

State/Entity's Contract#

** Tom Grossmann*
Lessee Signature

Tom Grossmann
Print Name
Vice President
Title

2-6-24
Date

Email Address

Lori Rossio
Pitney Bowes Signature

Lori ROSSIO
Print Name
Government Mgmt Account Manager
Title

1/25/24
Date

Sales Information

Lori Rossio

lori.rossio@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

APPROVED AS TO FORM

Adam M. Nice

Adam M. Nice
Asst. Prosecuting Attorney



**MAILROOM EQUIPMENT, SUPPLIES &
MAINTENANCE**

Led by the State of Arizona

Master Agreement #: CTR058808

Contractor: **PITNEY BOWES INC.**

Participating Entity: **STATE OF OHIO**

The Participating Entity is also referred to as the Contracting Agency.

A Purchasing Entity may also be referred to as an Ordering Agency.

The following products or services are included in this contract portfolio:

- *All products, services, and accessories listed on the Contractor page of the NASPO ValuePoint website as of May 14, 2022, as amended from time to time on the NASPO VP website.*

MASTER AGREEMENT TERMS AND CONDITIONS:

1. Scope: This addendum covers the NASPO ValuePoint Master Agreement for Mailroom Equipment, Supplies and Maintenance led by the State of Arizona for use by state agencies and other entities located in the Participating State of Ohio authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. The NASPO ValuePoint Master Agreement may also be referred to as the Consortium Agreement elsewhere in this Participating Addendum.
2. Participation: The NASPO ValuePoint Master Agreement referenced above may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized by an individual state's statutes to use state/entity contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. For the avoidance of doubt, non-profits and private first-responder entities are not permitted to use this Participating Addendum.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):



**MAILROOM EQUIPMENT, SUPPLIES &
 MAINTENANCE**

Led by the State of Arizona

Contractor

Name:	Art Adams, Director Government Contract Compliance
Address:	Pitney Bowes, Inc. 3001 Summer Street, Stamford, CT 06926
Telephone:	(203) 351-7866
Fax:	(203) 460-3827
Email:	art.adams@pb.com

Contractor – Government Sales Channel Director – Northeast Region

<u>Name</u>	<u>Denise Beychok - Stevens</u>
<u>Address</u>	<u>3001 Summer Street, Stamford, CT 06926</u>
<u>Telephone</u>	<u>(225) 931-8780</u>
<u>Fax</u>	
<u>E-mail</u>	<u>Denise.beychok@pb.com</u>

Lead State

<u>Name</u>	<u>Nyasha "Nye" Daley, MBA, PhD (ABD)</u> <u>Statewide Procurement Manager, Professional Services</u>
<u>Address</u>	<u>Arizona DOA-SPO, 100 N. 15th Ave, Suite 402, Phoenix, AZ 85007</u>
<u>Telephone</u>	<u>602-542-4907</u>
<u>Fax</u>	<u>602-542-5508</u>
<u>E-mail</u>	<u>nyasha.daley@azdoa.gov</u>

Participating Entity

Name:	Megan Wampler
Address:	4200 Surface Rd. Columbus, OH 43228
Telephone:	614-752-0032
Fax:	
Email:	Megan.wampler@das.ohio.gov



**MAILROOM EQUIPMENT, SUPPLIES &
MAINTENANCE**

Led by the State of Arizona

4. MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

4.1 Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Pitney Bowes Inc. List of Software Licenses offered under this Addendum are attached hereto as Attachment B.

4.2 All purchasing entities requiring the use of a Postage Meter will comply with all United States Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this participating addendum.



**MAILROOM EQUIPMENT, SUPPLIES &
MAINTENANCE**

Led by the State of Arizona

4.3 Lease Agreements:

Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number CTR058808. Attachment A reflects the lease and/or rental options Participating State/Entity has agreed to use. Any underlying leases to this agreement will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease. The following, together with their respective terms and conditions are offered for lease or rental transactions under this Participating Addendum.

(a) FMV Rental – Option B

4.4 Sales & Purchase Tax will be charged, if required under your State Statute.

4.5 Subcontractors:

All Pitney Bowes contractors, subcontractors, Authorized Sales and Services Representatives authorized in the State of Ohio, as shown on the dedicated Pitney Bowes website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

4.6 Purchase Order Instructions:

All orders under this PA are to be made out to and processed by Pitney Bowes and should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Master Agreement number CTR058808," (2) Your Name, Address, Contact, & Phone-Number.

Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order

4.7 Price Agreement Number:

All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating State/Entity's contract number: RSI008354 and the Lead State price agreement number: CTR058808.

**MAILROOM EQUIPMENT, SUPPLIES &
MAINTENANCE**

Led by the State of Arizona

4.8 Individual Customer:

Each State agency and political subdivision, as a Purchasing Entity, that purchases products/services under this Participating Addendum will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Participating Addendum Master Agreement; and they will have the same rights and responsibilities for their purchases as the Participating Entity has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Purchasing Entity individually.

4.9 State of Ohio Special Terms and Conditions:

Nothing in this agreement shall be construed as debt financing or create any debt of the State.

ORDER OF PRIORITY: The State of Ohio Standard Contract Terms and Conditions are hereby incorporated into this Participating Addendum (PA) and shall be binding on the contractor. If there is any inconsistency or conflict between the PA Agreement and the Ohio Terms and Conditions, the PA Agreement will prevail. Notwithstanding anything to the contrary, all pricing shall be governed solely by the terms of the Consortium Contract.

AMENDMENTS TO THE OHIO STANDARD CONTRACT TERMS AND CONDITIONS: The following Amendments to the Ohio Standard Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Ohio Standard Contract Terms and Conditions, the Amendment will prevail.

COOPERATIVE PURCHASING CONTRACT: This Contract may be utilized by Cooperative Purchasing Members. "Cooperative Purchasing Members" or "Co-op Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private nonprofit emergency medical service organizations, and chartered nonpublic schools.

Contractor will perform due diligence in assuring all orders are from a cooperative purchasing member. If an order is found to be from a non-cooperative purchasing member, that order will be void. If a Cooperative Purchasing Member relies upon this Contract to issue a purchase order or other ordering document, the Cooperative Purchasing Member "steps into the shoes" of the State under this Contract solely to the extent of the purchase order. The Cooperative Purchasing Member's order and this Contract are between the Contractor and the Cooperative Purchasing Member. The Contractor must look solely to the Cooperative Purchasing Member for performance, including payment for orders placed by a Cooperative Purchasing Member.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales to Cooperative Purchasing Members under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.



**MAILROOM EQUIPMENT, SUPPLIES &
MAINTENANCE**

Led by the State of Arizona

To submit this quarterly sales report, the Contractor is responsible for obtaining access to OhioBuys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Department of Administrative Services (DAS) via the Internet using OhioBuys at the following web address supplier-marketplace.ohio.gov. If no sales occur, the Contractor must report zero. The report must be submitted no later than thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay to the State a share of the sales transacted under this Contract as a fee to the State to cover the estimated costs the State will incur in administering this Contract and the Services offered under it ("Revenue Share").

The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Contract equals $\frac{3}{4}$ of 1% of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and reflected in the total amount charged to the State, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the Revenue Share.

The Contractor must remit any amount due as the result of a quarterly or closeout sales report at the time the quarterly or closeout sales report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Contract number, total report amount, and reporting period covered.

Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's epayment portal, or ACH payment, if approved by the State, using the instructions below

Check remittance:

Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, <https://das.ohio.gov/revenueshareform>.

Credit Card Payments:

To pay by credit card, use the following link, <https://epay.das.ohio.gov/Payment>, select "Revenue Share" as the payment type and follow the on-screen prompts.

ACH Payments:

If this payment method is approved by the State, the State will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid Revenue Share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause as set forth herein and seek damages for the breach.



**MAILROOM EQUIPMENT, SUPPLIES &
MAINTENANCE**

Led by the State of Arizona

5. ENTIRE AGREEMENT

This Participating Addendum and the Master Price Agreement number CTR058808 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State/Entity.



MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE

Led by the State of Arizona

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Ohio	Contractor: Pitney Bowes Inc.
Signature: E-SIGNED by Ryan Garber on 2022-12-30 13:21:16 GMT	Signature: Digitally signed by Arthur E. Adams Jr., PBI Director Government Contract Compliance Date: 2022.12.28 08:40:40 -05'00'
Name: Ryan Garber	Name: Arthur E. Adams Jr.
Title: Assistant Director	Title: Director, Government Contract Compliance
Date: 2022-12-30 13:21:16 UTC	Date: December 28, 2022

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]



MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE

Led by the State of Arizona

ATTACHMENT A

SUMMARY OF LEASING/RENTAL PROGRAMS UNDER SOLICITATION # CTR058808. AS AMENDED

Pitney Bowes Global Financial Services offers a variety of equipment leasing and lease/rental programs to enable your agency to acquire the equipment it needs with the innovative financing solution that works best for you. Option B may not be used for the DI2000 and Lockers.

FAIR MARKET VALUE Rental - Option B This program provides you with 24, 36, 48 or 60 Month Rental. At the end of the rental period, you may purchase the equipment at the end of the Rental for its then Fair Market Value, or you can enter into a new Rental term or return the equipment. This includes cancellation for convenience with upon a 90 day notice of cancellation. In addition to all amounts outstanding at the time notice of cancellation is provided by Purchasing Entity, Purchasing Entity shall be responsible for all rent payments due through the 90 day notice period. Sales & Purchase Tax will be charged, if required under Your State Statute.

Example of lease/rental payments based on a \$10,000.00 equipment price:

MONTHLY LEASE RATES	
TERM	OPTION B
24	0.0514
36	0.0377
48	0.0309
60	0.0270

MONTHLY LEASE PAYMENT BASED ON \$10,000 TRANSACTION*	
TERM	OPTION B
24	\$ 514.00
36	\$ 377.00
48	\$ 309.00
60	\$ 270.00

* Monthly payment excludes sales and purchase tax. Sales and/or purchase tax will be charged, if required, under your state statute.



**MAILROOM EQUIPMENT, SUPPLIES &
MAINTENANCE**

Led by the State of Arizona

SPECIAL COTERMINOUS LEASE RATES

Pitney Bowes can offer to our current leasing customers the opportunity to enter into a "coterminous lease" for the purposes of acquiring additional accessories and solutions for their current equipment. The term of the lease will be consistent with the number of months remaining on the lease contract for the existing equipment. For example, a customer with 18 months remaining on a lease will be offered an 18 month lease for additional accessories or solutions. Invoices will show two separate line items reflecting the current machine lease and the new coterminous lease. The coterminous lease will be subject to the same terms and conditions as the original lease. Below are the monthly co-terminus lease rates for NASPO ValuePoint CTR058808 Financing Option B. Please note that in no event shall the lease term for a DM Infinity meter go beyond 6/30/2024.

Co-Terminous Rates	
TERMS	OPTION B
12	0.0931
15	0.0764
18	0.0653
21	0.0573
24	0.0514
27	0.0468
30	0.0431
33	0.0402
36	0.0377
39	0.0356
42	0.0338
45	0.0323
48	0.0309
51	0.0298
54	0.0288
57	0.0279



**MAILROOM EQUIPMENT, SUPPLIES &
MAINTENANCE**

Led by the State of Arizona

ATTACHMENT B
SOFTWARE

On-Demand Subscription Services Agreement

On-Premise Software License Agreement

Hosting Addendum

DI2000 Terms

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

OPTIONAL USE CONTRACT FOR: MAILING EQUIPMENT, SUPPLIES, AND MAINTENANCE

CONTRACT No.: RSI008354

CONTRACT ID: 8354

EFFECTIVE DATES: 1/1/2023 to 5/14/2024

SUPPLIER: PITNEY BOWES INC.

The State of Ohio Department of Administrative Services (DAS) has agreed to participate in a consortium contract. The State of Arizona is the lead entity for the NASPO ValuePoint Cooperative Purchasing Organization and their Master Price Agreement number is CTR058808. This contract is administered by the State of Arizona, on behalf of NASPO ValuePoint. The state of Ohio has accepted prices as a result of Bid Number BPM003137, which opened on 09/08/21. The State of Arizona completed the evaluation of the proposal response(s). The respective Proposal, including the incorporated contract terms and conditions, standard contract terms and conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS, and the State of Ohio, Standard Terms and Conditions become a part of this Optional Use Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.


CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed 05/14/2027 unless the Contracting Agency determines that additional renewal is necessary.

This Requirements Contract is available to State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

This Requirements Contract and any Amendments thereto are available from the OhioBuys public portal at the following address:

<https://supplier-emarketplace.ohio.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

Signed:  _____
Kathleen C. Madden, Director Date

1 - SPECIFICATIONS AND REQUIREMENTS

STATE OF OHIO
PARTICIPATING ADDENDUM FOR MAILING EQUIPMENT, SUPPLIES, AND MAINTENANCE
AS ISSUED BY THE STATE OF ARIZONA CAN BE FOUND BY CLICKING THE LINK BELOW

PITNEY BOWES PA

MASTER AGREEMENT NUMBER CTR058808

ORIGINAL RFP

[LINK TO CURRENT PRICING](#)

2 - STANDARD TERMS AND CONDITIONS

- I. GLOSSARY – The following definitions are applicable to all components of the Contract:
- A. Acceptance: Approval and retention by the Ordering Agency of any products, supplies, services or other Deliverables, delivered to fulfill Contract requirements.
 - B. Contracting Agency: The agency with which the Contractor enters into the Contract and that has the authority to enforce the Terms and Conditions of this Contract. The Contracting Agency may also be the Ordering Agency.
 - C. Default: The omission or failure to perform any obligation under this Contract, which omission or failure has not been cured within thirty (30) days of notice of such omission or failure from Ordering Agency.
 - D. Deliverable: Any Contractor-provided products, supplies, services, work or product described in the specifications of the Contract.
 - E. Ordering Agency: The entity that purchases and accepts the products, supplies, services or other Deliverables under this Contract and that is responsible for payment. The Ordering Agency may also be the Contracting Agency.
 - F. State: The State of Ohio, which may include the Contracting and/or Ordering Agency as applicable.
 - G. State Data: All data and information provided by, created by, created for, or related to the activities of the State and any information from, to, or related to all persons that conduct business or personal activities with the State, including, but not limited to Sensitive Data. Sensitive Data means any type of data that presents a high or moderate degree of risk if released, disclosed, modified or deleted or disclosed without authorization. Sensitive Data includes, but is not limited to:
 - 1. Certain types of personally identifiable information (PII) that is also sensitive, such as medical information, social security numbers, and financial account numbers;
 - 2. Federal Tax Information (FTI) under IRS Publication 1075;
 - 3. Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA);
 - 4. Criminal Justice Information (CJI) under the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy and the Law Enforcement Automated Data System (LEADS) Policy; and
 - 5. Other types of information not associated with an individual such as security and infrastructure records, trade secrets, and business bank account information.
 - H. Time and Materials Contract: A Contract in which Contractor is paid: (1) an hourly rate for labor actually performed and (2) if applicable and with prior approval by the Ordering Agency, for the cost of the materials or supplies actually used by the Contractor. Such rates and costs shall be established through Contractor's submission of a price sheet, written quote, estimate, or invoice, as approved by the State. Hourly rates may include wages, overhead, general and administrative expenses, and reasonable profit. Materials or supplies

may include the Contractor's direct and indirect costs attributable to the work performed. For the avoidance of doubt, the NASPO Participating Addendum with the State of Ohio is not a Time and Materials Contract.

II. REGULATORY CONTRACT REQUIREMENTS

- A. ANTITRUST. The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.
- B. APPROPRIATION OF FUNDS. The State's funds are contingent upon the availability of lawful appropriations. If the General Assembly or any third-party who is providing funding fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires. If appropriations are approved, the State may continue this Contract past the current biennium by issuing written notice of continuation to the Contractor. Any obligations of the State are subject to Section 126.07 of the Ohio Revised Code.
- C. CAMPAIGN CONTRIBUTIONS. Unless this Contract was solicited by competitive bid pursuant to Section 125.07 of the Ohio Revised Code, Contractor hereby certifies that all applicable parties are in full compliance with Section 3517.13 of the Ohio Revised Code.
- D. COMPLIANCE WITH LAW. The Contractor must comply throughout the duration of the Contract with all applicable federal, state, local laws and Executive Orders while performing under this Contract.
- E. CONFLICT OF INTEREST/ETHICS. Contractor represents that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Contractor further represents that neither Contractor nor any of its employees will do any act that is inconsistent with such laws or otherwise presents a conflict of interest.
- F. CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY. The Contractor warrants that the Contractor is not subject to an unresolved finding for recovery pursuant to Section 9.24 of the Ohio Revised Code. If the warranty is false on the date the parties signed this Contract, the Contract is void *ab initio*.
- G. DEBARMENT. Contractor represents and warrants that neither it, nor any of its subcontractors, are debarred from consideration for contract awards by any governmental agency. If this representation and warranty is found to be false, this Contract is void *ab initio* and the Contractor shall immediately repay any funds paid under this Contract.
- H. DRUG FREE WORKPLACE. The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all Contractor employees, while working on State property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- I. EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Section 125.111 of the Ohio Revised Code and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Plan must be submitted to and approved by the State of Ohio.

- J. PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES. No State Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside of the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Contract.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

- K. GOVERNING LAW. This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio.
- L. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this Contract is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), Contractor shall have any individual performing services under the Contract complete and submit to the Ordering Agency the Independent Contractor/Worker Acknowledgement form, available at <https://www.opers.org/formsarchive/2018-10-PED-ACKN-Independent-Contractor-Worker-Acknowledgment-Form-fillable.pdf>.

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement form at the time Contractor executes this Contract shall serve as Contractor's certification that Contractor is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code.

- M. REGISTRATION WITH THE SECRETARY OF STATE. Contractor certifies that it is one of the following:
1. A company that is properly registered with the Ohio Secretary of State; or
 2. A foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to Sections 1703.01 to 1703.31 of the Ohio Revised Code, as applicable; or
 3. Exempt from the registration requirements of the Ohio Secretary of State.
- N. TAXES. Pursuant to Section 5739.02 of the Ohio Revised Code, the State is exempt from sales tax. Pursuant to Section 5741.02(C) of the Ohio Revised Code, the State is exempt from use tax.
- O. TRADE. Pursuant to Section 9.76(B) of the Ohio Revised Code, Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Contract period.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States or transact business with any entity or individual subject to financial sanctions imposed by the United States. The Contractor certifies that it, its subcontractors, and any agent of the Contractor or its subcontractors, will acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those entities and individuals subject to sanctions can be found at

<https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>. These sanctions generally preclude most transactions involving Cuba, Iran, and Sudan, and most imports from Burma or North Korea.

- P. USE OF MBE AND EDGE VENDORS. Section 125.081 of the Ohio Revised Code requires State agencies to set-aside purchases for Minority Business Enterprises (MBE) and Executive Order 2008- 13S encourages use of Encouraging Diversity, Growth and Equity (EDGE) businesses. Therefore, the State encourages the Contractor to purchase goods and services from Ohio certified MBE and EDGE vendors.
- Q. LEGAL REPRESENTATION AND RIGHTS. The Ohio Attorney General is the chief law officer for the State of Ohio, its agencies, boards and commissions, and only the Ohio Attorney General has the authority to appoint outside legal counsel to represent the State. Contractor agrees that any provisions in this Contract or any documents incorporated by reference that provide or allow for outside legal representation to defend or settle claims on behalf of the State or provide for a third party to have sole control of a defense or settlement of a claim do not meet the requirements of state law and are considered stricken. Contractor also agrees that, unless specifically agreed to in writing by the State, any provisions that require or provide for a waiver of any legal rights, remedies, or litigation defenses (i.e. waiver of a jury trial) do not meet the requirements of state law and are considered stricken.
- R. STATUTE OF LIMITATIONS. Statutes of limitations generally do not apply to actions brought by the State and any such provisions in this Contract or in any documents incorporated by reference are considered stricken.

III. CONTRACT CONSTRUCTION

- A. TERM OF CONTRACT. The effective date of the Contract is the effective date stated in the Contract or the date the Contract is fully executed, whichever is later. The Contract will remain in effect until the earliest of: (1) the ending date stated in the Contract; (2) the Contract is fully performed by both parties; (3) the Contract is canceled or terminated; or (4) the Contract expires at the end of a biennium unless continued by the State. Notwithstanding the foregoing, the expiration or early termination of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for or ordered before the expiration or termination, or limit the State's rights in such, including any warranty services, licensed material, paid subscriptions, the support or maintenance thereof, or other services. Any underlying leases will remain in full force and effect throughout the stated lease term of such lease agreement subject to any termination provisions stipulated with such lease.

This Contract may be renewed upon satisfactory performance of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of the State. The State will issue a notice to the Contractor if the State decides to renew this Contract. The Contractor shall not obligate resources in anticipation of a renewal until notice is provided.

B. CONTRACT AMENDMENTS / WAIVER.

1. AMENDMENTS. No change to any provision of this Contract will be effective unless it is in writing and signed by parties to the Contract. However, the State may document non-material changes in writing and provide notice to the Contractor. Unless specifically provided otherwise in this Contract or agreed to in writing by the Contracting or Ordering Agency, no terms or conditions included on a Contractor's quote or ordering document will be valid or enforceable against the State and are specifically excluded from this Contract. Further, No "click-through," "shrink-wrap," "browse-wrap," or other terms that have not been specifically negotiated by the Contractor and the State, whether before, on, or after the date of this Contract, will be effective to add or modify the terms of this Contract, regardless of any party's "acceptance" of those terms by electronic means. No State employee has the authority to modify, amend, or supplement this Contract through electronic means.
2. WAIVER. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms or to any other terms of this Contract. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

- C. ASSIGNMENT / DELEGATION. The Contractor must not assign any of its rights nor delegate any of its duties under this Contract without written consent of the State, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment or delegation not consented to may be deemed void by the State.
- D. BINDING EFFECT. Subject to the limitations on assignment provided elsewhere in this Contract, this Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.
- E. LANGUAGE CONSTRUCTION. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- F. DAYS. When this Contract refers to days, it means calendar days, unless it expressly provides otherwise.
- G. HEADINGS. The headings in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.
- H. INJUNCTIVE RELIEF. Nothing in this Contract is intended to limit the State's right to seek injunctive relief if such is necessary to protect its interests or to keep it whole.
- I. NOTICES. For any notice under this Contract to be effective the notice must be made in writing and delivered to the appropriate contact provided in the Contract.
- J. OMITTED.
- K. PUBLICITY. The Contractor shall not do the following without prior, written consent from the State:
1. Advertise that the Contractor is doing business with the State;
 2. Use this Contract as a marketing or sales tool; or
 3. Affix any advertisement or endorsement, including any logo, graphic, text, sound, video, and company name, to any State-owned property, application, or website, including any website hosted by Contractor or a third party.
- L. SEVERABILITY. If any provision of the Contract or the application of any provision is held by a court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.
- M. SUBCONTRACTING. The State recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Contractor shall submit a list identifying the Contractor's subcontractors. Attachment 3-E reflects the current list of approved subcontractors. The Contractor may not enter into new subcontracts related to the Contract after award without written approval from the State. If any change occurs during the term of the Contract, that requires a change to identified subcontractors, the Contractor shall amend its list of subcontractors and request written approval from the State. The State reserves the right to reject any subcontractor submitted by the Contractor.
- All subcontracts will be at the sole expense of the Contractor and the Contractor will be solely responsible for payment of its subcontractors. The Contractor assumes responsibility for all subcontracting and third-party manufacturer work performed or product delivered under the Contract. All agreements with subcontractors must incorporate this Contract by reference and include the following provisions: (1) the subcontractor agrees to be bound by all applicable terms and conditions of this Contract; and (2) the terms of this Contract prevail over any conflicting terms of the agreement with the subcontractor. The Contractor will be the sole point of contact with regard to all contractual matters.
- N. SURVIVORSHIP. All sections herein relating to payment, confidentiality, license and ownership, indemnification, maintenance, publicity, warranties and limitations on damages shall survive the termination of this Contract. In addition, to the extent necessary to carry out the purpose of this Contract, all other terms, conditions, representations or warranties contained in this Contract will survive the expiration or termination of this Contract.
- O. COUNTERPARTS. This Contract may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IV. ORDER AND PAYMENT PROVISIONS

- A. CERTIFICATION OF FUNDS/PURCHASE ORDER REQUIREMENTS. None of the duties or obligations in this Contract are binding on the State, and the Contractor will not begin performance on this Contract, until all of the following conditions are met:
1. All statutory provisions under the Ohio Revised Code have been met.
 2. All necessary funds are made available by the appropriate Ordering Agency.
 3. If required, the Controlling Board of Ohio has approved the purchase in accordance with Section 127.16 of the Ohio Revised Code.
 4. If applicable, an official State of Ohio Purchase Order (P.O.) has been issued from the appropriate Ordering Agency, which is certification that the above requirements have been met.
- B. CONTRACT ORDERS. Ordering Agencies will order supplies or services under this Contract from the Contractor directly. The Contractor may receive orders made by Ordering Agencies by telephone, electronically, in person, payment card (if applicable) or purchase order from authorized employees of the Ordering Agency. Neither the Ordering Agency nor the Contracting Agency will be responsible for orders placed by unauthorized employees.
- C. INVOICE REQUIREMENTS. The Contractor or dealer, authorized to submit invoices, must submit an invoice to the office designated in the purchase order. The Contractor will only be compensated for the Deliverables accepted by the State.

To be a proper invoice, the invoice must include the following:

1. The purchase order number authorizing the delivery of supplies or services;
 2. State of Ohio Contract Number (if applicable);
 3. Agency Name;
 4. Agency Billing Address;
 5. Delivery location of supplies or services;
 6. Contractor Name;
 7. Contractor Address;
 8. Contractor's Unique Invoice Number;
 9. Date that services were provided or that supplies were delivered;
 10. Itemization of supplies or services provided, including cost;
 11. For leases, the invoice must also include the payment number (e.g., 1 of 36);
 12. For Time and Material Contracts, the invoice must reflect labor hours actually worked and, if applicable, supplies used; and;
 13. Clear statement of total payment expected.
- D. PAYMENT DUE DATE AND PROCESS. Unless otherwise stated in this Contract and in accordance with Section 126.30 of the Ohio Revised Code payments under this Contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. The date payment is issued by the State will be considered the date payment is made. Payment of an invoice by the State will not prejudice the State's right to object to or question that or any other invoice or matter in relation thereto. The State's preferred method of payment is by electronic funds transfer. However, the Ordering Agency may also make payment by State of Ohio payment card or by warrant issued by the Office of Budget and Management. At the time of Contract award, Contractor must be able to accept all forms of payment from the State and Ordering Agency.
- E. REIMBURSABLE EXPENSES. The State will not pay reimbursable expenses unless specifically identified in the Contract. The Contractor will assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable.
- F. TRAVEL. Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with Section 126.31 of the Ohio Revised Code and Rule 126-1-02 of the Ohio Administrative Code.

V. LIABILITY PROVISIONS

A. GENERAL REPRESENTATIONS AND WARRANTIES. The Contractor warrants that:

1. The recommendations, guidance, and performance of the Contractor under this Contract will be in accordance with the industry's professional standards, the requirements of this Contract and without any material defect.
2. No Deliverable will infringe on the intellectual property rights of any third party.
3. All warranties are in accordance with the Contractor's standard business practices.
4. The Deliverables are merchantable and fit for the particular purpose described in this Contract and will perform substantially in accordance with its user manuals, technical materials, and related writings.
5. The Deliverables comply with all governmental, environmental and safety standards.
6. The Contractor has the right to enter into this Contract.
7. The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract.
8. The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
9. The Contractor has good and marketable title to any Deliverable delivered under this Contract for which title passes to the State.
10. The Contractor has the right and ability to grant the license or subscription granted in any Deliverable for which title does not pass to the State.
11. OMITTED.
12. For one year from the delivery date of any products or software, the products or software will be free of material defects and free of viruses, including the media on which it is delivered, if applicable.

The Contractor must notify the State in writing immediately upon the discovery of any breach of the warranties given above, or if any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure in a commercially reasonable time or as specified in the Contract. If the Contractor fails to comply, the Contractor will refund the amount paid for the Deliverable. The Contractor will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

Any other express warranties offered by the Contractor shall be a minimum of one year from acceptance or the Contractor's standard warranty whichever is longer.

- B. INDEMNITY. The Contractor will indemnify the State for any and all claims, damages, law suits, costs, judgements, expenses and any other liability and expense arising from bodily injury to any person (including injury resulting in death), damage to tangible property, provided that such bodily injury or property damage due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, other contractors, or agents.

Contractor must indemnify the State for all liability and expense resulting from the unauthorized disclosure or loss of State data caused by Contractor, including personally identifiable information and State sensitive information. Damages resulting from the unauthorized disclosure or loss of State data shall be considered direct damages under this Contract and include, but are not limited to, the following: (i) expenses for legally-required notification of impacted individuals; (ii) responding to inquiries from such notifications; (iii) government fines and penalties assessed against the State; (iv) costs to the State for investigations, audits or forensic services as applicable related to the disclosure or loss; (v) mitigation measures, including 12 months of credit monitoring for individuals impacted by a disclosure; (vi) costs to the State to reconstruct data that was lost or to repair any damaged State information technology infrastructure; and (vii) other such expenses incurred by the State as a result of the unauthorized disclosure or loss of State data. Contractor's indemnification obligations under this paragraph apply whether the reasonable expenses or costs incurred by the State are performed by State employees or hired contractors.

The Contractor must also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property right based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement is based on the modification or misuse. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must take one (1) of the following four (4) actions:

1. Modify the Deliverable so that the Deliverable is no longer infringing;
2. Replace the Deliverable with an equivalent or better item;
3. Acquire the right for the State to use the infringing Deliverable as intended; or
4. Remove the infringing Deliverable and refund the fee the State paid for such Deliverable and any other affected Deliverable.

The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the Ohio Attorney General.

- C. **INSURANCE.** Until all obligations under this Contract are satisfied, and without limiting Contractor's indemnification obligations herein, Contractor shall procure and maintain, for the duration of the Contract, the insurance policies set forth below. Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees. Contractor shall also procure and maintain insurance for claims arising out of their services including, but not limited to, loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. All commercial insurance required shall be provided by insurers with a rating of not less than A-VII from A.M. Best or a comparable rating agency.

Coverage shall be at least as broad as:

1. Commercial General Liability: written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limit. The State of Ohio, its officers, officials and employees are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. Automobile Liability: covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor is a sole proprietor, partnership or has no statutory requirement for workers' compensation, Contractor must provide a letter stating that it is exempt and agreeing to hold the State harmless from loss or liability for such.

The insurance obligations under this Contract shall be the minimum insurance coverage requirements and/or limits shown in this Contract. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the State of Ohio. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

Pursuant to Ohio Revised Code 2743.02(D), all applicable insurance or other means of recovery shall apply to any claim arising from the Contractor's activities relating to this Contract on a primary basis. The insurance or self-insurance maintained by the State shall not contribute to claims made due to the Contractor's negligence, errors, or omissions. No subrogation demands shall be made against the State of Ohio, except

where there is negligence on the part of the State, and any such demands shall be reduced by all collateral recovery sources available to or received by the claimant.

Umbrella or Excess Insurance Policies

Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such umbrella or excess commercial liability policies must apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

Notice of Cancellation

Contractor must provide the State of Ohio with written notice of cancellation or material change to any insurance policy required above as soon as possible and must use best efforts to notify the State at least 30 days in advance of such cancellation or material change. A lapse in any required insurance coverage during this Contract shall be a breach of this Contract.

Contractor shall be responsible for the payment of all deductibles and self-insurance amounts required under this Contract.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. The Discovery Period must be active during the Extended Reporting Period.

Verification of Coverage. Contractor shall furnish the State of Ohio with certificates of insurance required by this clause. All certificates are to be received and approved by the State of Ohio before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance with sufficient limits for the nature of the products or services they are providing, and Contractor shall ensure that State of Ohio is an additional insured on commercial general liability insurance required from subcontractors. Contractor will indemnify the State for damages that exceed a subcontractor's policy limits.

D. **LIMITATION OF LIABILITY.** Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this Contract, the parties agree as follows:

1. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.
2. Notwithstanding any other limitation provisions, the Contractor agrees that the Contractor shall be liable for all direct damages due to the fault or negligence of the Contractor.

E. **PRODUCT RECALL.** In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or in the case of consumable product, found to be unfit for human consumption by the packer, processor, manufacturer or by any state or federal regulatory agency, the Contractor shall notify the Contracting Agency and all Ordering Agencies within two business days after notice has been given. The Contractor shall, at the option of the Ordering Agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. The Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the Ordering Agency. At the option of the Ordering Agency, the Contractor may be required to reimburse storage and handling fees to be calculated from time of delivery and acceptance to actual removal. The Contractor will bear all costs associated

with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.

VI. PERFORMANCE AND COMPLIANCE

- A. AUDITS. The Contractor must keep all financial records related to this Contract in a manner consistent with Generally Accepted Accounting Principles (GAAP) or equivalent accounting principles. Additionally, the Contractor must keep separate business records for this Contract, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this Contract and until the expiration of three (3) years after final payment under this Contract, the Contractor agrees to provide the State, or any authorized representatives providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor must, for each subcontract in excess of \$2,500, require its subcontractors to agree to the same provisions of this Section. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision. This provision does not apply to contracts where federal funds are used and the federal government requires audits of all subcontracts regardless of the amount of the contract.

The Contractor must provide access to the requested records at the location reasonably specified by the State no later than five (5) business days after the request by the State, the State's designee or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, any misrepresentations, or overcharge to the State or any other provider of funds for the Contract, the State or other party will be entitled to recover damages as well as the cost of the audit.

- B. F.O.B. DESTINATION/ACCEPTANCE. The Contractor must provide Deliverables under this Contract F.O.B. Destination. The place of destination will be specified by the Ordering Agency on the agency's purchase order or other ordering document. Cost of the freight must be borne and paid by the Contractor unless otherwise stated.

With respect to Deliverables that are purchased, all risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the State. Unless otherwise provided in this Contract, the State will determine whether the Contractor provided each Deliverable required in this Contract and has fully met all work requirements of this Contract. Title to any Deliverables will pass to the State on Acceptance of the Deliverable. With respect to Deliverables that are rented under Option B, risk of loss remains with the Ordering Agency while such Deliverable is subject to the terms of the applicable Option B rental agreement.

- C. RETURNED GOODS. When the use of this Contract involves the purchase of goods, the following applies:

1. Returned goods, when due to Contractor error (i.e., over-shipment, defective merchandise, unapproved substitution, etc.), shall be returned to the Contractor at the Contractor's expense. The Contractor shall make arrangements to remove the returned goods from the Ordering Agency premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the Ordering Agency. At the option of the Ordering Agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the Ordering Agency will dispose of accordingly.
2. For orders of custom manufactured items, the Contractor must provide a production sample of the item to the Ordering Agency for acceptance. The production sample must be identical to the item to be provided. The Ordering Agency will provide written acceptance of the item prior to the Contractor continuing with production. Once delivery and acceptance has been completed and the Ordering Agency determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. Failure of the Contractor to provide a production sample and obtain written approval from the Ordering Agency will result in the Contractor bearing all responsibility and costs associated with the return of these goods. Contractor will not be providing custom manufactured items.

3. Returned goods of regular catalog stock merchandise, when due to agency error (i.e., over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the Ordering Agency within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Contractor.

D. OMITTED.

- E. FORCE MAJEURE (EXCUSABLE DELAY). Neither party will be liable for any delay in its performance that arises from causes beyond its or its subcontractor's control and without its or its subcontractor's negligence or fault. For purposes of this Section, the term "force majeure event" includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, severe weather. Additional circumstances and events include epidemics, explosions, restraining of government and people, war, strikes, and other similar events or causes that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

If the State or the Contractor cannot perform any part of its obligations under this Contract because of force majeure, except for payment obligations, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event for the duration of the event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. At any time a party is unable to perform those above-referenced obligations, it must also do the following:

1. Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
2. Provide detailed information of the force majeure event;
3. Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

- F. CONTRACT PERFORMANCE MANAGEMENT. The Contracting and Ordering Agencies are responsible for administering and monitoring the Contractor's compliance and performance on this Contract. Therefore, the Contractor must respond to complaints about performance of the obligations in this Contract to such entities in a timely manner. If the Contractor fails to perform any one of its obligations under this Contract, it will be in default. Notwithstanding the foregoing, Contractor shall have fifteen (15) days to cure any breach/performance issue.

If the Contractor fails to satisfactorily correct the performance or compliance issue within the time designated by the Agency, the Contracting Agency may employ all available options and remedies, including termination of the Contract if necessary, to resolve the Contractor's continued nonperformance or noncompliance.

G. OMITTED.

H. CONTRACT REMEDIES.

1. **Actual Damages.** The Contractor is liable to the State for all actual and direct damages caused by the Contractor's default. The State may self-perform or buy substitute Deliverables from a third party for those that were to be provided by the Contractor.
2. **Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages. Unless otherwise specified, liquidated damages will be in the amount of 1% of the value of the order, Deliverable, or milestone that are the subject of the default, for every day that the default is not cured by the Contractor; provided however, that liquidated damages shall in no event exceed the total value of the order, deliverable, or milestone.
3. **Right to Withhold or Offset.** The State may withhold payment or set off the amount of any liquidated damages, or other damages or claims for damages, or other obligation of the Contractor or its subsidiaries to the State,

including any amounts the Contractor owes to the State under this Contract, against any payments due from the State to the Contractor under this Contract with the State.

- i. **SUSPENSION/TERMINATION.** In the event of suspension or termination the State will, in the event Contractor has not cured the identified failure within the mutually agreed upon cure period, issue a notice. Any notice of suspension or termination, in full or in part, will be effective as specified in the notice. The Contractor must immediately cease all work, refuse any additional orders, and take all steps necessary to minimize the costs the Contractor will incur related to this Contract as directed by the notice. Suspension, termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for or limit the State's rights in such.

At the State's request, the Contractor must immediately prepare a final report and deliver such report to the State. The report must detail the work completed and/or the orders received and not processed prior to the time of notice. If applicable, the report must include the percentage of the Project's completion, estimated time for delivery of all orders received but not processed, any costs incurred by the Contractor in doing the Project to date, and any Deliverables completed or partially completed but not delivered to the State at the time of notice. Based on the State's approval of the final report and as directed, the Contractor must deliver work, whether completed or not, to the State. Any delivered work will be subject to approval by the State. The Contractor may be entitled to payment for any Deliverables that have been delivered and accepted at a pro-rated amount based on the compensation structure of this Contract.

1. Contract or Order Suspension.

- a. **Suspension for Cause.** If the Contractor fails to perform any one of the Contractor's obligations under this Contract or an order, the State shall notify the Contractor of such failure and the Contractor shall have thirty (30) days to correct such failure. In the event Contractor fails to correct such failure within said thirty (30) days, the Contractor will be in default and the State may suspend rather than terminate this Contract or an order. In the case of suspension for default, the State will be entitled to all remedies available under this Contract.
- b. **Suspension for Convenience.** In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in Section 1.2.a. for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension.

The notice of suspension whether, with or without cause, will be effective immediately, on the Contractor's receipt of the notice.

The State may not suspend the Work for its convenience more than twice during the term of this Contract, and any suspension for the State's convenience may not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Work within the 30-day suspension, then this Contract will terminate automatically for the State's convenience at the end of the 30-calendar day period.

2. Contract or Order Termination.

- a. **Termination for Convenience.** The Contracting Agency may terminate this Contract, but not any orders placed under this Contract (except in the case where Contracting Agency is acting under the direction of an Ordering Agency), or an Ordering Agency may terminate an order placed under this Contract, for its convenience after issuing written notice to the Contractor. The Contractor will be entitled to compensation in accordance with the applicable order/lease terms. Total payments will not exceed the amount payable to the Contractor as if the Contract or order had been fully performed. This will be the Contractor's exclusive remedy in the case of termination for convenience and is available to the Contractor only after the Contractor has submitted a proper invoice.
- b. **Termination for Cause.** If the Contractor fails to perform any of its obligations under this Contract or an order under this Contract, the Contracting Agency or Ordering Agency, as applicable, shall notify Contractor in writing of such failure. Contract shall then have thirty (30) days to cure such failure. If Contractor fails to cure such failure within thirty (30) days after receiving written notice of such failure

then the Contractor will be in default, and the Contracting Agency may terminate this Contract or an Ordering Agency may terminate an order in accordance with this Section. For purposes of this subsection (b), the term "Agency" means both the Contracting Agency and the Ordering Agency interchangeably. Termination for cause includes but is not limited to:

- 1) Termination for Persistent Default. An Agency may terminate this Contract by written notice for defaults that are cured but are persistent. "Persistent" means three or more defaults. After providing notification to the Contractor of its third default, an Agency may terminate without providing the Contractor with an opportunity to cure. The three defaults are not required to be related to each other in any way.
- 2) Termination for Endangered Performance. An Agency may terminate this Contract or an order if it determines that the performance is endangered through no fault of its own.
- 3) Termination for Financial Instability. An Agency may terminate if the Contractor fails to timely pay its subcontractors, files a petition in bankruptcy or similar action, or the Agency finds other evidence of the Contractor's financial instability.
- 4) Termination for Delinquency, Violation of Law. The State may terminate this Contract if it determines that the Contractor is delinquent in its payment of federal, state or local obligations, including but not limited to taxes, workers' compensation insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a State agency or political subdivision. The State also may terminate if it determines that the Contractor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current.
- 5) Termination for Subcontractor Default. The State may terminate this Contract or an order for default caused by the Contractor's subcontractors. Any claims of its subcontractors due to suspension or termination will be the sole responsibility of the Contractor.
- 6) Termination for Failure to Retain Certification, License, and Permits. An Agency may immediately terminate if Contractor fails to obtain and maintain all official permits, approvals, licenses, certifications (including CRP, MBE, EDGE and Veteran Friendly Business Enterprise certifications), and similar authorizations required by this Contract or by any local, state, or federal law throughout the duration of this Contract.

J. TIME IS OF THE ESSENCE. Time is of the essence in this Contract. The Contractor must deliver Deliverables and meet milestones as required by the Contract or coordinate an acceptable date and time for delivery with the Ordering Agency. If the Contractor is not able to or does not provide the Deliverables to the Ordering Agency or meet milestones by the date and time set forth in the Contract or agreed upon by the parties, the State may obtain any remedy as described herein or any other remedy at law.

K. OHIOSBUYS. This Contract may become part of OhioBuys, an electronic procurement system which provides electronic contract and catalog hosting and management services. Ordering Agencies access this system to place orders for the procurement of goods and services using State of Ohio contracts. When the Contract becomes part of OhioBuys, the Contractor agrees to establish, maintain and support its contract and catalog in OhioBuys.

VII. DATA AND INFORMATION CONTROL

A. CONFIDENTIALITY. The parties may disclose or learn of information, documents, data, records, or other material that the disclosing party considers confidential ("Confidential Information") in the performance of this Contract. The receiving party must treat the Confidential Information as such if it is so marked, otherwise defined as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of either party, the public, other parties, or individuals or organizations about whom the disclosing party keeps information. Title to the Confidential Information and all related materials and documentation remains with the disclosing party. The receiving party may only use the Confidential Information solely to perform its obligations under this Contract and may not use or disclose any Confidential Information received as a result of this Contract without the written permission of the disclosing party, unless such disclosure is required in order to

perform services under the Contract. The Contractor must assume that all State information, documents, data, source codes, software, models, know-how, trade secrets, or other material when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the public, other parties, or individuals or organizations about whom the State keeps information is confidential. In addition, the receiving party may not use or disclose any documents or records excluded by Ohio law from public records disclosure requirements.

The receiving party's obligation to maintain the confidentiality of the Confidential Information will not apply where the information:

1. Was already in the receiving party's possession without the obligation of confidence;
2. Is independently developed by the receiving party with documentary evidence to support the independent development;
3. Is or becomes publicly available without breach of this Contract, except as provided in the next full paragraph;
4. Is rightfully received by the receiving party from a third party without an obligation of confidence;
5. Is disclosed by the receiving party with the written consent of the disclosing party; or
6. Is released in accordance with a valid order of a court or governmental agency, provided that the receiving party:
 - a. Notifies the disclosing party of such order immediately upon receipt of the order; and
 - b. Makes a reasonable effort to assist the disclosing party in obtaining a protective order, if requested, from the issuing court or agency limiting disclosure and use of the Confidential Information to the portion of the Confidential Information needed to satisfy the original order of production and solely for the purposes intended to be serviced by the order.

Although some sensitive personal information, such as medical records, addresses, telephone numbers, and social security numbers may be publicly available through other sources, the receiving party shall not disclose or use such information in any manner except as expressly authorized in this Contract. Therefore, item 3 above does not apply, and the receiving party must treat such sensitive personal information as Confidential Information whether it is available elsewhere or not. The receiving party must restrict circulation of Confidential Information within its organization and then only to people in the receiving party's organization that have a need to know the Confidential Information to perform under this Contract.

The receiving party must, if practicable, return all originals of any Confidential Information provided by the disclosing party and destroy any copies the receiving party has made upon termination or expiration of this Contract; except that the receiving party may be permitted to retain a copy of any Confidential Information in accordance with its electronic records retention policies. Notwithstanding the foregoing, the receiving party may keep a copy of the Confidential Information to comply with contractual, legal, or record keeping obligations, and any such retained Confidential Information is subject to the requirements of this Contract for so long as the receiving party has the Confidential Information in its possession.

The receiving party will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the receiving party may be required to have all of its personnel and subcontractors who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section. Contractor's employee on-boarding confidentiality agreement shall satisfy the foregoing requirement.

The receiving party will be liable for the disclosure of any Confidential Information not specifically authorized by this Contract. The parties agree that the disclosure of Confidential Information may cause the disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and the receiving party agrees that in the event of a breach of the receiving party's obligations hereunder, the disclosing party shall be entitled to seek temporary and permanent injunctive relief to enforce this Contract without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover damages.

This Contract is not Confidential Information. All its terms and conditions, including pricing and any attachments, represent public information.

- B. PUBLIC RECORDS AND RETENTION OF DOCUMENTS AND INFORMATION. The Contractor acknowledges, in accordance with Section 149.43 of the Ohio Revised Code, that this Contract, as well as any information, Deliverables, records, reports, and financial records related to this Contract may be deemed public records. The Contractor understands that these records may be made available to the public unless the State determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure. The Contractor must comply with any direction from the State or an Ordering Agency to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information.
- C. OMITTED.
- D. USAGE REPORTS. At no cost to the State and in addition to other reports required by the Contract, the Contractor shall be required to provide quarterly, bi-annual or annual usage reports as requested by all Contracting or Ordering Agencies and Co-operative Purchasing Program members. The report may include customer name, date of purchase, item description, quantity, dollar value, aggregate sales to date for each customer and other such information. Electronic media is the preferred method for these reports. Failure to provide the requested reports may be deemed as an event of default.

3 - CONTRACT SPECIFIC TERMS AND CONDITIONS

Nothing in this agreement shall be construed as debt financing or create any debt of the State.

ORDER OF PRIORITY: The State of Ohio Standard Contract Terms and Conditions are hereby incorporated into this Participating Addendum (PA) and shall be binding on the contractor. If there is any inconsistency or conflict between the PA Agreement and the Ohio Terms and Conditions, the PA Agreement will prevail. Notwithstanding anything to the contrary, all pricing shall be governed solely by the terms of the Consortium Contract.

AMENDMENTS TO THE OHIO STANDARD CONTRACT TERMS AND CONDITIONS: The following Amendments to the Ohio Standard Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Ohio Standard Contract Terms and Conditions, the Amendment will prevail.

COOPERATIVE PURCHASING CONTRACT: This Contract may be utilized by Cooperative Purchasing Members. "Cooperative Purchasing Members" or "Co-op Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private nonprofit emergency medical service organizations, and chartered nonpublic schools.

Contractor will perform due diligence in assuring all orders are from a cooperative purchasing member. If an order is found to be from a non-cooperative purchasing member, that order will be void. If a Cooperative Purchasing Member relies upon this Contract to issue a purchase order or other ordering document, the Cooperative Purchasing Member "steps into the shoes" of the State under this Contract solely to the extent of the purchase order. The Cooperative Purchasing Member's order and this Contract are between the Contractor and the Cooperative Purchasing Member. The Contractor must look solely to the Cooperative Purchasing Member for performance, including payment for orders placed by a Cooperative Purchasing Member.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales to Cooperative Purchasing Members under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

To submit this quarterly sales report, the Contractor is responsible for obtaining access to OhioBuys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Department of Administrative Services (DAS) via

the Internet using OhioBuys at the following web address supplier-marketplace.ohio.gov. If no sales occur, the Contractor must report zero. The report must be submitted no later than thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay to the State a share of the sales transacted under this Contract as a fee to the State to cover the estimated costs the State will incur in administering this Contract and the Services offered under it ("Revenue Share").

The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Contract equals $\frac{3}{4}$ of 1% of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and reflected in the total amount charged to the State, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the Revenue Share.

The Contractor must remit any amount due as the result of a quarterly or closeout sales report at the time the quarterly or closeout sales report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Contract number, total report amount, and reporting period covered.

Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's epayment portal, or ACH payment, if approved by the State, using the instructions below

Check remittance:

Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, <https://das.ohio.gov/revenueshareform>.

Credit Card Payments:

To pay by credit card, use the following link, <https://epay.das.ohio.gov/Payment>, select "Revenue Share" as the payment type and follow the on-screen prompts.

ACH Payments:

If this payment method is approved by the State, the State will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid Revenue Share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause as set forth herein and seek damages for the breach.

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF Franklin

I, Lori Rossio, holding the title and position of Government Major Account Manager State of Ohio at the firm Pitney Bowes Inc., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Lori Rossio
AFFIANT

Subscribed and sworn to before me this April 12th day of 12th April 2023.

Juan Alonzo
(Notary Public),

Franklin County.

My commission expires 3 - 23 20 24



JUAN ALONZO
Notary Public, State of Ohio
My Comm. Expires 03/23/2024

Resolution

Number 24-0197

Adopted Date February 06, 2024

ENTERING INTO AN AGREEMENT WITH CLEMANS NELSON & ASSOCIATES, INC.
FOR INTERNAL EQUITY ANALYSIS STUDY

BE IT RESOLVED, to enter into an agreement with Clemans Nelson & Associates, Inc. for Internal Equity Analysis Study. A copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Clemans Nelson & Associates, Inc.
Commissioner file
OMB – Sue Spencer

CONTRACT FOR INTERNAL EQUITY ANALYSIS STUDY

This Contract is made and effective as of the date last signed below between Clemans Nelson & Associates, Inc., hereinafter referred to as "Clemans Nelson," with its offices located at 4100 Regent Street, Suite N, Columbus, Ohio 43219, and the Warren County Board of Commissioners, hereinafter referred to as "Warren County," with its offices located at 406 Justice Drive, Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

WHEREAS, Warren County requires Internal Equity Analysis Study services; and

WHEREAS, Clemans Nelson is able to provide Internal Equity Analysis Study services to Warren County;

NOW, THEREFORE, it is agreed that:

1. DUTIES OF Clemans Nelson:

The duties and scope of services to be provided by Clemans Nelson are described in the attached "Proposal to Provide Services for: Internal Equity Analysis Study", which is hereby incorporated by reference as if fully re-written herein.

2. DUTIES OF Warren County:

To cooperate and meet with Clemans Nelson in its project methodology and process as described in the attached "Proposal to Provide Services for: Internal Equity Analysis Study" and to timely pay monthly invoices not to exceed the compensation described below.

3. LENGTH OF CONTRACT:

This Contract shall become effective on the date last signed below and shall remain in force and effect up to and including December 31, 2024, unless extended in writing by the parties, or terminated as provided herein.

4. POLICY OF NON-DISCRIMINATION:

Clemans Nelson and its staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

5. RELATIONSHIP OF PARTIES:

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

6. **GOVERNING LAW AND VENUE:**

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

7. **INDEMNIFICATION:**

Clemans Nelson will defend, indemnify [to the extent of its insurance limits], protect, and save Warren County harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by Clemans Nelson, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of Clemans Nelson, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Clemans Nelson, its agents, employees, licensees, contractors, or subcontractors that result in injury to persons or damage to property.

Each party hereto agrees that it will protect, indemnify, hold harmless, and defend Warren County against any claim, loss, damage, cause of action, expense, attorney fees, or other costs of defense. Provided, however, that such duty to indemnify and defend shall not apply to the extent that any such personnel willfully and maliciously cause injury to person or property.

- A. If any party challenges its duty to indemnify and defend against any claim or action, it shall within thirty (30) days after receiving written notice of such claim or action, give written notice to the parties herein that it will defend under a reservation of rights until it is decided whether or not the party owes a duty to indemnify and defend under the terms of this Contract.
- B. In the event of any claim or action arising under circumstances to which this Contract applies, and whether or not a reservation of rights is made, any participating agency, as a condition to obtaining the benefits of this Contract, shall give its full cooperation to the other party assuming the defense of such claim or action in accordance with the terms of this Contract.
- C. The parties may bring an action for declaratory judgment in the Common Pleas Court of Warren County, Ohio to determine which party owes a duty to indemnify and defend under the terms of this Contract. In any such litigation, the prevailing party shall be entitled to an award of reasonable attorney fees and other costs of litigation against the non-prevailing party or parties.

All personnel or agents providing services pursuant to this Contract shall, for the purposes of allocation of liability to third parties only, be deemed to be acting under the

direction and control of their respective employer or principal and not under the direction and control of any other party to this Contract, and their employer or principal shall assume the risk of any liability to third parties arising from the conduct, acts, or omissions of such personnel or agents. In the event of any claim or action arising from any circumstances to which this Contract applies, and whether or not a reservation of rights is made, the parties, as a condition of this Contract, shall give their full cooperation to any party defending such a claim or action.

Under no circumstances shall the parties be liable for any act, omission, debt, or any other obligation of the other. Each party shall indemnify and save the other and their officers, directors, and agents harmless against any claims (including expenses and reasonable attorney's fees) arising directly or indirectly from, or as a result of, or in connection with, their respective actions under this Contract.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise, and fire their own employees, (vi) the parties have the function of carrying out and supervising their services under this Contract, and (vii) the parties do not control the day-to-day operations and affairs of the other parties.

8. **PARTIES:**

Whenever the terms "party" and "parties" are used herein, these terms shall include, without exception, the employees, agents, successors, assigns, and/or authorized representatives of Clemans Nelson and Warren County.

9. **COMPLIANCE WITH LAWS AND REGULATIONS:**

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of Clemans Nelson's services.

10. **COMPENSATION:**

Clemans Nelson's compensation shall not exceed \$45,000.00 for completion of the whole project: Clemans Nelson shall invoice Warren County every month for services provided in the preceding month, Warren County shall pay each invoice within 30 days of receipt.

11. **INSURANCE:**

Clemans Nelson shall carry \$2,000,000.00 of comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Clemans Nelson further agrees that in the event its comprehensive general or professional liability policy is maintained on a "claims

made" basis, and in the event this Contract is terminated, Clemans Nelson shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Clemans Nelson shall provide Warren County with a certificate of insurance evidencing such coverage and shall provide thirty (30) days' notice of cancellation or non-renewal to Warren County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Clemans Nelson shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide Warren County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

Clemans Nelson shall carry automobile liability insurance for all such vehicles used to transport any parties, whether such vehicles are owned by Clemans Nelson, its agents, or employees, in an amount of at least \$300,000 combined single limit coverage and in an amount of at least \$1,000,000 for vans and buses combined single limit coverage and shall provide Warren County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Clemans Nelson further agrees that in the event its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event this Contract is terminated, Clemans Nelson shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Clemans Nelson shall provide Warren County with a certificate of insurance evidencing such coverage and shall provide thirty (30) days' notice of cancellation or non-renewal to Warren County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract by Warren County.

12. WARRANTIES:

The parties acknowledge and represent that they are duly organized, validly existing, and in good standing and have the right, power, and authority to enter into this Contract and bind themselves hereto through the party set forth as signatory for the party below.

13. LIMITATION OF LIABILITY:

Circumstances may arise where, because of a default on the part of either party, a party is entitled to recover damages from the other party. In each such instance, regardless of the basis on which you are entitled to claim damages from us (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), the party is liable for not more than

- A. Damages for bodily injury (including death) and damage to real property and tangible personal property, and
- B. The amount of any other actual direct damages, up to the greater of U.S. \$100,000 (or equivalent in local currency).

This limit also applies to subcontractors.

The parties agree that regardless of the form of action, liability of any party for damages shall not exceed the total Contract amount under the term of this Contract. This shall be the parties' exclusive remedy. No action, regardless of form, arising out of a claim of breach of this Contract may be brought by either party more than one year after the date of the alleged breach.

14. ENTIRE CONTRACT:

This Contract contains the entire contract between Clemans Nelson and Warren County with respect to the subject matter thereof and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise not herein contained shall be of any force or effect.

15. MODIFICATION OR AMENDMENT:

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

16. CONSTRUCTION:

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

However, if the invalid, illegal, or unenforceable provision materially affects this Contract, the Contract may be terminated by either party on ten (10) days' prior written notice to the other party hereto.

17. WAIVER:

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of any party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

18. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

No party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other(s). Subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

19. INTERPRETATION:

Unless otherwise specified, the following rules of construction and interpretation apply:

- A. Captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof;
- B. Use of the term "including" will be interpreted to mean "including but not limited to";
- C. Whenever a party's consent is required under this Contract, except as otherwise stated in the Contract or as same may be duplicative, such consent will not be unreasonably withheld, conditioned, or delayed;
- D. Exhibits are an integral part of the Contract and are incorporated by reference in this Contract;
- E. Use of the terms "termination" or "expiration" are interchangeable; and
- F. Reference to a default will take into consideration any applicable notice, grace, and cure periods.

20. HEADINGS:

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

21. NOTICES:

All notices required to be given herein shall be in writing and shall be sent by certified mail, return receipt requested, to the following respective addresses:

TO: Warren County Board of Commissioners
C/O Sue Spencer
416 Justice Drive
Lebanon, Ohio 45036
Phone Number: 513-695-1747

TO: Clemans Nelson & Associates, Inc.
C/O Ryan Woodward
4100 Regent Street, Suite N
Columbus, Ohio 43219
Phone Number: 614-923-7700

22. TERMINATION:

Termination of this Contract by either party will be permitted in the event of a material breach of this Contract by the other party when the material breach remains uncured thirty (30) days after written notice by certified mail, return receipt requested, is given to the breaching party specifying the breach. A "material breach" is defined as (a) the failure of either party to fully comply with and perform any and all terms and conditions of this Contract and its attachments; (b) the making of assignment for the benefit of creditors by either party; (c) the institution of bankruptcy, reorganization, liquidation, or receivership proceedings by or against either party; and (d) insolvency of either party or impairment of the credit of either party.

Delay in curing a default may be excused if due to causes beyond the reasonable control of the defaulting party.

With respect to any provision of this Contract, the violation or noncompliance with which could result in the imposition of a financial penalty, forfeiture, or other sanction upon either party, such violation or noncompliance will be excused where such violation or noncompliance is the result of an inability to secure materials, an Act of God, war, civil disturbance, strike or other labor unrest, or any event beyond the party's reasonable control or not reasonably foreseeable.

This Contract may be terminated at any time with or without cause by either party upon thirty (30) days' written notice to the other party.

In the event Warren County, for reasons beyond its control, experiences a decrease in funding from any source, Warren County, at its discretion, may reduce the rate of compensation after first giving thirty (30) days' written notice to Clemans Nelson of such reduction. Such a reduction shall be made by amendment as agreed by the parties and incorporated by reference herein.

23. ESTOPPEL:

Any party will, at any time upon fifteen (15) days' prior written notice from the other party or parties, execute, acknowledge, and deliver to the other a statement in writing (a) certifying that this Contract is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Contract as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; and (b) acknowledging that there are not, to such party's knowledge, any uncured

defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

Failure to deliver such a statement within such time will be conclusive upon the requesting party that (a) this Contract is in full force and effect, without modification except as may be properly represented by the requesting party; and (b) there are no uncured defaults in any party's performance.

24. CALCULATION OF TIME:

Where the performance or doing of any act, duty, matter, payment, or thing is required hereunder and the period of time or duration for the performance thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

25. ACCEPTANCE:

The parties acknowledge that they have read and understood this Contract. The parties, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Contract forming a mutually binding contractual agreement which cannot be amended without a writing executed by the parties.

26. AVAILABILITY OF FUNDS:

The certification of the fiscal agents of the parties on the purchase orders submitted with this Contract is certification that the funds required for this Contract will be available as required herein, for each appropriation period through the end of the term of this Contract.

27. BID DOCUMENTS:

All documents contained in Contractor's bid or proposal and submitted by Contractor for consideration in awarding this Contract, pursuant to Ohio Rev. Code §307.86, shall be incorporated herein by reference as if fully rewritten.

28. MULTIPLE ORIGINALS:

This Contract may be executed in one (1) or more copies, each of which shall be deemed an original.

29. POWER AND AUTHORITY:

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.

IN EXECUTION WHEREOF, the parties hereto have executed this Contract by their duly authorized representatives on the dates shown below.

**WARREN COUNTY BOARD
OF COMMISSIONERS,**

[Signature]
President / Vice President

Vice President
Printed Name

2-6-24
Date

Resolution No. 24-0197

CLEMANS NELSON & ASSOC., INC.

[Signature] PRES/CEO
Authorized Signatory

Brian D. Butcher
Printed Name

1.24.2024
Date

Approved as to form:

[Signature]
Assistant Prosecuting Attorney
Adam M. Nide

Attachment

WARREN COUNTY
BOARD OF COMMISSIONERS



CONSULTANTS TO MANAGEMENT

Proposal to Provide Services for:
Internal Equity Analysis Study

Submitted by:
Ryan Woodward
Account Manager / Shareholder

Clemans, Nelson & Associates, Inc.
Akron | Cincinnati | Columbus | Lima
1.800.282.0787
www.clemansnelson.com



January 8, 2024

Sue Spencer
Human Resources Manager
Warren County
406 Justice Drive
Lebanon, OH 45036

RE: Internal Equity Analysis Study

Dear Ms. Spencer:

We have enclosed a Proposal to Provide Services for an Internal Equity Analysis Study. We have provided details on our methodology and process, and cost estimate for completion of the project. This is a firm offer for a 60-day period.

I will serve as project manager for this engagement and will be your primary contact. If you have any questions, please feel free to contact us at 614.923.7700 (or 1.800.282.0787).

Thank you for allowing us to propose our services.

Yours very truly,

CLEMANS, NELSON & ASSOCIATES, INC.

Ryan Woodward
Account Manager / Shareholder

Enclosure(s)

Clemans, Nelson & Associates, Inc.
Akron | Cincinnati | Columbus | Lima
1.800.282.0787
www.clemansnelson.com

COMPANY OVERVIEW

FIRM PROFILE:

Organization History and Statement of Demonstrated Effectiveness

No other organization in Ohio can match Clemans Nelson's experience and ability to provide all of the services involved in conducting a compensation study. Over the past five (5) years, we have conducted numerous compensation studies on behalf of our clients and compensation studies have become an area of focus for our firm. Our clients have relied upon us to produce comprehensive, sound, and cost-effective recommendations and solutions.

Clemans Nelson is a professional management consulting firm that has been in business since 1976. We exclusively represent employers. More than eighty percent (80%) of Clemans Nelson's clients are public employers, including counties, cities, housing authorities, health districts, townships, and villages. As a highly reputable consulting firm, Clemans Nelson provides employers with timely, substantial, objective, and state-of-the-art expertise regarding all aspects of labor relations and personnel administration.

We are 100% employee-owned and all of our staff and officers are directly involved in client service. We currently have professionals on staff, with experience and degrees in human resource management, public administration, business, law, and other professions. Clemans Nelson itself is a management consulting firm and does not practice law, although some of its Consultants are licensed attorneys.

Product and Service Offerings - Core Competencies

Clemans Nelson's staff are fully-qualified to provide any of the following management consulting services:

- Classification and Compensation Plans / Analysis
- Operational and Organizational Analysis
- Personnel Systems Analysis
- Payroll and Human Capital Management Systems
- Employee Relations Audits
- Labor Negotiations and Labor Arbitrations
- Regulatory compliance with Civil Service, FLSA, EEOC, UC, COBRA, FMLA, ADA, other employment-related regulations
- Personnel Policy Manuals, Employee Handbooks, Performance Evaluation Systems, Compensation Plans, Classification Plans/Position Descriptions
- Leadership and Supervisory Training

Clemans Nelson's staff has more combined experience working with public sector employers than any other human resources, labor, and employment firm in Ohio. The knowledge and experience of our staff will allow us to provide the requested services in the most cost-effective and efficient manner possible.

Professional Affiliations

Members of our Professional Staff are active members in a number of professional affiliations, including:

- Ohio State Bar Association
- Columbus Bar Association
- Ohio Public Employer Labor Relations Association (OHPELRA)
- National Public Employer Labor Relations Association (NPELRA)
- Society for Human Resource Management (SHRM)

A number of our Professional Staff also regularly conduct training sessions for clients, and at numerous statewide and national association conferences and webinars, including:

- Ohio Public Employer Labor Relations Association (OHPELRA)
- National Public Employer Labor Relations Association (NPELRA)
- County Commissioners Association of Ohio
- Ohio Municipal League
- Government Finance Officers Association
- Ohio Housing Authorities
- Ohio Township Association
- Ohio Job & Family Services Directors Association
- State Employment Relations Board (SERB) Academy

PROJECT METHODOLOGY AND PROCESS

Internal Equity Analysis Study

STEP ONE — Review of Client Documents

- Consultant will review current position descriptions and/or classification specifications, wage/salary schedules, and other similar, relevant documents.
- Consultant will be able to formulate a preliminary understanding of the current system and needs based on the data and the Consultant's experience and expertise.

STEP TWO — Client Meeting(s)

- Kickoff meeting
 - Discuss development of the current compensation system to ensure an understanding of the scope of the project.
 - Discussion will center on identifying needs, issues, and problems; obtaining reactions to existing programs and determining management's views on compensation philosophy and objectives.
 - Consultant will incorporate the client's strategic suggestions into the proposed project methodology and confirm any modifications in the scope of the project or methodology with the client before proceeding.
 - Tentative timeline and time commitments from the client will be established.

STEP THREE — Internal Equity Analysis – Point Factoring

- This step measures job worth from an internal standpoint, which facilitates proper pay grade assignment; it also helps provide a defensible position for any appeals and/or audits.
- The Consultant will work with the client to design/update a customized system based on the Consultant's proprietary system.
- Utilizing current position descriptions, Consultant will evaluate all positions/classifications for point factoring purposes, analyzing the compensable factors and assigning points based on those factors.
- Meetings will be held with administration to review results.
- The Consultant will also meet with the client to review the potential impact on current pay grade assignments based on Consultant's recommendations.
- Consultant will ensure internal pay equity is consistent with job classification.

STEP FOUR — Amend Compensation Plan & Pay Schedule

- * Consultant will recommend modifications to the compensation plan structure based on the internal equity analysis and will prepare a statistical database outlining any changes to be made to existing pay grades and/or wage ranges.
- * Next, the consultant will review the assignment of positions to appropriate pay grades, and make revisions if necessary, and will also determine preliminary cost estimates for plan installation.
- * Finally, the consultant will review the feasibility of implementing the plan and address any additional client concerns.

COST OF PROPOSED PROJECT:

Internal Equity Analysis Study

WARREN COUNTY COMMISSIONERS

PROJECT TOTAL NOT TO EXCEED

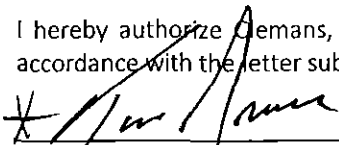
\$45,000.00

Includes Other Reasonable and Necessary Expenses

We provide all our clients with detailed monthly invoices for hourly work and expenses; we do not simply bill "for services rendered" during a specified month.

AUTHORIZATION

I hereby authorize Clemans, Nelson & Associates, Inc. to proceed with the above project in accordance with the letter submitted and agree to pay all costs as contained herein.



Authorizing Signature

2-6-24

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1529 The Keenan Agency 6805 Avery Mulrfield Drive Suite 200 Dublin, OH 43016	CONTACT NAME: PHONE (A/C, No, Ext): (614) 764-7000		FAX (A/C, No): (614) 389-4259
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : CONTINENTAL CAS CO			35289
INSURER B : CHUBB INSURANCE GROUP			
INSURER C : PELEUS INSURANCE COMPANY			34118
INSURER D :			
INSURER E :			
INSURER F :			

INSURED CLEMANS NELSON & ASSOCIATES 485 Metro Place S, Ste 200 Dublin, OH 43017	INSURER A : CONTINENTAL CAS CO		35289
	INSURER B : CHUBB INSURANCE GROUP		
	INSURER C : PELEUS INSURANCE COMPANY		34118
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

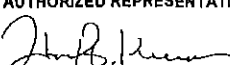
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6000801179	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6000801179	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2095512142	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71794207	1/21/2023	1/21/2024	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			121MPL021327200	4/1/2023	4/1/2024	Ea Clm / Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WARREN COUNTY BOARD OF COMMISSIONERS IS LISTED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT. 30 DAYS NOTICE OF CANCELLATION APPLIES.

CERTIFICATE HOLDER

CANCELLATION

WARREN COUNTY BOARD OF COMMISSIONERS C/O SUE SPENCER 416 JUSTICE DRIVE Lebanon, OH 45036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Resolution

Number 24-0198

Adopted Date February 06, 2024

APPROVING THE ANNUAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION REPORT WITH THE US DEPARTMENT OF JUSTICE FOR THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve the Equitable Sharing Agreement and Certification Report with the US Department of Justice for participation in the Federal Equitable Sharing Program for the Warren County Sheriff's Office; said Equitable Sharing Agreement and Certification Report is attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—US Department of Justice
Auditor
Sheriff (file)



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: OH0830000
Agency Name: Warren County Sheriff's Office
Mailing Address: 822 Memorial Drive
Lebanon, OH 45036

Type: Sheriff's Office

Agency Finance Contact

Name: Dickerson, Lisa
Phone: 5136952327 **Email:** lisa.dickerson@wcsooh.org

Jurisdiction Finance Contact

Name: Nolan, Matt
Phone: 5136951101 **Email:** Matthew.Nolan@co.warren.oh.us

ESAC Preparer

Name: Dickerson, Lisa
Phone: 5136952327 **Email:** lisa.dickerson@wcsooh.org

FY End Date: 12/31/2023

Agency FY 2024 Budget: \$23,585,858.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$265,600.10	\$0.00
2	Equitable Sharing Funds Received	\$88,276.94	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$88,276.94	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$50,278.30	\$0.00
8	Ending Equitable Sharing Funds Balance <small>(difference between line 7 and the sum of lines 1 and 6)</small>	\$303,598.74	\$0.00

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$23,888.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$26,390.30	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
Total		\$50,278.30	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Jones, Cristal**Company:** Auditor of State of Ohio**Phone:** 800-368-7419**Email:** CRJones@ohioauditor.gov

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES NO THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 997528

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

- 1. Submission.** The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.
- 2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.
- 3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.
- 4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.
- 5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

- 6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: Sims, Larry L.
Title: Sheriff
Email: larry.sims@wcsooh.org

Signature:  Date: 02/01/2024

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

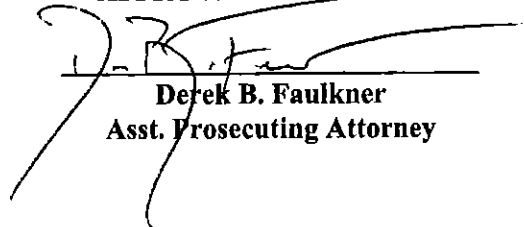
Name:
Title: Warren County Commissioners
Email:

Signature:  Date: 2-6-24

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

APPROVED AS TO FORM


Derek B. Faulkner
Asst. Prosecuting Attorney

Resolution

Number 24-0199

Adopted Date February 06, 2024

APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH BUILDING CRAFTS, INC. FOR THE SYCAMORE TRAILS WASTEWATER TREATMENT PLANT UPGRADES PROJECT, PURCHASE ORDER NO. 22001686

WHEREAS, this Board on May 10, 2022, entered into a Contract with Building Crafts, Inc. for the Sycamore Trails Wastewater Treatment Upgrades Project; and

WHEREAS, several field conditions, construction scheduling and plan redesigned have been identified; and

WHEREAS, a Change Order and Purchase Order Increase are necessary in order to accommodate said changes; and

NOW THEREFORE IT BE RESOLVED:

1. Approve Change Order No. 1 to the Contract with Building Crafts, Inc. increasing Purchase Order No. 22001686 by \$43,306.53 and creating a new Contract and Purchase Order price in the amount of \$7,192,716.53.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the Contract.
3. That the Vice President of this Board is hereby directed to execute and sign Change Order No.1 of the Contract with Building Crafts, Inc. for the Sycamore Trails Wastewater Treatment Upgrades Project.

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
c/a—Building Crafts, Inc.
Water/Sewer (file)
Project File



Strand Associates, Inc.®
 615 Elsinore Place, Suite 320
 Cincinnati, OH 45202
 (P) 513.861.5600
 www.strand.com

January 9, 2024

CHANGE ORDER NO. 1

PROJECT: Sycamore Trails Wastewater Treatment Plant Upgrades
OWNER: Warren County Board of Commissioners, Ohio
CONTRACT: 1-2021
CONTRACTOR: Building Crafts, Inc.

Description of Change

1a	Replace buried ductile iron pipe with C900 PVC pipe for the drain below the aeration tanks, ML from aeration tanks to splitter box, and RW to the aeration tanks.	(DEDUCT)	(\$4,886.28)
1b	Provide Power System Study and Thermographic Survey.	ADD	\$22,260.00
1c	Provide Receptacle on the electrical building exterior and replace the two-pole light switch in the unisex restroom with a two-pole wall-mounted infrared occupancy sensor.	ADD	\$1,297.81
1d	Replace the specified exposed ductile iron air pipe with SCH 10 stainless steel pipe. Provide rubber expansion joints on air piping.	(DEDUCT)	(\$4,875.05)
1e	Provide an additional 5 tons of reinforced steel to the aeration tanks.	ADD	\$13,368.65
1f	Increase the diameter of RASP-50-02 wet well to 8-foot-diameter.	ADD	\$16,141.40
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$43,306.53

Contract Price Adjustment

Original Contract Price	\$7,149,410.00
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	\$43,306.53
Current Contract Price including this Change Order	\$7,192,716.53

Contract Substantial Completion Date Adjustment

Original Contract Substantial Completion Date	June 2, 2024
Contract Substantial Completion Date Adjustments due to previous Change Orders	0 days
Contract Substantial Completion Date Adjustments due to this Change Order	144 days
Current Substantial Contract Completion Dates including all Change Orders	October 24, 2024

Warren County Board of Commissioners–Building Crafts, Inc.
Contract 1-2021, Change Order No. 1
Page 2
January 9, 2024

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	August 1, 2024
Contract Final Completion Date Adjustments due to previous Change Orders	0 days
Contract Final Completion Date Adjustments due to this Change Order	144 days
Current Final Contract Completion Dates including all Change Orders	December 23, 2024

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED

Matthew L. Smith _____ 1/30/2024 _____
ENGINEER–Strand Associates, Inc.® Date

APPROVED

[Signature] _____ 1/30/24 _____
CONTRACTOR–Building Crafts, Inc. Date

APPROVED

[Signature] _____ 2-6-24 _____
OWNER–Warren County Board of Commissioners Date



BUILDING CRAFTS, INC.
Contractors | Engineers

2 Rosewood Drive
P.O. Box 286
Wilder, KY 41076

Phone: (859) 781-9500
Fax: (859) 781-9505

www.buildingcrafts.com

December 15, 2022

Warren County Water & Sewer Department
Attn: Kathryn Gilbert
406 Justice Dr.
Lebanon, OH 45036

Re: Sycamore Trails WWTP Upgrades
RFP – Extra Rebar at Aeration Tank

Dear Ms. Gilbert,

The reinforcing steel supplier has informed Building Crafts that there have been modifications to Aeration Tank submittal drawings that have increased the total weight of reinforcing steel by five (5) tons. From our examination of the Aeration Tank reinforcing steel submittal drawings and the contract drawings there appears to be mainly issues with the size and spacing of bars for the corners, around pipe openings, and for tee intersections. Detail D/99-ASM 5.01 is the detail for the corner bars and detail E/99-ASM5.01 is the tee intersection detail. There is no indication in these details that the spacing of corner or tee intersection bars is to be at 6" spacing or to use #8 bars for some of these bars. All the horizontal bars in the Aeration Tank walls are at a 12" spacing and there is no reasonable assumption that could have been determined during the bid that the corner or intersection bars would be at a tighter spacing than the horizontal bars on the tanks. Around the openings in the tank there is a detail B/99-ASM5.01 that indicates a minimum of #4 bar to be used around openings, but throughout the Aeration Tank reinforcing steel submittal drawings the bars around the openings have been upsized per the engineer's comments.

The cost for adding five (5) tons of reinforcing steel to the Aeration Tanks is \$13,368.65. Building Crafts requests this change request be added to the first change order on the project. Do not hesitate to contact me if you should have any questions on this matter.

Sincerely,
Building Crafts, Inc.

Shane Paxton
Project Manager

PROJECT: Sycamore Trails WWTP Upgrades
 DIVISION: Extra Rebar at Aeration Tank

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/UNIT	COST
	Rebar Materials	M		1	LS		0.0	8,201.00	8,201.00
							0.0	0.00	0.00
	Rebar Installation	S		5	TON		0.0	750.00	3,750.00
							0.0	0.00	0.00
							0.0	0.00	0.00
							0.0	0.00	0.00
							0.0	0.00	0.00
							0.0	0.00	0.00
							0.0	0.00	0.00
	SUBTOTAL						0.0		11,951.00
GC-1840	Taxes & Insurance on Labor			35.00%	of		0		0.00
	Small Tools			5.00%	of		0		0.00
	SUBTOTAL - DIRECT BCI COST								8,201.00
	SUBTOTAL - SUBCONTRACT COST								3,750.00
	Overhead/Profit on BCI Work			15.00%	of		8,201		1,230.15
	Profit on Subcontract			5.00%	of		3,750		187.50
	TOTAL INCLUDING BCI O & P								13,368.65



1810 S Macedonia
Muncie, IN 47302
Phone
Fax

CMC Change Order #: CO1
Change Order Date: 8/1/22

CHANGE ORDER REQUEST

Customer: Building Crafts Inc
2 Rosewood Dr
Wilder, KY 41076-9007

Project: Sycamore Trails WWTP

CMC Job #: 2222610235

Subject: Aeration Tank

Description of Changes:

535 pounds is excluded from
BCI changes, total weight is
10,246 for a total cost of \$8,201

This change order is an addition to the contract and contains changes made to the Aeration Tank per AANs received on 7/21/22.

Total added weight 10,781 lbs. & 4hrs of re-detailing time.

Amount of this Change Order (excluding taxes) \$ 8,630.00

It is mutually agreed that for such change the contract price is changed by \$ 8,630.00 , terms of payment are net 30 days. No retainage of funds will be allowed. If you have any questions regarding our Change Order, immediately contact the below signed to schedule a meeting to discuss it.

Change Order pricing is subject to market increase change if not approved within 30 days.

Signature: _____
Building Crafts Inc

Signature: _____
CMC Rebar
CMC Representative - Michael Gruver

Date: _____

Date: _____

Shane Paxton

From: Payne, Michael S <Michael.Payne@cmc.com>
Sent: Monday, November 28, 2022 2:45 PM
To: Shane Paxton; Gruver, Michael J
Subject: RE: updated/corrected change orders
Attachments: 03 20 00-02a Aeration Tanks Reinforcing Steel (AN).pdf

Importance: High

Shane,

Please see responses below for your questions. Responses are in **blue**, and weights are in **red**. I have also attached the returned approvals as well for your use.

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gg q2sg

From: Payne, Michael S
Sent: Wednesday, November 23, 2022 2:26 PM
To: Shane Paxton <spaxton@buildingcrafts.com>; Gruver, Michael J <Michael.Gruver@cmc.com>
Subject: RE: updated/corrected change orders

Shane,

I will get this information together and send it to you next week as soon as I can.

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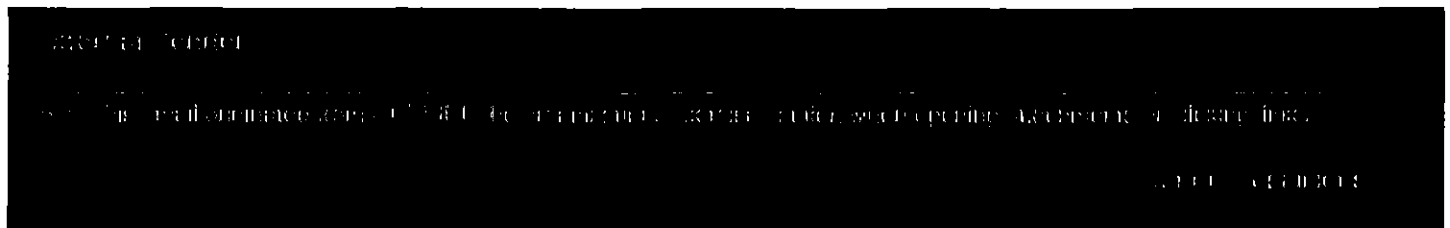
gg q2sg

All CMC Offices and Shops will be close Nov. 24th & 25th for the Thanksgiving Holiday

From: Shane Paxton <spaxton@buildingcrafts.com>
Sent: Wednesday, November 23, 2022 2:14 PM

To: Payne, Michael S <Michael.Payne@cmc.com>; Gruver, Michael J <Michael.Gruver@cmc.com>

Subject: RE: updated/corrected change orders



1. Where did you see on the contract drawings that the corner bars were spaced at 12" initially? **Corner and intersection bars spacings normally match horizontal bars spacing which is 12" for this project. In AANs EOR revised corner bars to 6" which is not denoted anywhere in the plans. +7,167 lbs.**
2. Our construction joint spacing was nothing extravagant and I don't understand how there would be extra costs besides the extra drafting time since we didn't get the construction joints to you before your drawings were completed. **Add. horizontal lap splices and addl. verticals each side of CJs per the added CJs. +535 lbs.**
3. I'll need the specific examples of the changes from the contract drawings to the submittal drawings. **Walls bars sizes are revised differently than plans at multiple locations per the AANs comments, refer to AANs markups for locations. +3,079 lbs.**

I'll need a weight breakdown for these 3 items.

Shane Paxton

Project Manager/Estimating Manager

Ph | 859.781.9500

Fax | 859.781.9505

Cell | 513.258.1710

Email | spaxton@buildingcrafts.com

From: Payne, Michael S <Michael.Payne@cmc.com>

Sent: Wednesday, November 23, 2022 1:59 PM

To: Shane Paxton <spaxton@buildingcrafts.com>; Gruver, Michael J <Michael.Gruver@cmc.com>

Subject: RE: updated/corrected change orders

Importance: High

Shane,

Below is a description of the changes along with the attached AANs:

- 1) Aeration tank wall horizontal bar spacings are revised from 12" to 6" at corners & intersections.
- 2) Aeration tank wall have added new pour breaks & adjusted all horizontal bar length accordingly
- 3) Some wall reinforcement sizes are revised at multiple locations

All these changes increased the weight by approx.. 10,800 lbs.

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TITAN REINFORCING

Date: 04/13/22
Project: Sycamore Trails WWTP Upgrades
Proposal To: Dugan & Meyer
Attention: Josh Lancour

Titan Reinforcing, LLC proposes to provide the necessary labor required for the installation of rebar for the above-mentioned project.

- Rebar \$ 750.00 / TN Installed *as*
- WWF \$ 0.18 / Sq. Ft. Installed *as*

Pricing is based on a 40-hour work week.

Work performed outside of the scope will be completed at a rate of \$ 79.00 per hour and \$ 29.00 per hour for premium.

Excluded areas and activities:

- Drilling and Epoxy
- Layout for Walls, Columns, or Openings
- Templates
- Moving Material other than unloading a truck to a staging area & moving to the point of placement

Titan will provide the following:

- Tie Wire
- Chokers & Rigging
- Manpower & Supervision

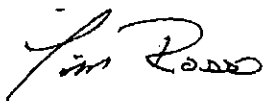
General contractor will provide the following:

- Equipment for unloading and hoisting of Material
- Grades, Lines and Templates as Required
- Copies of all BOL's from Material Supplier

Please see attached Standard Conditions. This proposal is valid for 30 days.

Thank you for the opportunity to provide pricing for this project, I look forward to talking with you soon.

Best Regards,



Tim Ross
MW Operations Manager
Titan Reinforcing, LLC
900 N. Garver Rd.
Monroe, OH 45050
Phone: 513-539-4165
Mobile: 513-292-6914
rosst@titanreinforcing.com



BUILDING CRAFTS, INC.
Contractors | Engineers

2 Rosewood Drive
P.O. Box 286
Wilder, KY 41076

Phone: (859) 781-9500
Fax: (859) 781-9505

www.buildingcrafts.com

July 18, 2023

Warren County Water & Sewer Department
Attn: Kathryn Gilbert
406 Justice Dr.
Lebanon, OH 45036

Re: Sycamore Trails WWTP Upgrades
RFP – Electric Building and Pipe Changes

Dear Ms. Gilbert,

Building Crafts proposes per CPR #1 to modify items in the Electric Building, change pipe materials from ductile iron that had long lead times interfering with the construction schedule, and to perform a power system and thermographic survey. The cost to perform this task is \$13,796.48.

This is a lump sum proposal that is valid for fifteen (15) days. Please review this proposal at your earliest convenience and notify us if this proposal is acceptable. Do not hesitate to contact me if you should have any questions on this matter.

Sincerely,
Building Crafts, Inc.

Shane Paxton
Project Manager

PROJECT: Sycamore Trails WWTP Upgrades

DIVISION: Elec. Bldg. and Pipe Changes

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/ UNIT	COST
	Exposed Ductile Iron Air Pipe Credit	M					0.0	0.00	-12,581.78
							0.0	0.00	0.00
	4" Exposed SS Pipe	M					0.0	0.00	7,120.40
							0.0	0.00	0.00
	Expansion Joints	M					0.0	0.00	818.48
							0.0	0.00	0.00
	C900 Underground	M					0.0	0.00	4,220.00
							0.0	0.00	0.00
	Electrical Work	S					0.0	0.00	1,236.00
							0.0	0.00	0.00
	Power System and Thermographic Study	S					0.0	0.00	21,200.00
							0.0	0.00	0.00
	Ductile Iron Underground Credit	M					0.0	0.00	-8,873.60
	SUBTOTAL						0.0		13,139.50
GC-1840	Taxes & Insurance on Labor			35.00%	of		0		0.00
	Small Tools			5.00%	of		0		0.00
	SUBTOTAL - DIRECT BCI COST								-9,296.50
	SUBTOTAL - SUBCONTRACT COST								22,436.00
	Overhead/Profit on BCI Work			5.00%	of		-9,297		-464.83
	Profit on Subcontract			5.00%	of		22,436		1,121.80
	TOTAL INCLUDING BCI O & P								13,796.48

Ductile Iron Quote Used for Unit Pricing on 10" ML, 10" RW, 4" Airlines Credits in this Change Order

	A	B	C	D	E	F	G
1	MPI	Company: McWane Plant and Industrial					
2		Project Name: Springboro, OH 0361-22-TO [Sycamore Trails WWTP Upgrades]					
3		Material Set: NET					
4		Labor Set: Factor #1 (Quote)					
5		Run Date: 04-13-2022 @ 15:54:16					
6		Sort Key: By Matl Group					
7							
8					MATL		UNI
9	ZONE	QTY	SIZE	DESCRIPTION	GROUP	WGT.	PRIC
10	#005 6" D-Yard to Screen (13)	18	6	PO BELL X PE CL53 DIP-21	POB	403.2	\$
11		2	6	MJ 45 DEG ELL LMA-31	FBA	136	\$
12		4	6	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	69.6	\$
13		1	6x1'	MJ X SWC X PE CL53 FWP TFS-31	DFWPB	49	\$
14		1	6	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	17.4	\$
15	#005 6" D-Yard to Screen (13)	26	(SUBTOTAL)			675.2	\$
16							\$
17	#010 10" RW-Screen to Split (13)	1	10x1'	MJ X SWC X PE CL53 FWP TFS-31	DFWPB	80	\$
18		1	10	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	32	\$
19		54	10	PO BELL X PE CL53 DIP-21	POB	2219.4	\$
20		2	10	MJ 45 DEG ELL LMA-31	FBA	343.32	\$
21		4	10	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	128	\$
22		1	10	MJ 11 1/4 DEG ELL LMA-31	FBA	171	\$
23		2	10	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	64	\$
24	#010 10" RW-Screen to Split (13)	65	(SUBTOTAL)			3037.72	\$
25							\$
26	#020 10" ML-Split to Aer Tanks (13)	3	10x1'	MJ X SWC X PE CL53 FWP TFS-31	DFWPB	240	\$
27		3	10	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	96	\$
28		54	10	PO BELL X PE CL53 DIP-21	POB	2219.4	\$
29		3	10	MJ 90 DEG ELL LMA-31	FBA	516	\$
30		6	10	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	192	\$
31		1	10x1'	MJ X SWC X F DOM CL53 FWP TFS-31	DFWPB	113	\$ 1,
32		1	10	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	32	\$
33		1	10x3'	FLG X FLG DOM CL53 DIP-3N	DFPB	194	\$ 1,
34		1	10x1'	F X SWC X F DOM CL53 FWP TFS-31	DFWPB	126	\$ 1,
35	#020 10" ML-Split to Aer Tanks (13)	73	(SUBTOTAL)			3728.4	\$
36							\$
37	#030 4" A-Blowers to Aer Tanks (13)	9	4	MJ 90 DEG ELL LMA-41	FBA	459	\$
38		18	4	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	208.8	\$
39		18	4	PO BELL X PE CL53 DIP-41	POA	259.2	\$
40		72	4	RJBELL X RJPE CL53 DIP-41	RJPA	1068.4	\$
41		3	4	MJxMJ TEE LMA-41	FBA	234	\$
42		9	4	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	104.4	\$
43		3	4x3/4	MJ TAPT PLUG 3/4" TAP LMA-41	FBA	42	\$
44		27	4	MJ VITON GASKET -44	ACC	27	\$
45		2	4	TYTON VITON GASKET -44	ACC	2	\$
46	#030 4" A-Blowers to Aer Tanks (13)	161	(SUBTOTAL)			2394.8	\$
47							\$
48	#040 10" ML-Aer Tanks to SCL (13)	1	10x1'	MJ X SWC X PE CL53 FWP TFS-31	DFWPB	80	\$
49		2	10	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	64	\$
50		126	10	RJBELL X RJPE CL53 DIP-21	RJPB	5286	\$
51		2	10	MJ 22 1/2 DEG ELL LMA-31	FBA	344.6	\$
52		4	10	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	128	\$

	A	B	C	D	E	F	G
	ZONE	QTY	SIZE	DESCRIPTION	MATL GROUP	WGT.	UNI PRIC
8							
9							
53		2	10	MJ 11 1/4 DEG ELL LMA-31	FBA	342	\$
54		4	10	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	128	\$
55		1	10	MJ 90 DEG ELL LMA-31	FBA	172	\$
56		2	10	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	64	\$
57		1	10	MJ 45 DEG ELL LMA-31	FBA	171.66	\$
58		2	10	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	64	\$
59		2	10x1'	MJ X SWC X F DOM CL53 FWP TFS-31	DFWPB	226	\$ 1,
60		2	10	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	64	\$
61	#040 10" ML-Aer Tanks to SCL (13)	151	(SUBTOTAL)			7133.26	\$
62							\$
63	#050 6" D-Aer Tanks to PDPS (13)	3	6x2' 6"	F X SWC X PE DOM CL53 FWP TFS-31	DFWPB	231	\$
64		4	6	MJ 90 DEG ELL LMA-31	FBA	324	\$
65		8	6	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	139.2	\$
66		144	6	PO BELL X PE CL53 DIP-21	POB	3225.6	\$
67		3	6	MJ LATERAL LMA-31	FBA	435	\$
68		9	6	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	156.6	\$
69		3	6	MJ 45 DEG ELL LMA-31	FBA	204	\$
70		6	6	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	104.4	\$
71		3	6x16"	FLG X PE DOM CL53 DIP-31	DFPB	1077	\$ 1,
72		3	6	DOM BLIND FLANGE-1W	FFA	74.58	\$
73		2	6	MJxMJ TEE LMA-31	FBA	238	\$
74		6	6	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	104.4	\$
75		1	6	MJ 22 1/2 DEG ELL LMA-31	FBA	71	\$
76		2	6	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	34.8	\$
77	#050 6" D-Aer Tanks to PDPS (13)	197	(SUBTOTAL)			6419.68	\$
78							\$
79	#060 8" RAS/WAS-SCL to PS (13)	2	8x2' 6"	PE X SWC X PE DOM CL53 FWP-31	DFWPB	168	\$
80		2	8	MJ 90 DEG ELL LMA-31	FBA	272.66	\$
81		4	8	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	84	\$
82		54	8	RJBELL X RJPE CL53 DIP-21	RJPB	1725	\$
83	#060 8" RAS/WAS-SCL to PS (13)	62	(SUBTOTAL)			2249.66	\$
84							\$
85	#070 8" SC-SCL to PS (13)	36	8	PO BELL X PE CL53 DIP-21	POB	1134	\$
86		2	8	MJ LATERAL LMA-31	FBA	460	\$
87		6	8	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	126	\$
88		2	8	MJ 45 DEG ELL LMA-31	FBA	216	\$
89		4	8	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	84	\$
90		2	8x8"	FLG X PE DOM CL53 DIP-31	DFPB	536	\$
91		2	8	DOM BLIND FLANGE-1W	FFA	83.6	\$
92	#070 8" SC-SCL to PS (13)	54	(SUBTOTAL)			2639.6	\$
93							\$
94	#080 4" RAS-PS to Vault (13)	54	4	PO BELL X PE CL53 DIP-21	POA	777.6	\$
95		2	4	MJ 45 DEG ELL LMA-31	FBA	92	\$
96		4	4	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	48.4	\$
97	#080 4" RAS-PS to Vault (13)	60	(SUBTOTAL)			918	\$
98							\$
99	#090 4" RAS/WAS-Vault to Various (13)	144	4	RJBELL X RJPE CL53 DIP-21	RJPA	2116.8	\$
100		4	4	MJ 45 DEG ELL LMA-31	FBA	184	\$
101		8	4	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	92.8	\$
102		1	4x1'	MJ X SWC X PE CL53 FWP TFS-31	DFWPB	35	\$
103		1	4	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	11.6	\$

8	A	B	C	D	E	F	G
9	ZONE	QTY	SIZE	DESCRIPTION	MATL GROUP	WGT.	UNIT PRICE
104		1	4	MJ 90 DEG ELL LMA-31	FBA	61	\$
105		2	4	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	23.2	\$
106	#090 4" RAS/WAS-Vault to Various (13)	161	(SUBTOTAL)			2514.4	\$
107							\$
108	#100 3" D-Vault to PDPS (13)	90	3	PO BELL X PE CL54 DIP-21	POA	1098	\$
109		5	3	MJ 45 DEG ELL LMA-31	FBA	140	\$
110		10	3	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	89	\$
111	#100 3" D-Vault to PDPS (13)	105	(SUBTOTAL)			1327	\$
112							\$
113	#110 6" DEC-SL Tank to PDPS (13)	1	6	MJ 90 DEG ELL LMA-31	FBA	81	\$
114		2	6	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	34.8	\$
115		90	6	RJBELL X RJPE CL53 DIP-21	RJPB	2050	\$
116		1	6	MJ LATERAL LMA-31	FBA	145	\$
117		3	6	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	52.2	\$
118		2	6	MJ 45 DEG ELL LMA-31	FBA	136	\$
119		4	6	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	69.6	\$
120	#110 6" DEC-SL Tank to PDPS (13)	103	(SUBTOTAL)			2568.6	\$
121							\$
122	#120 6" PSS-EL Bldg to PDPS (13)	1	6x1'	MJ X SWC X PE CL53 FWP TFS-31	DFWPB	49	\$
123		1	6	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	17.4	\$
124		90	6	PO BELL X PE CL53 DIP-21	POB	2016	\$
125		5	6	MJ 45 DEG ELL LMA-31	FBA	340	\$
126		10	6	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	174	\$
127	#120 6" PSS-EL Bldg to PDPS (13)	107	(SUBTOTAL)			2596.4	\$
128							\$
129	#130 4" SC-PDPS to Various (13)	144	4	RJBELL X RJPE CL53 DIP-21	RJPA	2116.8	\$
130		3	4	MJ 90 DEG ELL LMA-31	FBA	153	\$
131		6	4	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	69.6	\$
132		1	4	MJxMJ TEE LMA-31	FBA	78	\$
133		3	4	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	34.8	\$
134		2	4x1'	MJ X SWC X PE CL53 FWP TFS-31	DFWPB	70	\$
135		2	4	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	23.2	\$
136	#130 4" SC-PDPS to Various (13)	161	(SUBTOTAL)			2545.4	\$
137							\$
138	#140 6" D-EL Bldg to Outfall (13)	1	6	MJ SOLID CAP LMA-11	FBA	33.66	\$
139		1	6	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	17.4	\$
140		162	6	PO BELL X PE CL53 DIP-21	POB	3628.8	\$
141		2	6	MJ 90 DEG ELL LMA-31	FBA	162	\$
142		4	6	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	69.6	\$
143		2	6	MJxMJ TEE LMA-31	FBA	238	\$
144		6	6	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	104.4	\$
145		2	6x4	MJxMJ CONCENTRIC REDUCER LMA-3	FBA	126	\$
146		2	6	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	34.8	\$
147		2	4	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	23.2	\$
148		36	4	PO BELL X PE CL53 DIP-21	POA	518.4	\$
149	#140 6" D-EL Bldg to Outfall (13)	220	(SUBTOTAL)			4956.26	\$
150							\$
151	#160 3" PW-Ex to EL Bldg (13)	1	3	MJ SOLID LONG SLEEVE LMA-31	FBA	35.66	\$
152		2	3	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	17.8	\$
153		54	3	MJ BELL X PE CL54 DIP LMA-21	MJFL	658.8	\$
154		7	3	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	62.3	\$

	A	B	C	D	E	F	G
8					MATL		UNI
9	ZONE	QTY	SIZE	DESCRIPTION	GROUP	WGT.	PRIC
155		1	3	MJ 45 DEG ELL LMA-31	FBA	28	\$
156		2	3	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	17.8	\$
157		1	3	MJxMJ TEE LMA-31	FBA	65	\$
158		3	3	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	26.7	\$
159		1	3x2	MJ TAPT PLUG 2" TAP LMA-11	FBA	9	\$
160		1	3x1'	MJ X SWC X F DOM CL54 FWP TFS-31	DFWPA	35	\$
161		1	3	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	8.9	\$
162	#160 3" PW-Ex to EL Bldg (13)	74	(SUBTOTAL)			954.96	\$
163							\$
164	#160 12" SE-SCL to Post Aer (13)	3	12x1'	MJ X SWC X PE CL53 FWP TFS-31	DFWPB	294	\$
165		3	12	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	119.1	\$
166		180	12	RJBELL X RJPE CL53 DIP-21	RJPB	9500	\$
167		2	12	MJ 45 DEG ELL LMA-31	FBA	444.66	\$
168		4	12	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	168.8	\$
169		1	12	MJ 22 1/2 DEG ELL LMA-31	FBA	213	\$
170		2	12	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	79.4	\$
171		1	12	MJxMJ TEE LMA-31	FBA	389	\$ 1,
172		3	12	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	119.1	\$
173		2	12	MJ 90 DEG ELL LMA-31	FBA	536	\$ 1,
174		4	12	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	158.8	\$
175	#160 12" SE-SCL to Post Aer (13)	205	(SUBTOTAL)			12011.9	\$
176							\$
177	#170 12" FE-Post Aer to Outfall (13)	1	12x1'	MJ X SWC X PE CL53 FWP TFS-31	DFWPB	98	\$
178		1	12	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	39.7	\$
179		72	12	RJBELL X RJPE CL53 DIP-21	RJPB	3800	\$
180		1	12	MJ 11 1/4 DEG ELL LMA-31	FBA	213	\$
181		2	12	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	79.4	\$
182	#170 12" FE-Post Aer to Outfall (13)	77	(SUBTOTAL)			4230.1	\$
183							\$
184	#175 4" Air-Blowers (13)	3	3x1'	FLG X FLG DOM CL54 DIP-4W	DFPA	120	\$
185		3	4x3	FLANGE CONCENTRIC REDUCER-4W	FFA	78	\$
186		2	4	FLANGE TEE-4W	FFA	120	\$
187		4	4x4'	FLG X FLG DOM CL53 DIP-4W	DFPA	324	\$
188		1	4	FLANGE CROSS-4W	FFA	86.66	\$
189		3	4x1'	FLG X FLG DOM CL53 DIP-4W	DFPA	120	\$
190		3	4	FLANGE 90 DEG ELL-4W	FFA	120	\$
191		3	4x7'	FLG X PE DOM CL53 DIP-4W	DFPA	330	\$
192	#175 4" Air-Blowers (13)	22	(SUBTOTAL)			1298.66	\$
193							\$
194	#180 12" Infl-Screen (15)	1	12x1'	MJ X SWC X PE CL53 FWP TFS-31	DFWPB	98	\$
195		1	12	DOM PVC 2000 Tufgrip kit-Std Acc	DRGTU	42	\$
196	#180 12" Infl-Screen (15)	2	(SUBTOTAL)			140	\$
197							\$
198	#190 4" Air-Aeration Tanks (18)	3	4x3' 6"	F X SWC X PE DOM CL53 FWP-4N	DFWPA	198	\$
199		5	4	FLANGE 90 DEG ELL-4N	FFA	200	\$
200		3	4x3' 6"	FLG X FLG DOM CL53 DIP-4N	DFPA	222	\$
201	#190 4" Air-Aeration Tanks (18)	11	(SUBTOTAL)			620	\$
202							\$
203	#200 10" ML-Aeration Tanks (18)	1	10x1'	F X SWC X F DOM CL53 FWP TFS-31	DFWPB	126	\$ 1,
204	#200 10" ML-Aeration Tanks (18)	1	(SUBTOTAL)			126	\$
205							\$

	A	B	C	D	E	F	G
8					MATL		UNI
9	ZONE	QTY	SIZE	DESCRIPTION	GROUP	WGT.	PRIC
206	#210 8" SC-SCL (32)	2	8	FLANGE 90 DEG ELL-3N	FFA	234	\$
207		2	8x2'	FLG X FLG DOM CL53 DIP-3N	DFPB	228	\$
208		2	8x1'	F X SWC X F DOM CL53 FWP TFS-31	DFWPB	186	\$ 1,
209		2	8x5'	FLG X FLG DOM CL53 DIP-3N	DFPB	410	\$ 1,
210	#210 8" SC-SCL (32)	8	(SUBTOTAL)			1058	\$
211							\$
212	#220 10" ML-SCL (32)	2	10x8'	FLG X FLG DOM CL53 DIP-3N	DFPB	780	\$ 1,
213		2	10	FLANGE 90 DEG ELL-3N	FFA	320	\$
214	#220 10" ML-SCL (32)	4	(SUBTOTAL)			1100	\$
215							\$
216	#230 4" RAS-PS (34)	2	4x15'	FLG X FLG DOM CL53 DIP-3N	DFPA	466	\$ 1,
217		2	4	FLANGE 90 DEG ELL-3N	FFA	80	\$
218		2	4x3'	MJ X SWC X F DOM CL53 FWP-3N	DFWPA	146	\$
219		2	4	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	23.2	\$
220	#230 4" RAS-PS (34)	8	(SUBTOTAL)			715.2	\$
221							\$
222	#240 4" Vent-Vault (34)	2	4x2'	F X SWC X PE DOM CL53 FWP-3W	DFWPA	92	\$
223		4	4	FLANGE 90 DEG ELL-3W	FFA	160	\$
224		2	4	FLANGE - THREADED-1W	FFA	26	\$
225	#240 4" Vent-Vault (34)	8	(SUBTOTAL)			278	\$
226							\$
227	#250 4" RAS-Vault (34)	4	4x1'	MJ X SWC X F DOM CL53 FWP TFS-31	DFWPA	184	\$
228		4	4	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	46.4	\$
229		2	4x2' 6"	FLG X FLG DOM CL53 DIP-3W	DFPA	122	\$
230		1	4x3' 6"	FLG X FLG DOM CL53 DIP-3W	DFPA	74	\$
231		3	4x1' 6"	FLG X FLG DOM CL53 DIP-3W	DFPA	141	\$
232		1	4x1'	FLG X FLG DOM CL53 DIP-3W	DFPA	40	\$
233		2	4x6"	FLG X FLG DOM CL53 DIP-3W	DFPA	66	\$
234	#250 4" RAS-Vault (34)	17	(SUBTOTAL)			673.4	\$
235							\$
236	#260 4" Air-Post Aer (35)	1	4	FLANGE TEE-4W	FFA	60	\$
237		1	4x3/4	4" DOM Blind Flange with 3/4" Ta-4W	FFA	13.8	\$
238		1	4x1' 6"	FLG X FLG DOM CL53 DIP-4W	DFPA	47	\$
239		3	4	FLANGE 90 DEG ELL-4W	FFA	120	\$
240		1	4x2'	FLG X FLG DOM CL53 DIP-4W	DFPA	64	\$
241		1	4x1'	FLG X FLG DOM CL53 DIP-4W	DFPA	40	\$
242		1	4x7' 6"	FLG X FLG DOM CL53 DIP-4W	DFPA	130	\$
243	#260 4" Air-Post Aer (35)	9	(SUBTOTAL)			464.8	\$
244							\$
245	#270 4" WAS-SL Tank (36)	1	4x6'	FLG X PE DOM CL53 DIP-3W	DFPA	96	\$
246		1	4	FLANGE 90 DEG ELL-3W	FFA	40	\$
247		1	4x6"	FLG X FLG DOM CL53 DIP-3W	DFPA	33	\$
248		1	4x1'	F X SWC X PE DOM CL53 FWP TFS-31	DFWPA	32	\$
249	#270 4" WAS-SL Tank (36)	4	(SUBTOTAL)			201	\$
250							\$
251	#280 6" DEC-SL Tank (36)	1	6x1'	MJ X SWC X F DOM CL53 FWP TFS-31	DFWPB	63	\$
252		1	6	DOM 1000 MJ Tufgrip kit -Std Acc	DRGTU	17.4	\$
253		1	6x1'	F X SWC X PE DOM CL53 FWP TFS-31	DFWPB	44	\$
254		1	6x6"	FLG X FLG DOM CL53 DIP-3W	DFPB	44	\$
255		1	6	FLANGE 90 DEG ELL-3W	FFA	67	\$
256		1	6x7' 6"	FLG X PE DOM CL53 DIP-3W	DFPB	178	\$

FEL-FERGUSON WATERWORKS #527

Price Quotation
Phone: 513-942-2525
Fax: 513-942-2533

Bid No: B509910
Bid Date: 04/13/23
Quoted By: RAM

Cust Phone: 859-781-9500
Terms: NET 10TH PROX

Customer: BUILDING CRAFTS INC
2 ROSEWOOD DRIVE
WILDER, KY 41076

Ship To: BUILDING CRAFTS INC
2 ROSEWOOD DRIVE
WILDER, KY 41076

Cust PO#:

Job Name: GRADE B SCH10

Item	Description	Quantity	Net Price	UM	Total
IS14LWCRPM	4X3 SS S10 304L CONC RED	3	11.400	EA	34.20
IS14LWTP	4 SS S10 304L TEE A403WPW	2	39.390	EA	78.78
IS14LW9P	4 SS S10 304L LR 90 ELL A403WPW	11	23.490	EA	258.39
IS4LRFSOFP	4 SS 304L 150# RF SO FLG	15	117.700	EA	1765.50
GSP14LP	4 SS S10 304L A312 WELD PIPE	120	23.940	FT	2872.80
SP-GENERALRUBBER	GEN RUB EXP JT COMPLETE	2	409.240	EA	409.24

Net Total: \$5418.91
Tax: \$325.13
Freight: \$0.00
Total: \$5744.04

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

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<https://survey.medallia.com/?bidsorder&fc=528&on=4419>



Deliver To: From: Ryan Miller Comments:
--

FEL-FERGUSON WATERWORKS #527

Price Quotation

Phone: 513-942-2525

Fax: 513-942-2533

Bid No: B502079
Bid Date: 02/01/23
Quoted By: RAM

Cust Phone: 859-781-9500
Terms: NET 10TH PROX

Customer: BUILDING CRAFTS INC
2 ROSEWOOD DRIVE
SYCAMORE TRLS WWTP UPGRA
WILDER, KY 41076

Ship To: BUILDING CRAFTS INC
2 ROSEWOOD DRIVE
SYCAMORE TRLS WWTP UPGRA
WILDER, KY 41076

Cust PO#:

Job Name: SYCAMORE TRLS WWTP UPGRA

Item	Description	Quantity	Net Price	UM	Total
DR18BP10	10 C900 DR18 PVC GJ BLUE PIPE	100	42.200	FT	4220.00
SDR35P1214	12X14 SDR35 PVC GJ SWR PIPE	42	27.350	FT	1148.70

Net Total: \$5368.70
Tax: \$322.12
Freight: \$0.00
Total: \$5690.82

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

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HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

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<https://survey.medallia.com/?bidsorder&fc=528&on=33598>





December 12, 2022

Re: Sycamore Trails Wastewater Treatment Plant Upgrades

Change Order 1

1. CPR 001 Sheet 31 (30-E1.01)

- a. Provide receptacle on the electrical building exterior, near the SS-30-01 outdoor unit, where shown on the revised drawing
- b. Replace two-pole light switch in unisex restroom with two-pole wall-mounted infrared occupancy sensor as shown on revised drawing

2. General

- a. This proposal includes Prevailing Wage Rates if required
- b. This proposal includes all required Submittals
- c. This proposal is for normal working hours
- d. This proposal includes applicable materials and taxes

3. Total fixed contract price for all equipment, labor, and materials for CPR 001: \$1,236.00

Please contact me if you have any questions.

Thank you,

Wayne Jankovich
513-266-3367
wjankovich@eps-industrial.com



July 18, 2023

Re: Sycamore Trails Wastewater Treatment Plant Upgrades

Power System Study and Thermographic Survey

1. Section 26 05 73
 - a. Retain services of an independent third-party firm (Qualus Services LLC) to perform a power system study and Thermographic survey.
 - i. Submittals
 - ii. Utilize SKM Power Tools.
 - iii. Provide data collection.
 - iv. Provide short-circuit and coordination assessment.
 - v. Provide arc flash hazard assessment.
 - vi. Provide Arc Flash Labels.
 - vii. Provide thermographic survey after substantial completion.
 - viii. Provide thermographic survey one year after final completion.
 - ix. Provide thermal Images to Owner on a flash drive.
 - x. Provide two digital copies and two bound copies of the final report.
 - b. Electrical Process Solutions to provide the following.
 - i. Assist with panel cover removal for data collection and Thermographic Survey
 - ii. Perform field adjustments of protective devices as required to place equipment in final operating condition.
 - iii. Provide a one-line diagram printed on a 24x36 inch framed and covered with plexiglass install in the Electric room.
2. General
 - a. This proposal includes Prevalling Wage Rates
 - b. This proposal is for normal working hours.
 - c. This proposal includes applicable materials and taxes.
3. Total fixed contract price for all labor and materials for CPR 001 Power System Study and Thermographic Survey:

\$21,200.00

Please contact me if you have any questions.

Thank you,

Wayne Jankovich
513-266-3367
wjankovich@eps-industrial.com

Electrical Process Solutions LLC
2140 Schappelle Lane
Cincinnati, OH 45240
Phone (513) 266-3367



BUILDING CRAFTS, INC.
Contractors | Engineers

2 Rosewood Drive
P.O. Box 286
Wilder, KY 41076

Phone: (859) 781-9500
Fax: (859) 781-9505

www.buildingcrafts.com

December 29, 2023

Warren County Water & Sewer Department
Attn: Kathryn Gilbert
406 Justice Dr.
Lebanon, OH 45036

Re: Sycamore Trails WWTP Upgrades
RFP – RAS-WAS Wetwell Size Increase

Dear Ms. Gilbert,

Building Crafts proposes to increase the size of the precast RAS-WAS Wetwell #2 from 6' to 8' diameter to allow for the drain plug valve to be installed in the wetwell. The cost to perform this task is \$16,141.40.

This is a lump sum proposal that is valid for fifteen (15) days. Please review this proposal at your earliest convenience and notify us if this proposal is acceptable. Do not hesitate to contact me if you should have any questions on this matter.

Sincerely,
Building Crafts, Inc.

Shane Paxton
Project Manager

PROJECT: Sycamore Trails WWTP Upgrades
DIVISION: RAS-WAS Wetwell Size Increase

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/ UNIT	COST
	Original Cost of 6' Diameter Wetwell	M		1	LS		0.0	-11,860.00	-11,860.00
							0.0	0.00	0.00
	Cost of 8' Diameter Wetwell	M		1	LS		0.0	25,896.00	25,896.00
							0.0	0.00	0.00
							0.0	0.00	0.00
							0.0	0.00	0.00
							0.0	0.00	0.00
							0.0	0.00	0.00
							0.0	0.00	0.00
							0.0	0.00	0.00
							0.0	0.00	0.00
							0.0	0.00	0.00
							0.0	0.00	0.00
							0.0	0.00	0.00
							0.0	0.00	0.00
							0.0	0.00	0.00
							0.0	0.00	0.00
	SUBTOTAL						0.0		14,036.00
GC-1840	Taxes & Insurance on Labor						0		0.00
	Small Tools						0		0.00
	SUBTOTAL - DIRECT BCI COST								14,036.00
	SUBTOTAL - SUBCONTRACT COST								0.00
	Overhead/Profit on BCI Work						14,036		2,105.40
	Profit on Subcontract						0		0.00
	TOTAL INCLUDING BCI O & P								16,141.40



Infrastructure Precast, Inc.
 PO Box 27, Hartford, KY 42347
 (270) 363-2238
 ap@icastinc.com

Quote

DATE	QUOTE #
5/16/2022	Q220892

Building Crafts, Inc.
 2 Rosewood Drive
 Wilder, KY 41076

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
	30 Days	Jobsite	JHR	
	Sycamore Trails Springboro, OH			
72" Diameter Manhole Vault	6' Dia. x 21.51' Deep Wet Well (RAS/WAS)	2	11,860.00	23,720.00
Vault	80"x140" x 6' Deep Valve Vault w/ Sump Pit	1	16,747.00	16,747.00
72" Diameter Manhole Vault	6' Dia. x 16.09' Deep Wet Well (STR 80)	1	9,528.00	9,528.00
Vault	80"x114" x 7.32' Deep Valve Vault	1	15,599.00	15,599.00
Vault	84"x160" x 17.64' Deep Vault (Aeration Tank)	1	54,418.00	54,418.00
DBI	Precast Drop Box Inlet	1	843.00	843.00
Headwall	12" ODOT Headwall	2	579.00	1,158.00
Headwall	24" ODOT Headwall	2	914.00	1,828.00
	Includes Freight Excludes: Hatches, Castings, Coatings, Linings, Vent Pipes, Link Seals, Wrap/Seals GS 281 Double Water Stop Included MacWrap on Wet Walls Included PE Stamps on Vaults Included Ohio tax to be paid directly by customer to state of OH if required			

Subtotal	\$123,841.00
Sales Tax (6.0%)	\$0.00
Total	\$123,841.00



Ben Leonard

From: Jonathon Ross <jon@icastinc.com>
Sent: Monday, March 27, 2023 11:45 AM
To: Ben Leonard
Subject: RE: Sycamore Trails Access Hatch

RASP-50-01 in 8' Dia.: \$25,896.00
4' Dia. x 20' Manhole: \$4604.00
30"x30" Hatch: \$1,450.00 (if needed) (no safety grating)

Includes freight

Thank You,



Jonathon Ross, PE
Infrastructure Precast, Inc.

Phone: (270) 363-2238
Email: jon@icastinc.com

Physical Address: 981 W 7th St, Beaver Dam, KY 42320
Mailing Address: PO Box 27, Hartford, KY 42347

Send quote requests to sales@icastinc.com

From: Ben Leonard <bleonard@buildingcrafts.com>
Sent: Monday, March 27, 2023 9:09 AM
To: Jonathon Ross <jon@icastinc.com>
Subject: RE: Sycamore Trails Access Hatch

Sorry, I was out of the office Thursday and Friday. We have not got the submittal back from the engineer on the wet well yet. It will be RASP-50-01 Wet Well. If they decide to go the manhole route it would be 6" pipe. We would need it to be 4' diameter all the way to the top and we would probably need a 30"x30" hatch for the top as well.

Thanks,

Ben Leonard
Ph | 859.781.9500
Fax | 859.815.8025
Email | bleonard@buildingcrafts.com

From: Jonathon Ross [<mailto:jon@icastinc.com>]
Sent: Wednesday, March 22, 2023 4:31 PM



December 30, 2023

Warren County Water & Sewer Department
Attn: Kathryn Gilbert
406 Justice Dr.
Lebanon, OH 45036

Re: Sycamore Trails WWTP Upgrades
Time Extension Request

Dear Ms. Gilbert,

During the construction project, we have encountered the following three (3) issues that have negatively impacted our schedule:

1. Fabrication lead time on MCC and PLC
2. Fabrication lead time on generator
3. Switching manufacturers on the membrane diffusers and them encountering manufacturing delays

From the very first construction schedule that we submitted on August 26, 2022 (see exhibit 1), we reported that issue #1 on the fabrication lead time due to the availability on acquiring components on the MCC and PLC would cause a delay to the project. At the time of the first schedule, it showed a delivery day on the MCC and PLC in early October 2023 and this would cause a substantial completion date of November 28, 2024. Eventually the MCC and PLC delivery got improved to August 14, 2023 and the substantial completion date improved to October 24, 2024 (see exhibit 2 for current schedule).

Issue #2 on the generator fabrication lead time was initially reported on the August 26, 2022 schedule as a mid-July 2023 delivery date because the generator market is now a minimum twelve (12) month lead time on fabrication. Unfortunately, more manufacturing delays occurred and this equipment was not delivered until October 18, 2023 which was over fifteen (15) months from when the order was placed.

The manufacturer on the membrane diffusers had to be replaced due to the original manufacturer's poor financial standing and potentially going bankrupt. The change in manufacturers and the new diffusers manufacturer encountering delays on engineering and manufacturing caused the delivery of this equipment to slip from January 31, 2023 in the first schedule to an actual delivery date of October 2, 2023.

We would have needed the MCC, PLC, generator, and the diffusers to be onsite by June 1, 2023 to meet the contract completion dates, but due to supply chain issues on the MCC, PLC, and generator it was not



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www.buildingcrafts.com

possible for these manufacturers to get the mandatory materials to fabricate the equipment in this timeframe. The change on the diffuser manufacturer in the middle of the project shrunk down the time frame for completing the engineering and manufacturing process and eventually supply chain issues occurred on the PVC components on the diffusers that pushed out this delivery into October 2023.

All three of the above issues were beyond the control of Building Crafts and when the three issues are combined it has caused a 144-calendar day delay to the project. Building Crafts requests a time extension of 144-calendar days to the contract. The new substantial completion date would be October 24, 2024 and the final completion date would be December 23, 2024.

Please review this time extension and advise at your earliest convenience if it is acceptable. Please do not hesitate to contact me if you have any questions on this matter.

Sincerely,
Building Crafts, Inc.

Shane Paxton
Project Manager

Resolution

Number 24-0200

Adopted Date February 06, 2024

ENTERING INTO A PURCHASE AGREEMENT AND EXTENDED WARRANTY WITH MURPHY TRACTOR & EQUIPMENT ON BEHALF OF WARREN COUNTY WATER AND SEWER FOR THE PURCHASE OF A 2024 JOHN DEERE 325G COMPACT TRACK LOADER

BE IT RESOLVED, to enter into a Purchase Agreement and Extended Warranty Agreement with Murphy Tractor & Equipment on behalf of Warren County Water and Sewer Department for the purchase of a 2024 John Deere 325G Compact Track Loader, copy of said purchase agreement and extended warranty attached hereto and made a part hereof.

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

Mr. Young -- absent
Mr. Grossmann -- yea
Mrs. Jones -- yea

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

cc: c/a – Murphy Tractor & Equipment
Water/Sewer (file)



Customer Purchase Agreement/Commitment to Lease for PA#
 John Deere Construction, Utility and Forestry
 Products and Compact Construction Equipment - US
 ("Purchase Agreement")

10153662

PA Revision#

1

Customer Name: WARREN COUNTY WATER AND SEWER

PURCHASER NAME AND ADDRESS (First Signer)

NAME(First, Middle, Last)
WARREN COUNTY WATER AND SEWER

STREET or RR
PO BOX 530

CITY STATE ZIP CODE COUNTY
LEBANON OH 45036 Warren

PHONE NUMBER EMAIL ADDRESS
613-695-1648 John.ware@co.warren.oh.us

REWARDS #
993343113

PURCHASER NAME AND ADDRESS (Second Signer)

NAME(First, Middle, Last)

STREET or RR

CITY STATE ZIP CODE COUNTY

PHONE NUMBER EMAIL ADDRESS

REWARDS #

DEALER NAME AND ADDRESS

DEALER NAME Dealer Account No. :
Murphy Tractor & Equipment 178802

STREET or RR
11441 Mosteller Road

CITY STATE ZIP CODE Phone Number
Cincinnati OH 45241 613-772-3232

Date Of Order:
Jan 16, 2024

Dealer Order No.: TYPE OF SALE:
06668371 CASH LEASE TIME SALE

PURCHASER TYPE: MARKET USE CODE:
4 Use County 82 Gas/Water/Electric

Add Purchaser to Mailing List (Check One or More)
 Construction CCE Utility Forestry Government

PURCHASER IS: Purchaser Acct.:
 Business Individual **29011119**

SOCIAL SECURITY IRS TAX ID NO EIN
 NO.:

EXTENDED WARRANTY IS: Accept Decline LOCATION OF FIRST WORKING USE: Use State/Province: COUNTY CODE
 (Initials) **WJA** Use County **WARREN** OH 165

Ultimate Uptime Package Purchase: Yes No (Initials) **WJA**

QTY	SIZE	FIELD	HEAVY	DRIVE	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	X				2024 JOHN DEERE 325G COMPACT TRACK LOADER Stock # 232573	1	1T0325GMCRJ460216	\$ 75,480 21
1					BYT10853 New JOHN DEERE BYT10853 78" CONSTR BKT W SERRATED ED Stock # 237436	1		\$ 2,797 00
1					SWP120 New 2023 VERNIG SWP120, 120", V60, SNOW PUSHER Stock # 233285	1		\$ 5,126 79
					* John Deere Extended Warranty : (60 Month or 2000 Hour Powertrain + Hydraulic Warranty			\$ 0 00
					- DECLINED John Deere Preventative Maintenance :			
(1) TOTAL CASH PRICE								\$ 83,384 00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT	
COMMENTS:				(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
				(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
				(4) BALANCE	\$ 83,384 00
				(5) SUBTOTAL	\$ 83,384 00
				(6) RENTAL APPLIED	\$ 0 00
				(7) CASH WITH ORDER	\$ 0 00
				(8) BALANCE DUE (5-(6 & 7))	\$ 83,384 00



Customer Purchase Agreement/Commitment to Lease for
 John Deere Construction, Utility and Forestry
 Products and Compact Construction Equipment - US
 ("Purchase Agreement")

PA#

10153662

PA Revision#

1

Quote ID: 30191265

Customer Name: WARREN COUNTY WATER AND SEWER

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):

I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<http://www.john-deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board (CARB) Use (Off-Road Diesel Vehicle) Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/arsp/arsp/business/index.html>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TELEMATICS:

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version 2T4 (Initials) and understands its terms and conditions.

Purchaser (First Signer)	WARREN COUNTY WATER AND SEWER	Signature	<i>[Signature]</i>	Date	2/6/24
Purchaser (Second Signer)		Signature		Date	
Dealer Representative	Murphy Tractor & Equipment	Signature	<i>[Signature]</i>	Date	2/1/24
Salesperson	TRACY, MARK	Signature	<i>[Signature]</i>	Date	2/1/24

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: <input type="checkbox"/>	Purchaser Signature	<i>[Signature]</i>
--------------------------	---	---------------------	--------------------

APPROVED AS TO FORM

[Signature]
 Derek B. Faulkner
 Asst. Prosecuting Attorney

all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; Pushbeam, NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight.
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Additional Labor Time - Above Dealer Labor Rate.
6. Additional Cleaning - Above Dealer Labor Rate.
7. Rental Fees.
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, negligence, collision, expenses to seek reinstatement of warranty following theft or loss of Product, or other accidents.
9. Premiums charged for Overtime Labor.
10. Transportation to and from the dealership.
11. Travel time, mileage, or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers.
14. Torn, cut, or worn hoses.
15. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
16. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
19. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by such use of parts, repairs, maintenance, or modifications not performed by an authorized John Deere dealer.
20. The use of "track type" tire chains on Feller Bunchers and Skidders is an unapproved modification. Warranty will be void on these machines using "track type" tire chains.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e., Winch not installed at factory.
24. Custom options installed outside the factory – i.e., G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).
26. Lost or stolen Products.

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. The product is modified or altered in ways not approved by John Deere; or
2. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
3. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.idlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**



STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, COMPACT CONSTRUCTION (CCE) FORESTRY, AND UTILITY PRODUCTS – US & CANADA

- **Construction & Forestry Products:** 12 months/unlimited hours (whichever occurs first) Full Machine Standard Warranty
- **Compact Construction Equipment (CCE) Products:** 24 months or 2000 hours (whichever occurs first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Pull-Type Scrapers:** 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of



JOHN DEERE

Application For Extended Warranty
For John Deere Construction, Forestry, And CCE Products

Print Form

The John Deere equipment Owner identified below ("Owner") hereby applies for Extended Warranty to John Deere*.

1. APPLICATION GROUP
Check One:
[] Commercial [X] Governmental [] Rental
[] Forestry or Severe Duty* [] Forestry Extreme Duty**

2. COVERAGE TYPE & DURATION
CHECK FULL MACHINE, ANY ONE POWERTRAIN OPTION, OR A COMBINATION OF FULL MACHINE AND ANY ONE POWERTRAIN OPTION.

Full Machine or Powertrain Plus Hydraulics or Powertrain or Engine Only
Expiration - First To Occur (Months or Hours)
Months after first retail purchase***

*** Less duration of rental, demonstration, or other usage, if any, prior to first retail purchase or lease.

Owner Name: Warren County Water and Sewer
Email Address: connor.davis@co.warren.oh.us

Address (Street, RR): PO BOX 530
(City/Town): Lebanon
(State/Province): OH
(Zip/Postal Code): 45036

DEALER NUMBER: 178802
Dealer Name: Murphy Tractor & Equipment Co.
Address: 11441 Mosteller Rd.
(City/Town): Cincinnati
(State/Province): OH
Prepared By: Mark Tracy

Product Description: Compact Track Loader
Model: 325G
Hourmeter Reading: 2
Product ID No. (Pin): 1T0325GMCRJ460216
Delivery Date: 1/23/24

IMPORTANT NOTE TO OWNER: Complete forms of John Deere's Extended Warranty are set forth on this document. Please read both pages carefully before signing.

OWNER RESPONSIBILITIES: After the product's Standard Warranty expires, the Owner will be responsible for the first \$200 of repair cost for each repair event covered by Extended Warranty.

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of John Deere's Extended Warranty, and understand that it is not insurance.

Owner Signature: [Signature] Date: 2-6-24

The Owner and product identified above meet all requirements for the coverage requested, and the coverage charge has been paid.
Dealer Signature: [Signature] Date: 2-1-24

TRANSFER - The unexpired portion of this Extended Warranty may be transferred with John Deere's approval (See Section H on second page for complete details.) Complete the section below to request transfer.

Transfer form with fields for Purchaser Application, Dealer Number Charged, Purchaser Name, Address, Date Machine Sold, Transfer Hourmeter Reading, Date Inspection completed & approved, Signature of New Buyer, Date, Dealer Confirmation, Date.

JD-E 17-12 Effective (7/July/2022) I HAVE RECEIVED BOTH (2) PAGES OF THIS APPLICATION FORM. Owner Initials* Date:

APPROVED AS TO FORM
Derek B. Faulkner
Asst. Prosecuting Attorney

A. EXTENDED WARRANTY - GENERAL PROVISIONS.

During the coverage period, John Deere will repair or replace, at its option, covered components that were either factory installed components or genuine John Deere replacements installed by an authorized John Deere dealer ("Dealer"). Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below.

Under each coverage option, the Extended Warranty period begins when the product's corresponding Standard Warranty ends, and continues (unless terminated under Section E below) until the expiration selected on the face of this document. The coverage period ends after the specified number of months or when the machine's hour meter reaches the specified hour limitation, whichever occurs first.

Extended Warranty is available only through Dealers for John Deere products, and may be purchased at any time before the product's Standard warranty, or Extended Warranty expires. Extended Warranty is not effective unless and until (1) a properly completed application for coverage is submitted to John Deere, (2) and the coverage charge is paid. Once Extended Warranty becomes effective, John Deere's obligations hereunder extend only to the applicant identified on the first page of this document, unless remaining coverage is transferred to a subsequent purchaser of this product in accordance with Section H below.

B. FLUID ANALYSIS REQUIREMENT AND MAINTENANCE.

Fluid Analysis: As a condition of coverage, the following Extended Warranty contracts require fluid analysis:

- Extended Warranty Contracts on excavators with 100 horsepower and above.
 - Extended Warranty Contracts on Bogie Skidders.
 - All other Construction & Forestry products (including excavators under 100 horsepower) with Extended Warranty Contracts above 5000 coverage hours.
- Compact Excavators, Compact Track Loaders, Skid Steers, Compact Loaders, Scraper Tractors and Pull-Type Scrapers are excluded from this requirement.

Owner is responsible for completing hydraulic/hydrostatic oil analysis at 500 hour intervals for specific models and hours of coverage. If sample frequency is not maintained, and repairs occur, Owner will be responsible for 20% of the repair cost. An oil sample using John Deere specifications must be submitted on or before the effective date of the Extended Warranty contract.

Maintenance: The Owner, at his or her own expense, must maintain the product in accordance with the product's Operator's manual and, upon request, provide adequate records verifying maintenance.

L and LII SERIES SKIDDERS and BOGIE SKIDDERS, L and LII SERIES WHEELED FELLER BUNCHERS, M SERIES TRACKED FELLER BUNCHERS: Additional Fluid Analysis & Maintenance may be required. As a condition to receive a Powertrain Ultimate Uptime Extended Warranty and Preventative Maintenance contract, the following will be required:

- A Dealer must perform all major services, including without limitation, scheduled maintenance in accordance with the Operator's Manual for the duration of the Extended Warranty Term.
- Submit oil samples through ALS after every service interval, regardless of who performs the service (Owner or Dealer).
- Use John Deere parts and fluids for every service interval, regardless of who performs the service (Owner or Dealer).
- A dealer must perform Bogie axle preventative maintenance as outlined in the Operator's Manual.

FAILURE BY THE OWNER TO COMPLY WITH THESE REQUIREMENTS WILL VOID POWERTRAIN EXTENDED WARRANTY COVERAGE.

C. WHAT IS COVERED BY EXTENDED WARRANTY:

Not every product component is covered by Extended Warranty. Those components that are covered are listed below. If a particular component is not listed below, it is not covered by Extended Warranty.

1. Engine Only Coverage (excludes Cummins and Detroit Diesel Engines): If you purchased Engine Only Extended Warranty the following items are covered: Engine: engine and all components within, cylinder head and gasket, ECU, electronic engine-speed-control system, engine block, engine oil cooler and aftercooler, flywheel housing and gasket, front and rear engine seals, front damper, hydraulic actuator, injection nozzles, injection pump and gasket, manifolds and gaskets, oil pan and gasket, pressure/temperature sensors and sending units, pressure/temperature sensors and sending units-EGR system manifold, ring gear and flywheel, rocker arm cover and gasket, thermostats, timing gear cover, turbocharger and gaskets, water pump and gaskets.

2. Powertrain Coverage: If you purchased Powertrain Extended Warranty the engine items above are covered along with the following items: Engine: engine speed controls & linkages - excavators. Transmission/Axles/hydrostatics: axle(s) and differentials(s), clutch housing (except dry clutch disk), driveshaft with universal joints, electronic and/or hydraulic control valves, excavator rotary manifold, Tracked Feller-Buncher rotary manifold, final drive, front wheel-drive sensors (not wiring harness), hydrostatic system components including: propel motor, hydrostatic/hydraulic pump and related control valves powering propel and/or swing function (not dig function), hydraulic-front-wheel-drive axle and wheel assembly (including drive pump and motor, electric control, solenoid control valve, and divider valve), mechanical-front-wheel-drive differential/axle assembly (with its driveshaft, universal joint and control), power take off clutch housing (scraper tractor only), pump and valve controller, reverser with control valve, splitter drive, swing motor and brake, swing gearbox and bearings, torque converter, transfer drive, transmission. Brakes: wet park brake pinion shaft, bearing, and bearing quill (motor graders only), wet service brakes, wet steering brakes and clutches. Electrical: sensors- rotary, starter (scraper tractor only). Electric-Drive Loaders: generator, electric motor, power electronics inverter (DLR), brake resistor, motor cable assembly, generator cable assembly, brake resistor cable assembly.

3. Powertrain plus Hydraulics Coverage: If you purchased Powertrain plus Hydraulics Extended Warranty, the engine and power train items above are covered along with the following hydraulic items: Transmission/Axles/hydrostatics: accumulator and related relief valves (transmission), hydraulic differential lock valve & associated parts. Hydraulics: control & load holding valves, cylinder packing kits, hydraulic cylinders, hydraulic oil cooler, hydraulic pumps & motors & related control valves, hydraulic reservoir, locking pin cylinder, pilot controls. Brakes: brake accumulator (Articulated Dump Truck Only). Steering: crossover relief valve, priority valve, steering pump, steering valves and cylinders.

4. Full Machine Coverage: If you purchased Full Machine Extended Warranty the engine, powertrain, and powertrain plus hydraulic items above are covered along with the following non-powertrain items: (Please note: there is a \$200 deductible on all hydraulic and non-powertrain repairs when Full Coverage is purchased). Engine: engine mounts and support, engine oil lines, engine speed controls & linkages, filler mount, fuel lines, fuel tank and associated parts, fuel transfer pump & gasket, oil filler tube, pulleys, radiator and hoses, water piping.

Transmission/Axles/hydrostatics: control rods, differential lock valve & associated parts, external oil lines, filler tubes (transmission), filter screens, oil cooler, shift-control linkage, sending units and sensors.

Brakes: brake accumulator (Non ADT), brake pump, brake valve, pressure reducing valve, unloading valve. Electrical: alternator, gauges, indicators, instruments, sensors, starter, starter drive, starter solenoid, switches, voltage regulator, wiper motors, wiring harnesses. Factory installed Air Conditioning: accumulator, clutch, compressor, condenser, dryer, evaporator, expansion valve, heater hose, pulley, seals & gaskets, temperature control programmer. Other: bucket linkages, circle drive gearbox, dump body (ADT only), fan & fan drive, motor grader circle, scarifier & ripper linkages, factory installed winch (skidders only). Steering: axles, secondary steering system components, spindles & supports, steering linkage, tie rod & tie rod ends. Structures: arm, articulation joint (incl. pins & bushings), bin frame, boom, car body, C-frame, circle frame, dipperstick, draft frame, engine frame, equipment frame, forklift mast & frame, grapple arch and grapple boom, loader arm, loader frame, mainframe, moldboard lift arm, rollover protection structure (ROPS), side frame, swing frame, track frame, X-frame, Z-bar, Pneumatic Components (ADT only): airline hoses & lines & fittings, air components of brake systems, four way protection valve, unloading valve.

D. ITEMS NOT COVERED. John Deere is not responsible for the following:

1. Parts/Kits not ordered on machine and installed aftermarket are not covered by the machine's Standard Warranty or Extended Warranty. These parts will be covered by any applicable parts warranty.
2. Attachments installed aftermarket are excluded from any Extended Warranty purchased for the machine - i.e. Winch not installed at factory.
3. Factory installed forestry attachments such as felling heads, saw heads, harvesters, delimiters and all Waratah attachments do not qualify for Extended Warranty.
4. Batteries, hoses, radios, tires, Cummins or Detroit Diesel engines.
5. Premiums charged for overtime labor requested by the Owner.
6. Costs for transporting the product to and from the place where service is performed, or service calls made by the repairing Dealer.
7. Depreciation and normal wear.
8. Damage caused by any of the following: a) Misuse or abuse of the machine; b) the application the machine is working in; c) lack of proper/required maintenance; d) failure to follow operating instructions; e) lack of protection during storage; f) vandalism; g) the elements; or h) collision or other accidents.
9. Normal maintenance and replacement of maintenance and wear items such as: filters, oils, coolants and conditioners, blades and cutting edge parts, pins and bushings (except in articulation joints), hoses, lines and fittings, undercarriage, belts, dry brakes and dry clutch linings, bulbs, rubber tracks, and skidder grapple shocks.
10. Damage caused to a covered component by a non-covered component that is used on or installed in the product.
11. For warranty repairs made in the field, any charges (such as Dealer travel time, mileage, or extra labor) that would not have been incurred had the product been repaired at the Dealer's place of business.
12. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by use of such parts or repairs, maintenance or modifications not performed by an authorized John Deere dealer.

E. TERMINATION OF EXTENDED WARRANTY.

John Deere is relieved of its obligations under Extended Warranty if:

1. The product is altered or modified in ways not approved by John Deere; or
2. The product's hour meter has been rendered inoperative or otherwise tampered with; or
3. The product is removed from the United States or Canada; or
4. Use is made of the product within an application group other than the group designated in the application for Extended Warranty for the product.

F. LIMITATIONS OF JOHN DEERE'S LIABILITY.

The repair or replacement of covered components that are defective, as provided in Section A above, shall be the Owner's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the Owner's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes, and insurance premiums, and less a reasonable allowance for use of the product prior to its return. John Deere's liability for any repair event shall not exceed the actual cash value of the product if repaired, and John Deere's cumulative liability over the coverage period shall not exceed the amount paid by the Owner for the product, excluding any transportation charges, license fees, taxes, and insurance premiums. In no event will John Deere be liable for any incidental or consequential damages (including without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be sustained due to a defect in the product or the breach or performance of John Deere's obligation under Extended Warranty. Corrections of defects in the manner provided herein shall constitute fulfillment of all liabilities of John Deere to the Owner or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

G. OBTAINING EXTENDED WARRANTY SERVICE.

To obtain service covered by Extended Warranty, the Owner must request Extended Warranty service from a Dealer authorized to sell the product to be serviced. When making such a request, the Owner must present his or her Application for Extended Warranty and John Deere's written confirmation of coverage (transferees under Section H below must present John Deere's written confirmation of coverage transfer), make the product available at the Dealer's place of business, and inform the Dealer in what way the product is believed to be defective. Extended Warranty repairs can be made in the field if the purchaser and servicing Dealer so desire. However, John Deere will not be responsible for any charges (such as Dealer travel time, mileage, or extra labor plus any applicable taxes) that would not have been incurred had the product been repaired at the Dealer's place of business.

H. TRANSFER OF UNUSED COVERAGE UPON RESALE.

- Remaining Extended Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product if:
1. The subsequent purchase is made before the product's Extended Warranty expires; and
 2. The product is determined by John Deere to be in satisfactory condition following an inspection performed by a Dealer, in accordance with John Deere's instructions, at the subsequent purchaser's expense; and
 3. John Deere's written confirmation of the transfer is received by the subsequent purchaser; and
 4. Either (a) the use made of the product by the subsequent purchaser falls within the same application group designated on the product's original Application for Extended Warranty, or (b) the subsequent purchaser pays the amount specified by John Deere for conversion of the remaining coverage to a different application group.

I. NO STATUTORY OR IMPLIED WARRANTY. Where permitted by law, JOHN DEERE PRODUCTS CARRY NO STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

J. DEALER CANNOT VARY TERMS OF COVERAGE.

All terms of John Deere's Extended Warranty are set forth on this document. Dealers have no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of Extended Warranty in any way.

Resolution

Number 24-0201

Adopted Date February 06, 2024

CANCELLING REGULARLY SCHEDULED COMMISSIONERS' MEETING OF
THURSDAY, FEBRUARY 8, 2024

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
February 8, 2024.

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor
Commissioners' file
Press

Resolution

Number 24-0202

Adopted Date February 06, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 1/30/24 and 2/1/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor ✓

Resolution

Number 24-0203

Adopted Date February 06, 2024

APPROVING A CASH ADVANCE FROM THE COUNTY MOTOR VEHICLE FUND #2202 INTO THE ROACHESTER COZADDALE ROAD BRIDGE #52-4.02 REHABILITATION PROJECT FUND #4459

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the Roachester Cozaddale Road Bridge #52-4.02 Project has requested a cash advance until monies are received from fund #2202; and

WHEREAS, said cash advance will be repaid upon receipt of said funds from fund #2202; and

NOW THEREFORE BE IT RESOLVED, to approve the following cash advance:

\$25,000.00 from 2202-45556 (Advances of Cash Out)
into 4459-45555 (Cash Advance In)

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor ✓
Cash Advance File
Engineer (file)
OMB

Resolution

Number 24-0204

Adopted Date February 06, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS GENERAL FUND #11011111

BE IT RESOLVED, to approve the following supplemental appropriation into #11011111:


\$ 18,707.00 into #11011111-5722 (General – BOCC Grant Agric Society)

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor Supplemental Appropriation file
OMB (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 24-0205

Adopted Date February 06, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS GENERAL FUND #11011272

BE IT RESOLVED, to approve the following supplemental appropriation into #11011272:

\$ 8,711.00 into #11011272-5155 (General – Lebanon Personal Service Reimb)

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental Appropriation file
OMB (file)
City of Lebanon (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 24-0206

Adopted Date February 06, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN ECONOMIC
DEVELOPMENT FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00 from #11011116 5910 (Econ Dev Other Expense)
 into #11011116 5318 (Econ Dev Data Bd Approv Non Cap)

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

AD/

cc: Auditor
Appropriation Adjustment file
Economic Development (file)

Resolution

Number 24-0207

Adopted Date February 06, 2024

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND #5510

WHEREAS, the Water and Sewer Department incurs recurring costs for Utilities pertaining to purchased water from GCWW; and

WHEREAS, an appropriation adjustment is necessary to accommodate projected said costs.

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:


\$100,000.00 from 55103200-5998 (Reserve/Contingency)
into 55103200-5430 (Utilities)

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

cc: Auditor ✓
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 24-0208

Adopted Date February 06, 2024

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Martin Russell, 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount	
GRA	HUSAC PAVING & EXC INC	GRA-FY23 S LEBANON HOBART CDB	\$ 53,457.00	*bid project
WAT	FULLER FORD INC	WAT 2023 FORD F150 XL SUPERCAB	\$ 45,920.96	*vehicle
WAT	72 HOUR LLC	WAT 2024 FORD F150 XLT 4WD SUP	\$ 55,054.42	*vehicle
BOC	CLEMANS NELSON & ASSOCIATES INC	BOC INTERNAL EQUITY STUDY	\$ 45,000.00	*contract in packet
WAT	CINCYAUTOS INC	SEW 2023 FORD F150 XL 4X4 SUPE	\$ 45,204.00	*vehicle
ENG	KATHLEEN SCHAFFER	ENG. TEMP EASE TWP LINE RD BRI	\$ 450.00	*contract in packet
FAC	CAJC INC	FAC FIBER INSTALLATION	\$ 9,658.00	*capital purchase
WAT	DEERE & COMPANY	WAT JOHN DEERE Z970R ZTRAK FOR	\$ 12,038.13	*capital purchase
BLD	FLEXPRINT INTERMEDIATE LLC	BLD MILLENNIUM COPY MACHINE	\$ 6,803.00	*contract in packet
BOC	JUSTICE AV SOLUTIONS	BOC AUDIO/VIDEO MAIN AGREMT	\$ 11,612.00	*contract in packet
FAC	FRED B DEBRA CO	FAC REPLACEMENT OF DOOR ACCS	\$ 124,530.00	*capital purchase

PO CHANGE ORDERS

SEW	BUILDING CRAFTS INC.	SEW SYC TRAILS WWTP UPGRADE	\$ 43,306.53	*increase
FAC	ARCHITECTURAL MESSAGING INC	FAC COURTHOUSE SIGNAGE	\$ 6,225.16	*increase

2/6/2024 APPROVED:



Martin Russell, County Administrator

Resolution

Number 24-0209

Adopted Date February 06, 2024

APPROVING A CHANGE OF TOWNSHIP BOUNDARIES OF LEBANON TOWNSHIP TO MAKE THEM, IN PART, IDENTICAL TO THOSE OF THE CITY OF LEBANON

WHEREAS, this Board of County Commissioners is in receipt of a petition by the City of Lebanon, Ohio to change the boundaries of Lebanon Township to make them identical, in part, with the boundaries of the City of Lebanon; and

WHEREAS, pursuant to Ohio Revised Code Section 503.07, the Board of County Commissioners, upon presentation of such petition, with the proceedings of the legislative authority authenticated, shall upon petition of a City change the boundaries of the township when the limits of such corporation include territory lying in more than one township.

NOW THEREFORE BE IT RESOLVED, that the prayer of the City of Lebanon be granted for such changes in and extensions of the boundary lines of Lebanon Township as may be necessary so that it may include therein, those portions of Turtlecreek Township, Warren County, Ohio, which has, by successive orders of the Warren County Board of Commissioners, been annexed to the City of Lebanon, said territory having been accepted by the City pursuant to ordinance number 2023-106 to make the boundary lines of Lebanon Township co-extensive with the corporate limits of the City of Lebanon; copy of petition attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of February 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: City of Lebanon (file)
Auditor (certified)
RPC (file)
Dispatch
Lebanon Township

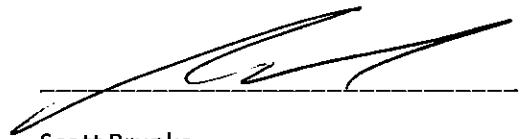
Turtlecreek Township
Map Room
GIS
Board of Elections

PETITION FOR A CHANGE IN TOWNSHIP BOUNDARIES

Now comes the City of Lebanon, Ohio, a municipal corporation, by its City Manager, and petitions the Warren County Board of County Commissioners, pursuant to Ohio Revised Code Section 503.07, for an order changing the boundaries of Lebanon Township so as to include therein certain parts of the City of Lebanon, and for such other actions which may be proper in this matter. The portions of the City of Lebanon, Ohio not now included within the limits of Lebanon Township include the following: those portions of Turtlecreek Township, Ohio annexed by the City of Lebanon, Ohio by Ordinance No. 2023-106, passed November 28, 2023, and approved by the Warren County Board of County Commissioners by Resolution No. 23-1102, adopted August 24, 2023 (copies of said Ordinance and Resolution are attached hereto as Exhibits "A" and "B" respectively).

A complete and accurate description of the additional area of the City of Lebanon, Ohio which is now to be included in Lebanon Township is attached hereto, marked Exhibit "C" and incorporated herein by reference as if fully set forth.

This petition is filed through the authority of Resolution No. 2024-001, passed January 9, 2024. A true copy of said Ordinance is attached hereto as Exhibit "D" made a part hereof and incorporated herein as if fully set forth.



Scott Brunka
City Manager,
Lebanon, Ohio

I hereby certify that this is a true and correct copy of the petition directed to be filed by the City Council of Lebanon, Ohio by Resolution 2024-001.



Daniel Burke
Clerk of Council
Lebanon, Ohio

EXHIBIT A

ORDINANCE NO. 2023-106

AN ORDINANCE ACCEPTING AN ANNEXATION OF 12.7807 ACRES KNOWN AS THE SHAW PROPERTY FROM TURTLECREEK TOWNSHIP TO THE CITY OF LEBANON

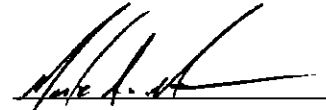
WHEREAS, on May 23, 2023 this Council adopted Ordinance No. 2023-050, approving an annexation agreement with the Board of Township Trustees of Turtlecreek Township, Warren County, Ohio and authorizing and directing the City Manager to execute and deliver said annexation agreement for certain real property proposed to be annexed to the City of Lebanon from Turtlecreek Township, Warren County, Ohio, known as the "Shaw Property" and identified by Warren County Auditor PARID Nos 0925100020 (Pt.) and 0925100040; and

WHEREAS, on August 24, 2023, the Warren County Board of County Commissioners enacted Resolution No. 23-1102, authorizing the annexation of said territory, which Resolution was delivered to the Agent for the Petitioners and the Clerk of the Lebanon City Council on August 28, 2023 with a certified transcript of proceedings pursuant to R.C. 709.022 and R.C. 709.033.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lebanon, State of Ohio:

SECTION 1. That the annexation of real estate in Warren County and adjacent to the City of Lebanon, an accurate map of which territory, together with a petition for its annexation and other documents related thereto, and a certified transcript of the proceedings of the Warren County Board of County Commissioners in relation thereto are and have been on file for sixty (60) days with the Clerk of this Council, is hereby accepted pursuant to R.C. 709.04.

SECTION 2. That this Ordinance shall become effective on the earliest date allowed by law.



Mayor

Passed: November 28, 2023

Attest:



Clerk of Council

Sponsors:

Messer, Norris, Cope, Eggers, Sellers, Smith

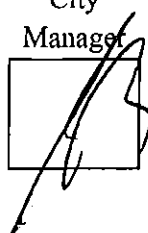


City Manager	City Auditor	City Attorney
		

EXHIBIT B

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 23-1102

Adopted Date August 24, 2023

APPROVE ANNEXATION OF 12.7807 ACRES TO THE CITY OF LEBANON, MARK FLORENCE, AGENT, PURSUANT TO OHIO REVISED CODE SECTION 709.022 [A.K.A. EXPEDITED TYPE 1 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Mark Florence, Agent to annex 12.7807 acres to the City of Lebanon filed on the 8th day of August 2023; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the Board follow ORC §709.022 [a.k.a. Expedited Type 1 Annexation]; and

WHEREAS, said petition has been determined to contain the following matters required by law:

- Signatures of all of the property owners in the territory proposed to be annexed.
- Accurate legal description of the perimeter of the territory proposed to be annexed.
- Accurate map and plat of the territory
- Name of person or persons to act as the agent for the petitioners.

NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

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

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

Resolution adopted this 24th day of August 2023.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/to

cc: Mark Florence, Agent
RZC
Auditor
~~City of Lebanon~~
Emergency Services

RPC
Map Room
Annexation file
Turtlecreek Township
Board of Elections

EXHIBIT C

Legal Description

- ① CITY OF LEBANON
FOUNDATION PLAN - MILLER ROAD P.L. 24 P.L. 24
ADJOINER'S PARCELS 09-25-100-020 (0.187 ACRES)
SURVEY 04-28-03
- ② CITY OF LEBANON
FOUNDATION PLAN - MILLER ROAD P.L. 24 P.L. 24
ADJOINER'S PARCELS 09-25-100-014 (7.957 ACRES)
SURVEY 04-28-03
- ③ STATE OF OHIO
D.L. 1247, P.L. 400 (0.810 ACRES)
ADJOINER'S PARCELS 09-25-100-040
SURVEY 04-28-03
- ④ STATE OF OHIO
D.L. 1247, P.L. 400 (0.810 ACRES)
ADJOINER'S PARCELS 09-25-100-040
SURVEY 04-28-03

- ⑤ STATE OF OHIO
D.L. 1247, P.L. 422 (0.810 ACRES)
ADJOINER'S PARCELS 09-25-100-040
SURVEY 04-28-03
- ⑥ STATE OF OHIO
D.L. 1247, P.L. 422 (0.810 ACRES)
ADJOINER'S PARCELS 09-25-100-040
SURVEY 04-28-03
- ⑦ RUMBLE LIMITED PARTNERSHIP I
D.L. 2094, P.L. 118 (11.278 ACRES)
ADJOINER'S PARCELS 09-25-100-040
SURVEY 04-28-03

- ⑧ ALBERT L. & MARY L. HARMON
D.L. 467, P.L. 871 (14.177 ACRES)
ADJOINER'S PARCELS 09-25-100-018
SURVEY 04-28-03

PL 09-25-100-020 11.2786 AC.
ALL 09-25-100-040 1.8661 AC.
TOTAL 12.7807 AC.
② 10/19/2023

COUNTY COMMISSIONERS
WE, THE BOARD OF COUNTY COMMISSIONERS OF
WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAN
ON THIS 21ST DAY OF August, 2023.

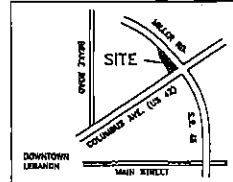
COMMISSIONERS: *[Signatures]*

CITY APPROVAL
CITY OF LEBANON CLERK
[Signature] 8/28/2023
DATE

COUNTY RECORDER
FILE NO. 2024-000022
RECORDED THIS 29TH DAY OF September, 2024 AT 10:00 AM
RECORDED THIS 29TH DAY OF September, 2024 AT 10:00 AM
INCREASED IN PLAY BOOK NO. 107 PAGE 42
FED 0640

BY Alison Lindaco Lindaco
CLERK WARREN COUNTY RECORDER

COUNTY AUDITOR
TRANSCRIBED THIS 29TH DAY OF September, 2024
BY Shirley Shuler Shirley Shuler
AUDITOR WARREN COUNTY RECORDER



PARCELS:
09-25-100-020
09-25-100-040

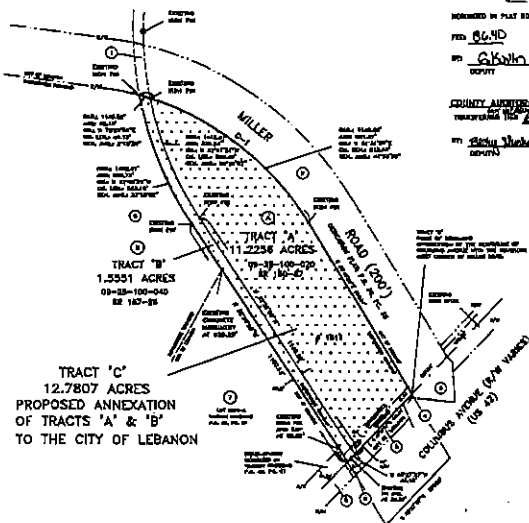
BASIS OF BEARINGS:
SR 98-89
DAVID C. OAKES
(4-18-98)

DECD REFERENCES:
SEE BELOW

CURVE TABLE: BEARINGS & DISTANCES				
CURVE	BEARING	ARC LEN. CHORD	CHORD LEN.	CENTRAL ANG.
C-1	N148.81° 07'6.42" E	82.59' 14.0" E	88.83'	42° 48' 30"

PROPOSED ANNEXATION AREA (ACRES)			
TRACT	NET AREA	8 1/4" AREA	TOTAL AREA
TRACT "A"	1.5351	0.3318	1.8669
TRACT "B"	1.8661	0.2823	2.1484
TOTAL AREA	3.4012	0.6141	4.0153

AREA CORNER TRACT "C" - PROPOSED ANNEXATION					
PT #	Ang. B	Bearing	Distance	Remarks	Existing
101	90°	N 89° 59' 59" W	377.88	501	888.00
102	77° 07' 10" E	N 23° 51' 07" W	119.54	532	881.53
103	90°	S 89° 59' 59" W	377.88	501	888.00
104	90°	N 89° 59' 59" E	377.88	501	888.00
105	90°	S 89° 59' 59" E	377.88	501	888.00
106	90°	N 89° 59' 59" W	377.88	501	888.00
107	90°	S 89° 59' 59" W	377.88	501	888.00
108	90°	N 89° 59' 59" E	377.88	501	888.00
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111	90°	S 89° 59' 59" W	377.88	501	888.00
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198	90°	N 89° 59' 59" W	377.88	501	888.00
199	90°	S 89° 59' 59" W	377.88	501	888.00
200	90°	N 89° 59' 59" E	377.88	501	888.00



AREA TO BE ANNEXED TO LEBANON

TOTAL AREA IN PROPOSED ANNEXATION
12.7807 ACRES
0.2802 ACRES BMDG IN US 42
TOTAL LENGTH OF US 42 IN TERRITORY = 377.25'



I hereby certify that the foregoing is a true and correct copy of the original plan and that the same has been filed for record in the office of the County Recorder of Warren County, Ohio.

J. Timothy King, P.E.
Professional Engineer
Registration No. 6548



- NOTES:
- 1. BEARING SYSTEM FROM SR 94-28.
 - 2. DEED RECORDS AS SHOWN ON PLAN ARE SOURCE DOCUMENTS.
 - 3. OCCUPATION OF CERTAIN EASE RIGHTS.
 - 4. ALL DIMENSIONS ARE IN DECIMAL FEET.
 - 5. OTHER SOURCE DOCUMENTS:
 - 6. DEED OF RECORD DOC. NO. 2023-001418 (1.8881 ACRES)
 - 7. DEED OF RECORD DOC. NO. 2023-001419 (1.8881 ACRES)
 - 8. ADJOINER'S PARCELS: 09-25-100-040
 - 9. SURVEYED 04-24, 04-24, 04-24, 04-24
 - 10. SR 94-28
 - 11. P.L. 24, P.L. 24
 - 12. SR 94-28
 - 13. SR 94-28
 - 14. WATSON COLUMBIAN, P.L. 44, P.L. 47
 - 15. SR 94-28, P.L. 24

CITY OF LEBANON ANNEXATION
MILLER ROAD, LLC AREA

SITUATED IN SECTION 25, TOWN A, RANGE 4
TURTLE CREEK TOWNSHIP
WARREN COUNTY, OHIO

10-1011

KING HASSELBROCK & ASSOC.
CIVIL ENGINEERS • LAND SURVEYORS
6000 HUNTERWOOD PLACE, SUITE 100
COLUMBUS, OHIO 43231
TELEPHONE: (614) 885-1111 • FACSIMILE: (614) 750-1997
www.kinghaselbrock.com

MILLER ROAD, LLC
1011 COLUMBIAN AVENUE (US 42)
LEBANON, OHIO 45038

APPROVED BY: A. S. C.	PERMIT NO. 10-11714	DATE: 10/18/24
SEAL AS SHOWN	PLAN ANNEXATION	DRAWN BY MKS/JS

11-22-2016

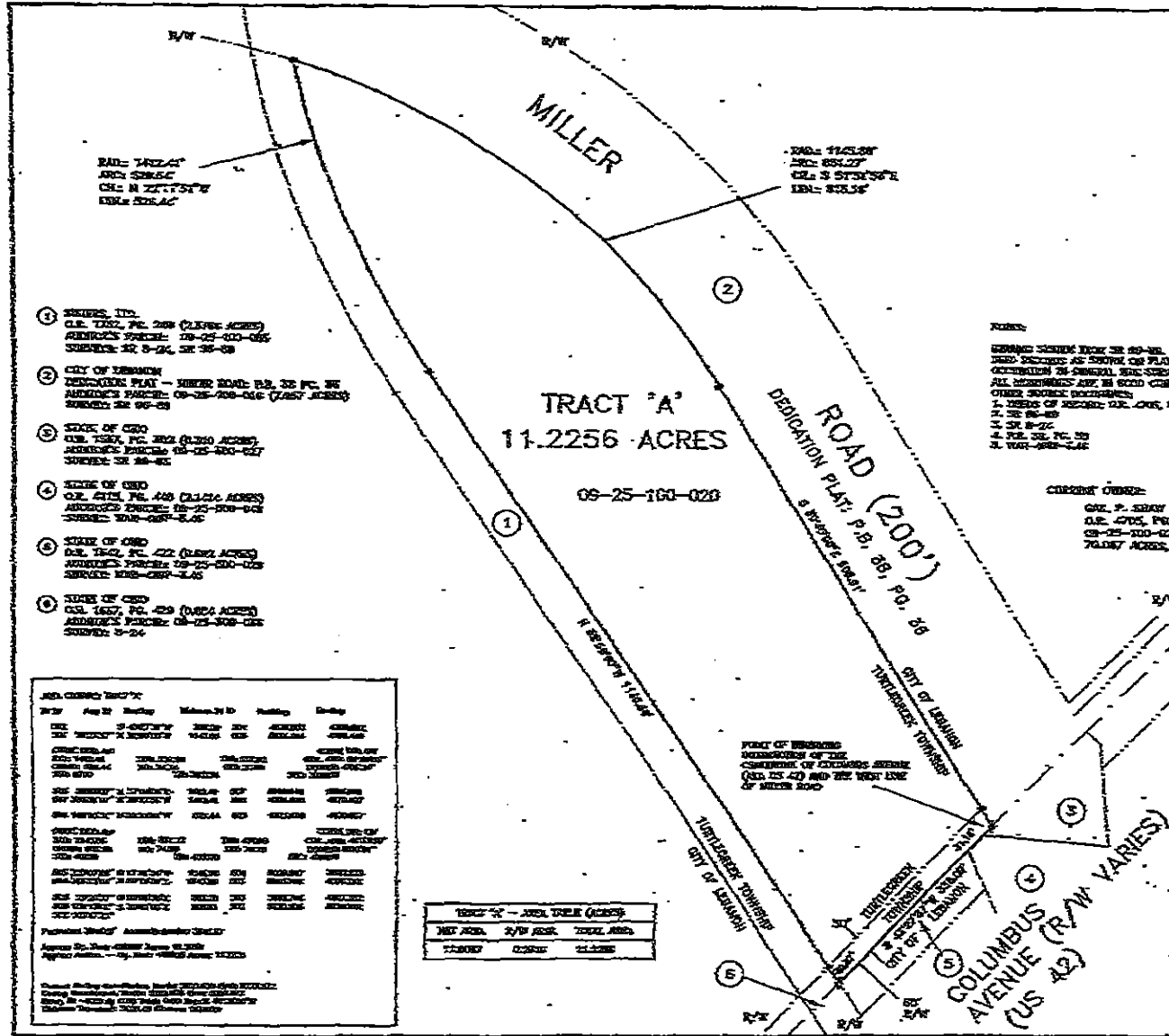
VOLUME 150 PLAT NO. 87
WARREN COUNTY ENGINEERS
RECORD OF LAID SURVEYS

PREPARED UNDER CONTRACT
OWNER: _____ SURVEYOR: BY APPOINTMENT

Paul F. Shaw
PAUL F. SHAW & ASSOC.
CIVIL ENGINEERS - LAND SURVEYORS

DATE OF SURVEY:
BY: P.F.S.
DAVID E. SHAW
(4-18-82)

FIELD INSTRUMENTS:
G.I. 4705, P.C. 045



- 1. TRACT, P.C. 045 (2.1256 ACRES)
ASSIGNED PARCELS: 09-25-160-020
SURVEY: 24-24
- 2. CITY OF LEBANON
DEDICATION PLAT - HIGHWAY ROAD, P.C. 30 P.C. 30
ASSIGNED PARCELS: 09-25-160-016 (7.87 ACRES)
SURVEY: 24-24
- 3. STATE OF OHIO
CIVIL ENGINEERS, P.C. 045 (1.250 ACRES)
ASSIGNED PARCELS: 09-25-160-021
SURVEY: 24-24
- 4. STATE OF OHIO
CIVIL ENGINEERS, P.C. 045 (1.125 ACRES)
ASSIGNED PARCELS: 09-25-160-022
SURVEY: 24-24
- 5. STATE OF OHIO
CIVIL ENGINEERS, P.C. 045 (1.125 ACRES)
ASSIGNED PARCELS: 09-25-160-023
SURVEY: 24-24
- 6. STATE OF OHIO
CIVIL ENGINEERS, P.C. 045 (1.125 ACRES)
ASSIGNED PARCELS: 09-25-160-024
SURVEY: 24-24

NOTES:
 BEARING DISTANCE FROM THE POINT OF BEGINNING TO THE POINT OF BEGINNING OF THE COURSE OF COLUMBUS AVENUE (SEE PLAT 150 AND THE WEST LINE OF MILLER ROAD)
 ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
 OTHER SURVEY DOCUMENTS:
 1. DEED OF DONATION, P.C. 045, P.C. 30 & D.B. 070, P.C. 770
 2. P.C. 30-24
 3. P.C. 30-24
 4. P.C. 30-24
 5. P.C. 30-24

CURRENT OWNER:
 GAIL P. SHAW & DAVID E. SHAW, TRUSTEES
 G.I. 4705, P.C. 045 & G.I. 4702, P.C. 770
 09-25-160-020
 7.87 ACRES, 11.2256 ACRES



PLAT OF SURVEY
 SHOWN IN
 SECTION 25, TOWN 4, RANGE 4
 TOWNSHIP, WARREN COUNTY, OHIO

NO.	AREA	PERCENT	TOTAL AREA
1	2.1256	18.92	11.2256
2	7.8700	70.18	11.2256
3	1.2500	11.13	11.2256
4	1.1250	10.02	11.2256
5	1.1250	10.02	11.2256
6	1.1250	10.02	11.2256
TOTAL	11.2256	100.00	11.2256

TRACT NO.	AREA	PERCENT	TOTAL AREA
1	2.1256	18.92	11.2256
2	7.8700	70.18	11.2256
3	1.2500	11.13	11.2256
4	1.1250	10.02	11.2256
5	1.1250	10.02	11.2256
6	1.1250	10.02	11.2256
TOTAL	11.2256	100.00	11.2256

PAUL F. SHAW & ASSOC.
 CIVIL ENGINEERS - LAND SURVEYORS
 1511 N. US 42
 LEBANON, OHIO 45038

APPROVED BY: P.F.S.	DATE: 11-22-2016	SCALE: AS SHOWN
------------------------	---------------------	--------------------

KING-HASSELBRING & ASSOCIATES

Civil Engineers & Land Surveyors

9200 Montgomery Road, Suite 21-B

Cincinnati, Ohio 45242

Telephone (513) 932-3806

www.kinghassebring.com

Principal:
J. Timothy King, PE-PS

Paul B. Hasselbring, PE-PS
Emeritus

FILE: SHAW_COLUMBUS_TRACT_A.LGL
FILE NO.: 19-11714

November 18, 2019
Page 1 of 2

LEGAL DESCRIPTION

TRACT 'A'

11.2286 ACRES

Situated in Section 25, Town 4, Range 4, Turtlecreek Township, Warren County Ohio, and being more particularly described as follows:

Beginning at the intersection of the centerline of Columbus Avenue (also known as U.S. Route 42) and the west line of Miller Road, P.B. 38, PG. 36, said point is witnessed by a set mag nail;

Thence, in and along the centerline of said Columbus Avenue, along the north line of the following four owners,

State of Ohio, 0.310 Acre Tract, O.R. 1337, PG. 302

State of Ohio, 2.1414 Acre Tract, O.R. 4115, PG. 440

State of Ohio, 0.692 Acre Tract, O.R. 1342, PG. 422

to the North East Corner of a 0.084 Acre Tract, owned by the State of Ohio, as recorded in O.R. 1637, PG. 429

South 43 degrees 27 minutes 37 seconds West for a distance of 336.09 feet to a set mag nail;

Thence, leaving the centerline of said Columbus Avenue, along the east line of a 2.3766 acre tract, owned by Sisters, Ltd., as recorded in O.R. 1732, PG. 249, North 32 degrees 56 minutes 00 seconds West for a distance of 1140.86 feet, passing a set 5/8" Iron Pin and Cap in the North line of Columbus Avenue at a distance of 30.87 feet, to a set 5/8" Iron Pin and Cap.

Continued . . .

Formerly Hasselbring & Associates
Established 1931

Adv.
A

KING-HASSELBRING & ASSOCIATES
CIVIL ENGINEERS
CINCINNATI, OHIO

FILE: SHAW_COLUMBUS_TRACT_A.LGL
FILE NO.: 19-11714

November 10, 2019
Page 2 of 2

LEGAL DESCRIPTION
TRACT 'A'
11.2256 ACRES

Thence continuing along the east line of the 2.3766 acre tract owned by Sisters, Ltd., along a curve to the right having a radius of 1412.41 feet, an arc length of 529.54 feet, a chord bearing of North 22 degrees 11 minutes 31 seconds West, and a chord distance of 526.44 feet to a set 5/8" Iron Pin and Cap, in the south line of Miller Road;

Thence, along the south line of said Miller Road, owned by the City of Lebanon and dedicated as Miller Road in Plat Book 38, Page 36, being 7.957 acres, along a curve to the right having a radius of 1145.86 feet, an arc length of 831.27 feet, a chord bearing of South 51 degrees 31 minutes 58 seconds East for a distance of 813.16 feet, to a set 5/8" Iron Pin and Cap;

Thence continuing along the south line of the 7.957 acre tract owned by the City of Lebanon, and dedicated as Miller Road, in P.B. 38, Page 36, South 30 degrees 45 minutes 00 seconds East for a distance of 808.91 feet, passing a set 5/8" Iron Pin and Cap in the North line of Columbus Avenue at a distance of 777.73 feet, to the place of beginning;

Containing in all 11.2256 acres more or less subject to all legal highways and easements of record. Of this Legal Description,

Being part of the 70.067 acres (deeded acreage), owned by Gail P. Shaw and David B. Shaw, Trustee, as recorded in Official Record 4705, Page 945, and Official Record 4702, Page 779 in the Warren County Recorder's Office.

Basis of Bearings is the Survey of Record, Volume 96, Page 89, by David C. Oakes, dated April 18, 1996 in the Warren County Engineer's Record of Land Surveys.

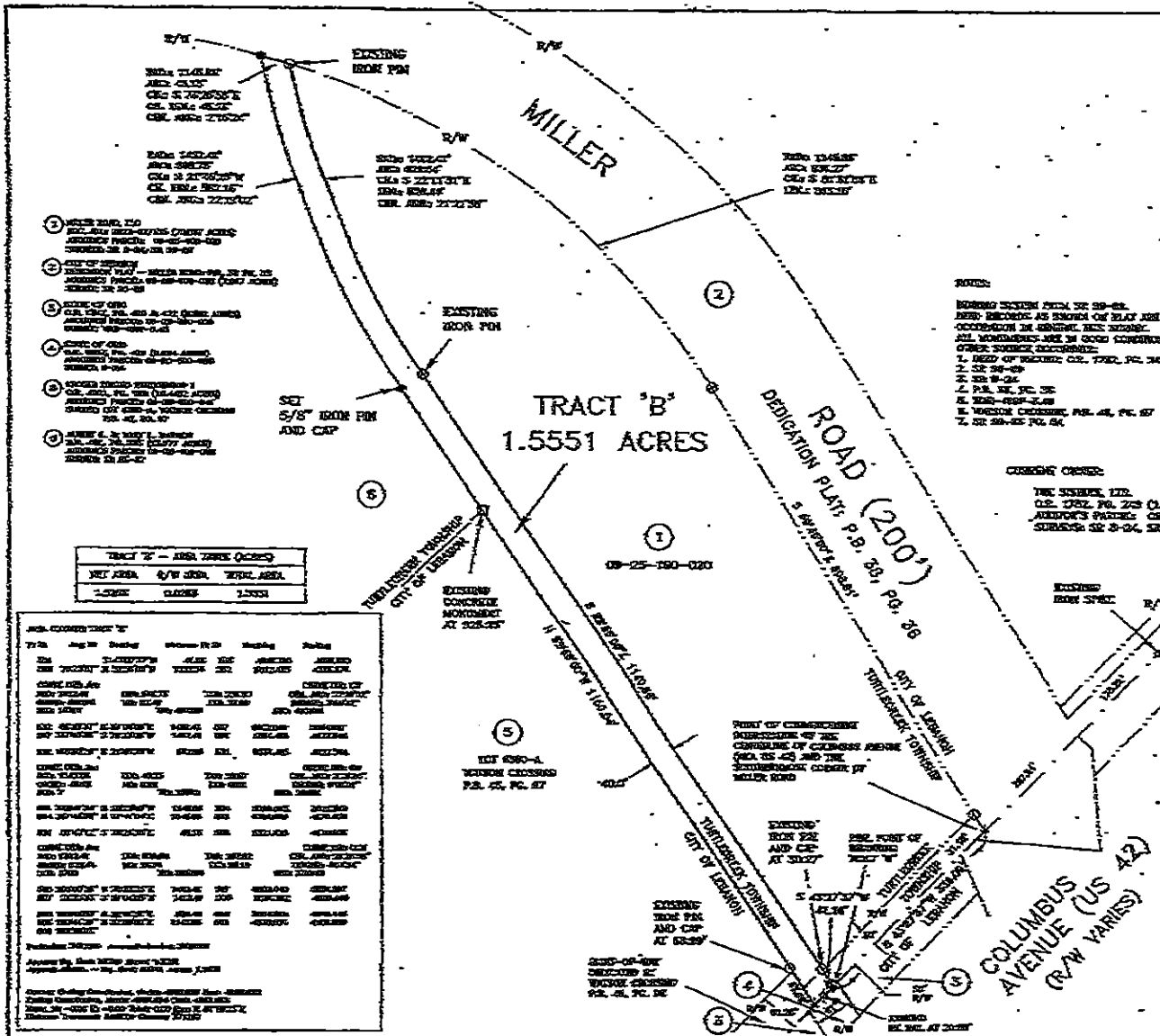
This Legal Description was prepared from a survey by KING-HASSELBRING & ASSOCIATES, Civil Engineers and Land Surveyors, dated October 21, 2019, and revised on November 14, 2019, and written by J. Timothy King, P.S., Professional Land Surveyor, State of Ohio Registration No. 6549. The survey of which is filed in Volume _____, Plat No. _____, of the Warren County Engineer's Record of Land Surveys.

VOLUME 157 PLAT NO. 28
WARREN COUNTY ENGINEER'S
PLAT OF LAND SURVEYS

PREPARED BY
CROSS X BY APPROVAL

David C. Oakes
DAVID C. OAKES
WARREN COUNTY ENGINEER

DATE OF RECORDING
NO. 20-23
DAVID C. OAKES
(4-28-94)
DATE OF SURVEY
O.R. 4705, P.C. 20



TRACT 'B' - AREA TABLE (ACRES)		
NET AREA	1/4 SECTION	NET AREA
1.5551	0.3888	1.1663

NO.	ACRES	BEARING	DISTANCE	REMARKS
1	0.3888	S 22° 17' 30" E	110.00	SECTION CORNER
2	0.3888	S 22° 17' 30" E	110.00	SECTION CORNER
3	0.3888	S 22° 17' 30" E	110.00	SECTION CORNER
4	0.3888	S 22° 17' 30" E	110.00	SECTION CORNER
5	0.3888	S 22° 17' 30" E	110.00	SECTION CORNER

NOTES:
BEARING SYSTEM: STATE OF OHIO
FIELD RECORDS AS SHOWN ON PLAT AND SURVEY DOCUMENTS
OCCURRENCE IN GENERAL AND NEARBY
ALL MONUMENTS ARE IN GOOD CONDITION
OTHER SURVEY DOCUMENTS:
1. DEED OF GRANT, O.R. 1700, P.C. 18
2. DEED OF GRANT, O.R. 1701, P.C. 18
3. DEED OF GRANT, O.R. 1702, P.C. 18
4. DEED OF GRANT, O.R. 1703, P.C. 18
5. DEED OF GRANT, O.R. 1704, P.C. 18
6. VENDOR'S CERTIFICATE, P.C. 20, P.C. 27
7. DEED OF GRANT, P.C. 20

CROSSING CORNER:
THE SISTERS, LTD.
O.R. 1700, P.C. 20 (CLOSED AREA)
ADJACENT PARTS: O.R. 1701-1704 AND
SURVEY: O.R. 1700, O.R. 1701



PLAT OF SURVEY
SITUATED IN
SECTION 25, TOWN 4, RANGE 4
TURTLECREEK TOWNSHIP
WARREN COUNTY, OHIO

KING HASSLBEIN & ASSOC. CIVIL ENGINEERS - LAND SURVEYORS 2000 WASHINGTON ST., SUITE 200 COLUMBUS, OHIO 43260 TELEPHONE (614) 452-4000 - TELEFAX (614) 452-4000 WWW.KINGHASSLBEIN.COM		
THE SISTERS, LTD. R. 0 BOX 42 LEBANON, OHIO 45036		
APPROVED BY: D.C.O.	RECORD NO. 20-11714	PAGES 20/20
DATE 4/28/94	BY DAVID C. OAKES	DATE OF RECORDING NOVEMBER 1, 1994

KING-HASSELBRING & ASSOCIATES

Civil Engineers & Land Surveyors

9200 Montgomery Road, Suite 21-B

Cincinnati, Ohio 45242

Telephone (513) 932-3806

www.kinghasselbring.com

Principal:
J. Timothy King, PE-PS

Paul B. Hasselbring, PE-PS
Emeritus

FILE: SHAW_COLUMBUS_A_TRACT_B.LGL

October 06, 2022

FILE NO.: 19-11714

Page 1 of 3

LEGAL DESCRIPTION

TRACT 'B'

1.6551 ACRES

Situated in Section 28, Town 4, Range 4, Turtlecreek Township, Warren County Ohio, and being more particularly described as follows:

Commencing at the intersection of the centerline of Columbus Avenue (also known as U.S. Route 42) and the southernmost corner of Miller Road, P.B. 38, PG. 36, said point is witnessed by a set mag nail;

THENCE, in and along the centerline of said Columbus Avenue, South 43 degrees 27 minutes 37 seconds West for a distance of 336.09 feet to a set mag nail, and to the real point of beginning for this description;

THENCE continuing with the centerline of Columbus Avenue, along the north line of a 0.084 acre tract, owned by the State of Ohio, as recorded in O.R. 1637, Pg. 429, South 43 degrees 27 minutes 37 seconds West for a distance of 41.16 feet, passing an existing PK nail at a distance of 20.58 feet, to a set mag nail;

THENCE, leaving the centerline of said Columbus Avenue, along the east line of Watson Crossing; as recorded in Plat Book 45, Pg. 97, and Lot 6360-A, a 10.4432 acre tract, owned by Kroger Limited Partnership I, as recorded in O.R. 4002, PG. 192, and the east line of a 13.177 acre tract, owned by Albert L. & Mary L. Harmon, as recorded in D.B. 467, Pg. 373, North 32 degrees 56 minutes 00 seconds West for a distance of 1150.54 feet, passing an existing Iron Pin and Cap at a distance of 68.99 feet, and an existing concrete monument at a distance of 925.25 feet, to a set 5/8" Iron Pin and Cap;

Continued . . .

Formerly Hasselbring & Associates
Established 1951

KING-HASSELBRING & ASSOCIATES
CIVIL ENGINEERS
CINCINNATI, OHIO

FILE# SHAW_COLUMBUS_A_TRACT_B.LGL
FILE NO. 19-11714

October 06, 2022
Page 2 of 3

LEGAL DESCRIPTION

TRACT 'B'

1.5551 ACRES

THENCE continuing with the east line of the 13.177 acre tract owned by Albert L. & Mary L. Harmon, along a curve to the right having a radius of 1452.41 feet, an arc length of 868.73 feet, a chord bearing of North 21 degrees 46 minutes 26 seconds West, and a chord length of 562.16 feet to a set 5/8" Iron Pin and Cap, in the south line of Miller Road;

THENCE, along the south line of said Miller Road, owned by the City of Lebanon and dedicated as Miller Road in Plat Book 38, Page 36, being 7.957 acres, along a curve to the right having a radius of 1145.86 feet, an arc length of 45.13 feet, a chord bearing of South 73 degrees 26 minutes 38 seconds East, and a chord length of 45.13 feet to an existing Iron Pin;

THENCE with the west line of a 70.067 acre tract owned by Miller Road, LLC, as recorded in Doc. No. 2022-027135, along a curve to the left, having a radius of 1412.41 feet, an arc length of 529.54 feet, and a chord bearing of South 22 degrees 11 minutes 31 seconds East, and a chord length of 526.44 feet to an existing Iron Pin;

THENCE continuing with the west line of the 70.067 acre tract owned by Miller Road, LLC, South 32 degrees 56 minutes 00 seconds East for a distance of 1140.86 feet, passing an existing 5/8" Iron Pin and Cap at a distance of 1109.99 feet, to the centerline of Columbus Avenue and the place of beginning;

Containing in all 1.5551 acres more or less subject to all legal highways and easements of record. Of this Legal Description,

Being all of the 1.3785 acres (deeded acreage), owned by The Sisters, Ltd., as recorded in Official Record 1732, Page 249 in the Warren County Recorder's Office.

Basis of Bearings is the Survey of Record, Volume 96, Page 89, by David C. Oakes, dated April 18, 1996 in the Warren County Engineer's Record of Land Surveys.

Continued . . .

Formerly Hasselbring & Associates
Established 1931

KING-HASSELBRING & ASSOCIATES
CIVIL ENGINEERS
CINCINNATI, OHIO

FILE: SHAW_COLUMBUS_A_TRACT_B.LGL
FILE NO.: 19-11714

October 06, 2022
Page 3 of 3

LEGAL DESCRIPTION
TRACT 'B'
1.5551 ACRES

This Legal Description was prepared from a survey by KING-HASSELBRING & ASSOCIATES, Civil Engineers and Land Surveyors, dated October 21, 2019, and revised on October 06, 2022, and written by J. Timothy King, P.S., Professional Land Surveyor, State of Ohio Registration No. 6549. The survey of which is filed in Volume _____, Plat No. _____, of the Warren County Engineer's Record of Land Surveys.

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KING-HASSELBRING & ASSOCIATES

Civil Engineers & Land Surveyors

9200 Montgomery Road, Suite 21-B

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Telephone (513) 932-3806

www.kinghasselbring.com

Principal:
J. Timothy King, PE-PS

Paul E. Hasselbring, PE-PS
Emeritus

FILE: SHAW_ANNEXATION_TRACT_C.LGL
FILE NO.: 19-11714

July 12, 2023
Page 1 of 2

LEGAL DESCRIPTION
TRACT 'C'
12.7807 ACRES

Situated in Section 25, Town 4, Range 4, Turtlecreek Township, Warren County Ohio, and being more particularly described as follows:

Beginning at the intersection of the centerline of Columbus Avenue (also known as U.S. Route 42) and the southernmost corner of Miller Road, P.B. 38, PG. 36 (Dedication Plat), said point is witnessed by an existing mag nail;

THENCE, in and along the centerline of said Columbus Avenue, South 43 degrees 27 minutes 37 seconds West for a distance of 377.25 feet, passing an existing mag nail at a distance of 336.09', and an existing mag nail at a distance of 356.67 feet to an existing mag nail;

THENCE, leaving the centerline of said Columbus Avenue, along the east line of Watson Crossing, as recorded in Plat Book 45, Pg. 97, and Lot 6360-A, of Watson Crossing, a 10.4432 acre tract, owned by Kroger Limited Partnership I, as recorded in O.R. 4002, PG. 192, and the east line of a 13.177 acre tract, owned by Albert L. & Mary L. Harmon, as recorded in D.B. 467, Pg. 373, North 32 degrees 56 minutes 00 seconds West for a distance of 1150.54 feet, passing an existing Iron Pin and Cap at a distance of 68.99 feet, and an existing concrete monument at a distance of 925.25 feet, to an existing Iron Pin;

Continued . . .

KING-HASSELBRING & ASSOCIATES
CIVIL ENGINEERS
CINCINNATI, OHIO

FILE: SHAW ANNEXATION TRACT C.LGL
FILE NO.: 19-11714

July 12, 2023
Page 2 of 2

LEGAL DESCRIPTION
TRACT 'C'
12.7807 ACRES

THENCE continuing with the east line of the 13.177 acre tract owned by Albert L. & Mary L. Harmon, along a curve to the right having a radius of 1452.41 feet, an arc length of 565.73 feet, a chord bearing of North 21 degrees 46 minutes 26 seconds West, and a chord length of 562.16 feet to an existing Iron Pin, in the south line of Miller Road;

THENCE, along the south line of said Miller Road, owned by the City of Lebanon and dedicated as Miller Road in Plat Book 38, Page 36, along a curve to the right having a radius of 1145.86 feet, an arc length of 876.40 feet, a chord bearing of South 52 degrees 39 minutes 40 seconds East, and a chord length of 855.20 feet, passing an existing Iron Pin at an arc length of 45.13 feet, to an existing Iron Pin;

THENCE continuing along the south line of said Miller Road, owned by the City of Lebanon, South 30 degrees 45 minutes 00 seconds East for a distance of 808.91 feet, passing an existing Iron Pin at a distance of 777.73 feet, to the centerline of Columbus Avenue, and the place of beginning; Containing in all 12.7807 acres more or less and subject to all legal highways and easements of record. Of this Legal Description,

Being all of the 1.5551 acres (Deed), owned by Miller Road, LLC, as recorded in Doc. No.: 2023-001419, and being part of the premises, 11.2256 acres, owned by Miller Road, LLC, as recorded in Doc. No.: 2022-027135 (70.067 acres, Deed) in the Warren County Recorder's Office.

Basis of Bearings is the Survey of Record, Volume 96, Page 89, by David C. Oakes, dated April 18, 1996 in the Warren County Engineer's Record of Land Surveys.

This Legal Description was prepared by KING-HASSELBRING & ASSOCIATES, Civil Engineers and Land Surveyors, and written by J. Timothy King, P.S., Professional Land Surveyor, State of Ohio Registration No. 6549.

Formerly Hasselbring & Associates
Established 1951

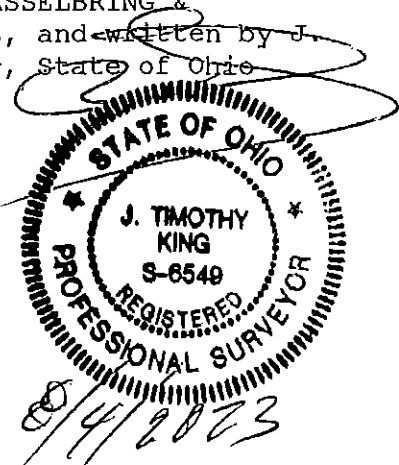


EXHIBIT D

RESOLUTION NO. 2024-001

A RESOLUTION PETITIONING THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS FOR A CHANGE OF TOWNSHIP BOUNDARIES TO EXTEND THE CURRENT BOUNDARY OF LEBANON TOWNSHIP TO INCLUDE REAL PROPERTY RECENTLY ANNEXED TO THE CITY OF LEBANON

WHEREAS, the Council of the City of Lebanon by Ordinance No. 2023-106 accepted the annexation of certain territory in Turtlecreek Township to the City of Lebanon; and

WHEREAS, Council has determined that it is in the best interest of the City of Lebanon for the municipal limits to be situated in a single township; and

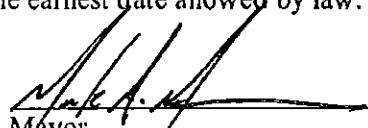
WHEREAS, Ohio Revised Code section 503.07 directs a procedure whereby, due to a change of the limits of a municipal corporation, said corporation includes territory lying in more than one township, a city may petition the Board of County Commissioners for a change in township lines in order to make them identical, in whole or in part, with the limits of the municipal corporation, and said Board of County Commissioners shall upon the petition of a City change the boundaries of the township.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Lebanon, Ohio:

SECTION 1: That the City Manager is hereby authorized to execute said Petition to change the boundaries of Lebanon Township, to make them conform to the boundaries of the City of Lebanon, and for such other action as may be proper, in accordance with Ordinance No. 2023-106.

SECTION 2: That the City Manager is hereby authorized and directed to present said Petition to the Warren County Board of County Commissioners for change of township boundaries in accordance with the form attached hereto as Exhibit "A".

SECTION 3: This Resolution shall take effect at the earliest date allowed by law.


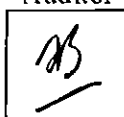
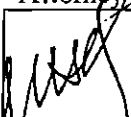

Mayor

Passed: January 9, 2024

Attest:



Clerk of Council

Sponsors:
All Members of Council

City Manager	City Auditor	City Attorney
		

Certification

I hereby certify that this is a true and correct copy of Resolution 2024-001, approved by the Lebanon City Council on January 9, 2024.


Daniel Burke, Clerk of Council